

Jackson Town Council Regular Meeting

September 3, 2019

6:00 PM

Town Council Chambers

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. **PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING**

I. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations

II. PUBLIC COMMENT

This section is reserved for questions and comments from the public on items that are not otherwise included in this agenda. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item or send an email to Council@jacksonwy.gov.

III. 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. Minutes
 - 1. August 19, 2019 workshop
 - 2. August 19, 2019 regular meeting
- B. Disbursements
- C. Special Event: Farm to Fork
- D. Temporary Sign Permit: Western Design Conference (P19-202)
- E. Temporary Sign Permit: Shervin's Tire Sale (P19-207)
- F. Malt Beverage Permit for Jackson Fireman's Ball
- G. Equipment Purchase from Sourcewell for a 938M Wheel Loader
- H. Equipment Purchase from Sourcewell for a Regenerative Street Sweeper
- I. Public Engagement Contract for Hansen Avenue Sidewalk
- J. Downtown Trishaw Parking Locations

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

- A. Administrative:
 - 1. American Legion Imagery for Veterans Monument (Larry Pardee)
 - 2. Transfer Resort Liquor License from All Suite Development to ACP LJH 80 Scott Holdings LLC (Sandy Birdyshaw)
- B. Planning:
 - 1. **Item P19-146:** Development Plan for 725 Cache Creek Drive (Tyler Valentine)

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

2. **Item P19-187:** Text Amendment to LDR 8.10 Duties & Responsibilities of Town bodies and staff. *This item will be continued to October 7, 2019*

V. RESOLUTIONS

VI. ORDINANCES

- A. **Ordinance G:** An Ordinance Amending and Reenacting the Town of Jackson Official Zoning Map to change zoning at 135 E Broadway to Downtown Core (Presented for Third Reading and Designated 1239)
- B. **Ordinance H:** An Ordinance Amending and Reenacting the Town of Jackson Official Zoning Map to change zoning at 175 E Broadway Avenue to Downtown Core (Presented for Third Reading and Designated 1240)
- C. **Ordinance I:** Ordinance Amending and Reenacting the Town of Jackson Official Zoning Map to change zoning at 105 E Broadway Avenue to Downtown Core (Presented for Third Reading and Designated 1241)
- D. **Ordinance J:** An Ordinance Amending and Reenacting the Town of Jackson Municipal Code Title 16 Regarding Housing Rules & Regulations (Presented for Second Reading)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Certification of Compliance for an Annexation Petition from Monroe Partners Old West LLC and Setting the Hearing Date
- B. Authorize Travel for upcoming conference:
 1. C40 World Mayors Summit on October 9-12 in Copenhagen
 2. NLC-National League of Cities City Summit Annual Conference on November 20-23 in San Antonio
 3. National Park Conservation Association Summit on October 29-30 in Helena
- C. Board and Commission Reports

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

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

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

AUGUST 19, 2019

JACKSON, WYOMING

The Jackson Town Council met in a special workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 2:01 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.

COUNCIL: Hailey Morton Levinson, Arne Jorgensen, and Jonathan Schechter. Jim Stanford arrived at 2:04 P.M.

STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Kelly Thompson, April Norton, Steve Ashworth, Paul Anthony, Floren Poliseo, Todd Smith, and Sandy Birdyshaw.

Town Council Priorities Discussion on Predictable Funding of Local Government, to Identify and Discuss a Framework for Attaining the Goal. Tyler Sinclair made staff comment that the goal of this priority is to diversify, increase and develop sustainable funding for the Town of Jackson. He presented a four-phase framework for moving forward with this effort as follows: Phase 1 – Identification, Review and Evaluation of all Available and Possible Funding Sources; Phase 2 – Identification, Review and Evaluation of Current and Desired Expenditures; Phase 3 – Identification/Matching of Funding Sources with Expenditures; and Phase 4 – Implementation Action Steps.

Council discussion included that they individually meet with staff to weigh in on this priority and then staff would decipher the commonalities and disagreements, to determine the goal at the next meeting, to determine the framework for proceeding, and then start setting next steps and dates to move forward.

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to direct staff to proceed with the Predictable Funding of Local Government Framework as described in this staff report based upon the direction provided by Council at this meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Discussion on 440 West Kelly and 174 North King Street Housing Development. April Norton made staff comment that the 174 N. King Street Project did not receive tax credit allocations from the Wyoming Community Development Authority and the 16-unit permanently deed restricted housing project at 430/440 West Kelly Avenue has stalled; these two projects were key parts of the workforce housing supply strategy. She presented alternative options for 430/440 West Kelly Avenue for the Council to discuss:

1. Council could stay with the 16-unit option and see if the County makes a similar motion at the next joint meeting.
2. Council could support a 12-unit option that provided 24 bedrooms, or 10-unit option that provided 24 bedrooms (same # of bedrooms as the proposed 16-unit option).
3. Town could purchase the County's interest in the property (\$936,880) and then move forward with a 16-unit project.
4. Town could sell its interest to the County for \$766,537 (there was no indication that County was or was not willing to purchase the Town's portion).
5. Council and Board could direct the Housing Authority to sell the land.
6. Council and Board could direct the Housing Authority to deed restrict the land and then sell it.
7. Council could choose an option not listed, which could include modifications to any of the options listed above.

After discussion, there was general agreement from the Council for options #1 and #2. Staff was asked to take today's discussion points and bring back to the Council at a later meeting. A special joint meeting with the County would possibly be scheduled to discuss next steps.

Next, alternative options were presented for 174 North King Street:

1. Income ranges & ownership or rental
2. Revised responses from Westmount & Jackson Hole Community Housing Trust
 - a) Both provided Council with revisions. Staff could work with each respondent to reconcile revisions with Council priorities for the project provided today. OR
 - b) Council could direct staff to move forward with one developer today. OR
 - c) Council could direct staff to draft a new RFP for the project.
3. If additional public investment would be needed for this project, from where should it come?
 - a) Town funds of \$1,993,012 (general fund + in lieu fees) could be used if units serve households earning <120% MFI
 - b) Town could sell its interest in 430/440 W. Kelly and then have up to \$766,000 to utilize for the project.

- c) Town could plat and sell its properties on Flat Creek Drive (3 lots zoned NL-1), each would likely be listed in the \$800,000-range. If sold, would most likely be developed into single-family, multi-million-dollar homes (see: Gill Addition).
- d) Town could ask County to utilize some of its in-lieu fees to offset additional costs to the project so long as the project serves households earning <120% MFI.

Anne Creswell of the Housing Trust made comment. Latham Jenkins made comment on behalf of Westmount Development Group.

A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to proceed with developing housing at 174 N. King Street and direct staff to pursue a project that is rental or ownership, to work with the two developers who had provided proposals, and bring back a plan at a next available Council meeting. Public comment was given by Estella Torres on behalf of One22. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Downtown Parking and Mobility Management Plan Implementation Schedule. Paul Anthony made staff comment related to a schedule for the implementation of the Downtown Parking and Mobility Management Plan. Discussion was held on an option one of considering paid parking after short-term items first and option two of considering paid parking first.

Public comment was given by Wes Gardner, Jim Waldrop, and Mo Murphy. No action was taken on this item.

Adjourn. A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to adjourn to executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii)(x). The vote showed 4-0 in favor with Jim Stanford absent. The motion carried. The meeting adjourned at 5:06 P.M. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: August 28, 2019

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

AUGUST 19, 2019

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Council Chambers of the Town Hall located at 150 East Pearl at 6:03 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.
COUNCIL: Hailey Morton Levinson, Jim Stanford, Arne Jorgensen, and Jonathan Schechter.
STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Todd Smith, Paul Anthony, Floren Poliseo, Johnny Ziem, Brian Lenz, Carl Pelletier, Stacy Stoker, and Sandy Birdyshaw.

Public Comment. Colby Cox made comment on behalf of Roadhouse Brewing Company's request to lift some of the conditions of approval on the microbrewery permit issued to Get Funky, LLC. Senator Mike Gierau made comment on the Roadhouse Brewing Company's request.

Consent Calendar. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve the consent calendar including items A-K as presented with the following motions.

- A. **Meeting Minutes.** To approve the meeting minutes as presented for the August 5, 2019 regular meeting.
- B. **Disbursements.** To approve the disbursements as presented. Anderson, Jason \$11,325.00; Uhl, Angie \$829.13; Teton County Circuit Court \$135.00; Ace Equipment & Supply \$845.00; Ace Hardware \$503.13; Acme Wyoming Llc \$268.03; Airgas Usa, Llc \$246.08; Amazon Capital Services \$84.04; American Striping Company \$5,900.50; Animal Care Clinic Of Jackson \$1,695.24; Antler Motel, Inc. \$195.00; Architectural Building Supply \$63.96; Bison Lumber \$141.85; Blair, Ashley \$592.30; Blue Spruce Cleaners, Inc \$555.21; Bmv Llc \$59.53; Bristol, James \$295.00; Carquest Auto Parts Inc. \$75.87; Chlorinators Incorporated \$4,101.00; City Of Driggs \$1,602.64; Clauss, C. David \$19.42; Climb Wyoming \$2,500.00; Commerical Tire-Id Falls \$1,465.92; Control System Technology, Inc. \$250.00; Core & Main Lp \$40,806.23; Cummins Rocky Mountain Llc \$892.86; D & R Drywall, Llc \$476.42; Dana Safety Supply, Inc \$811.30; Dero Bike Racks \$4,526.70; Division Of Victim Services \$490.00; Dpc Industries, Inc. \$2,077.28; E.R. Office Express \$1,341.87; Elite Parts \$626.35; Emerg + A + Care \$251.00; Energy Laboratories Inc. \$1,994.00; Eriks North America, Inc \$196.57; Evans Construction Inc \$234.99; Fire Services Of Idaho \$225.00; Flat Creek Wid \$12,000.00; Fortress Home Improvements Llc \$1,140.00; Freedom Mailing Service Inc. \$1,808.68; Friends Of Pathways \$7,816.00; Galls Inc. \$408.05; Gillig Llc \$6,055.44; HD Fowler Company \$2,064.40; High Country Linen \$3,363.60; Hirst Applegate, Llp \$19,299.65; Idaho Traffic Safety, Inc. \$4,436.29; Intellichoice, Inc \$11,970.00; Interstate Battery \$130.95; Jackson Curbside Inc. \$2,175.00; Jackson Hole News & Guide \$747.39; Jackson Lumber Inc \$509.65; Jackson Towing Partners \$900.00; Jelly Donut, Llc \$270.00; JH Appliance \$242.01; Jorgensen Associates, Pc \$306,154.77; Kellerstrass Enterprises, Inc \$66,705.28; Kenworth Sales Company Dept #1 \$83.52; Kilmer's BG Distributing \$1,026.00; Lepco \$9,542.42; Local Gov't Liability Pool \$458.45; Long Building Technologies Inc. \$742.65; Lovett Contracting Llc \$7,000.00; Lower Valley Energy Inc \$30,876.07; Miller Sanitation \$8,554.00; Mountain Electrical \$513.33; Msc Industrial Supply Co \$579.17; Napa Auto Parts Inc. \$2,427.48; Nature's Garden & Property Services \$1,571.00; Niner, Richard T \$12,000.00; Northworks \$1,443.75; One 22, Inc. \$30.00; Ops Strategies \$585.00; O'Ryan Cleaners \$75.20; Partsmaster \$537.88; Platt \$22.23; Premier Truck- Salt Lake City \$1,381.01; Ranch Inn \$105.00; Red's Auto Glass, Inc. \$913.93; Rees, David \$100.00; Rendezvous Engineering, P.C. \$1,715.10; Respond First Aid Systems \$158.44; Rjm Precision Instruments, Llc \$7,200.00; Ron's Towing \$615.00; Ross Concrete Const Llc \$1,808.10; Sauer, Caleb \$100.00; Schmillen, Scott \$1,187.50; Schow's Truck Center \$537.20; Sherwin-Williams Co. \$477.00; Silver Creek Supply \$17.06; Smith Power Products, Inc. \$114.94; Smith, Gregory J \$155.00; Snake River Mep Complete, Inc \$12,084.00; Snake River Roasting \$198.65; St John's Hospital \$595.00; Stanford, James \$73.36; Strata Leadership, Llc \$3,250.00; Sunrise Environmental \$183.93; Superior Tire & Rubber Corp \$313.00; Symbolarts, Llc \$717.75; Teton County Public Health \$82.00; Teton County Sheriff-Dispatch \$14,846.06; Teton County Sheriff's-Jail \$1,512.00; Teton County Transfer Station \$513.00; Teton Motors Inc \$23,588.00; Teton Tools Llc \$536.45; Teton Trash Removal, Inc. \$45.50; Teuscher, Cory \$100.00; Thyssen Krupp Elevator Corp. \$297.86; Timberline Concrete \$668.00; Trefonas Law, P.C. \$206.40; Usa Blue Book \$734.93; Vfc Controls \$1,974.25; Visa \$20,256.50; Wamco Lab, Inc. \$650.00; Weller Truck Parts \$3,368.98; West Coast Code Consultants \$1,304.37; Westbank Sanitation \$49.02; Western States Equip Company \$1,791.03; Westwood Curtis \$291,676.10; White Glove Cleaning, Inc. \$1,333.13; Wrench It Plumbing & Heating Inc \$2,360.22; Wyoming Financial Insurance, Inc \$18.00; Yellow Iron Excavation, Llc \$1,014.00; Young Truck & Trailer \$185.80.

- C. **Municipal Court Report for July 2019.** To accept the July 2019 Municipal Court Report into the record as presented.
- D. **Special Event: Wildy Creative Installation on the Town Square.** To approve the special event request made by the Wildly Creative Jackson Hole for the Wildly Creative Pop-Up Artists on Town Square subject to the conditions and restrictions listed in the staff report.
- E. **Special Event: Fall Arts Festival.** To approve the special event application made by the Jackson Hole Chamber of Commerce for the Fall Arts Festival, subject to the conditions and restrictions listed in the staff report.
- F. **Special Event: Farmer's Market Supplemental Request.** To approve the supplemental application made by Jackson Hole Farmers Market on the Town Square to serve beer at the Community Fall Festival special event, subject to the conditions and restrictions listed in the staff report.
- G. **Temporary Sign Permit: Laff Staff (P19-195).** To approve the temporary banners in conjunction with Laff Staff subject to three (3) conditions of approval.
- H. **Temporary Sign Permit: Fall Arts Festival (P19-196).** To approve the temporary banners in conjunction with Fall Arts Festival subject to three (3) conditions of approval.
- I. **Temporary Sign Permit: CLIMB Training (P19-190).** To approve the temporary banners in conjunction with the CLIMB Wyoming subject to three (3) conditions of approval.
- J. **Hillside Regulations Scope of Work and Contract Approval.** To approve Simon Associates LLC as consultant to complete the services described in the consultant's proposal and the prepared contract within the timeline of the scope of work at a fee not to exceed \$53,095.00.
- K. **Reappointment of Board of Examiners Members.** To reappoint Damon Wilson, Gregory Buchko, Jade Beus, and Mike Mielke to the Board of Examiners for two-year terms going through July 2021.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Karns Meadow Environmental Analysis (EA). Steve Ashworth made staff comment that over the last three to five years the Town has seen increased pressure for development and/or resource management of Karns Meadow. As a result, a comprehensive Environmental Assessment (EA) was performed. The EA determines what the impact of improvements would be and provides potential mitigation for impacts of the improvement. The EA recommended that a comprehensive resource management and site development plan be prepared. Tyler Sinclair made staff comment.

Public comment was made by Jason Snider of the Jackson Hole Land Trust.

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to accept the Karns Meadow Environmental Analysis (EA) dated May 28, 2019, direct staff to submit the EA to the Town of Jackson Planning Department, and to direct staff to initiate the planning and drafting of a Comprehensive Resource Management and Site Development Plan for tracts 1, 2, 3, 6, and 7 to be submitted for a Conditional Use Permit by January of 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-170: Final Plat at 170 Redmond Street. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to continue this item to the Town Council meeting scheduled for October 21, 2019. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinances. A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to read ordinances in the short tile Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Ordinance G: An Ordinance Amending and Reenacting the Town of Jackson
Official Zoning Map to change zoning at 135 E Broadway to Downtown Core.**

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON
ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING

DISTRICT MAP TO CHANGE A PORTION OF THE CURRENT ZONING DESIGNATION OF 1.38 ACRES OF LAND ADDRESSED AS 135 EAST BROADWAY AVENUE AND CURRENTLY ZONED URBAN COMMERCIAL (UC) TO DOWNTOWN CORE (DC) (P19-105); AND ESTABLISHING AN EFFECTIVE DATE.

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

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve G at second reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Ordinance H: An Ordinance Amending and Reenacting the Town of Jackson
Official Zoning Map to change zoning at 175 E Broadway Avenue to Downtown Core.**

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE A PORTION OF THE CURRENT ZONING DESIGNATION OF 0.46 ACRES OF LAND ADDRESSED AS 175 EAST BROADWAY AVENUE AND CURRENTLY ZONED URBAN COMMERCIAL (UC) TO DOWNTOWN CORE (DC) (P19-107); AND ESTABLISHING AN EFFECTIVE DATE.

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

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve Ordinance H at second reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Ordinance I: An Ordinance Amending and Reenacting the Town of Jackson
Official Zoning Map to change zoning at 105 E Broadway Avenue to Downtown Core.**

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 0.167 ACRES OF LAND ADDRESSED AS 105 EAST BROADWAY AVENUE AND CURRENTLY ZONED URBAN COMMERCIAL (UC) TO DOWNTOWN CORE (DC) (P19-114); AND ESTABLISHING AN EFFECTIVE DATE.

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

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve Ordinance I at second reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Ordinance J: An Ordinance Amending and Reenacting the Town of Jackson Municipal Code
Title 16 Regarding Housing Rules & Regulations**

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1195 AND SECTION 16.10 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING HOUSING RULES AND REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Stacy Stoker made staff comment. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve Ordinance J at first reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council.

Roadhouse Brewing. The Council discussed the request from Get Funky LLC regarding the conditions of approval on their microbrewery permit. Paul Anthony made staff comment on separating land use issues from the liquor license. Lea Colasuonno made staff comment. Colby Cox made comment.

Planning Commission. Mayor Muldoon stated he would reappoint Anne Schuler and Abi Petri to the Planning Commission with the consent of the Council. A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to consent to the Mayor’s appointments. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Mountain and Resort Town Planners Summit. The Mayor commented on an invitation to attend a Mountain and Resort Town Planners Summit for Elected Officials in Lake Tahoe on October 16-19, 2019. A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve travel for any council member wishing to attend the Mountain and Resort Town Planners Summit for Elected Officials in Lake Tahoe on October 16-19. Mayor Muldoon called for the vote. The vote showed 4-0 in favor with Schechter recused. The motion carried.

Jim Stanford made comment from the Travel and Tourism Board meeting and the Parks and Recreation Board meeting. Arne Jorgensen provided an update from the Local Emergency Planning Council (LEPC). The Mayor made comment on the Housing Supply and START Board meetings.

Town Manager’s Report. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to accept the Town Manager’s Report into the record. The Town Manager’s Report contained an update on the Lodging and Sales Tax. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 7:08 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, Town Clerk

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	658560	SPRAY PAINT	06/26/2019	39.99	39.99	08/23/2019
51	ACE HARDWARE	658588	LIGHTER	06/26/2019	2.99	2.99	08/23/2019
51	ACE HARDWARE	658729	CORD REEL	06/26/2019	11.99	11.99	08/23/2019
51	ACE HARDWARE	659017	PARTS	06/28/2019	299.99	299.99	08/23/2019
51	ACE HARDWARE	659022	DUCT TAPE	06/28/2019	5.99	5.99	08/23/2019
51	ACE HARDWARE	660039	GLOVES	07/05/2019	33.98	33.98	08/23/2019
51	ACE HARDWARE	660072	VEGET TERRO	07/05/2019	60.97	60.97	08/23/2019
51	ACE HARDWARE	660092	MULTITOOl 18T LTRMN WVE	07/05/2019	109.99	109.99	08/23/2019
51	ACE HARDWARE	660093	BATTERY ALKLN DURA	07/05/2019	28.98	28.98	08/23/2019
51	ACE HARDWARE	660364	ENTRY LOCK	07/08/2019	68.97	68.97	08/23/2019
51	ACE HARDWARE	660439	BATTERY ALKLN DURA	07/09/2019	23.98	23.98	08/23/2019
51	ACE HARDWARE	661942	P PH MA	07/18/2019	4.59	4.59	08/29/2019
51	ACE HARDWARE	664062	GLUE INQ NAIL CLT, BATTERY	08/02/2019	36.97	36.97	08/29/2019
51	ACE HARDWARE	664730	BUCKET 2GAL PLAST ACE	08/07/2019	4.99	4.99	08/29/2019
51	ACE HARDWARE	665473	BATTERY LITHUM 3V 2032PK2	08/13/2019	17.98	17.98	08/29/2019
51	ACE HARDWARE	665709	ROD HRSTL PLAIN	08/14/2019	33.95	33.95	08/29/2019
51	ACE HARDWARE	665950	SPRYPNT BLK , ROTARY TOOL	08/16/2019	108.94	108.94	08/29/2019
51	ACE HARDWARE	666447	BIT DRILL #4 UNIBIT	08/20/2019	44.99	44.99	08/29/2019
51	ACE HARDWARE	666454	COUPLE INSERT POLY 1", CLA	08/20/2019	8.05	8.05	08/29/2019
51	ACE HARDWARE	666500	TIES CABLE 15" BLK	08/20/2019	19.99	19.99	08/29/2019
51	ACE HARDWARE	666583	SQUEEGE & SPNG 21, KEYKRA	08/21/2019	12.48	12.48	08/29/2019
51	ACE HARDWARE	666629	HOSE COIL 50', NOZZLE FAN S	08/21/2019	32.98	32.98	08/29/2019
51	ACE HARDWARE	666837	NIPPLE, TEE BLK, ELBOW BLK	08/22/2019	56.93	56.93	08/29/2019
51	ACE HARDWARE	666918	SPRYPNT FSN GRAY 12OZ	08/23/2019	12.98	12.98	08/29/2019
51	ACE HARDWARE	666985	TARP POLY BLUE 8X10'	08/23/2019	11.99	11.99	08/29/2019
51	ACE HARDWARE	667215	SCISSOR 8" BNT TRIM DURA, T	08/26/2019	34.97	34.97	08/29/2019
51	ACE HARDWARE	667374	WHEELBARROW 6CF STEEL	08/27/2019	99.99	99.99	08/29/2019
51	ACE HARDWARE	G70967	PADLOCK	07/01/2019	32.45	32.45	08/23/2019
Total 51:					1,263.04	1,263.04	
5728	ADVANCED CONCRETE SOLUT	3512	DECK COATING- ICE DAMAGE:	08/16/2019	6,048.00	6,048.00	08/29/2019
Total 5728:					6,048.00	6,048.00	
3596	ADVANCED GLASS TRIM, LLC	24924	WINDSHIELD #620- 2013 CHEV	07/09/2017	240.00	240.00	08/29/2019
3596	ADVANCED GLASS TRIM, LLC	25030	WINDSHIELD # 1440- 2017 CHE	07/25/2019	310.00	310.00	08/29/2019
Total 3596:					550.00	550.00	
88	AIRGAS INTERMOUNTAIN INC.	9091785621	FCSHD CRWN BLK W/RTCHT H	08/09/2019	48.05	48.05	08/29/2019
88	AIRGAS INTERMOUNTAIN INC.	9091941177	OXYGEN INDUSTRIAL, ACETYL	08/13/2019	288.53	288.53	08/29/2019
Total 88:					336.58	336.58	
2213	ALPHAGRAPHICS BOZEMAN	17150011	WIDE FORMAT BUS SIGNS	07/30/2019	433.39	433.39	08/29/2019
Total 2213:					433.39	433.39	
5726	AMAZON	1XGD-MHW9-	TONER	08/23/2019	3,789.96	3,789.96	08/29/2019
Total 5726:					3,789.96	3,789.96	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
463	ANIMAL CARE CLINIC OF JACK	625943247	RABIES	06/05/2019	15.00	15.00	08/29/2019
463	ANIMAL CARE CLINIC OF JACK	625943412	RABIES	06/11/2019	15.00	15.00	08/29/2019
Total 463:					30.00	30.00	
3487	ARCHITECTURAL BUILDING SU	71000422	HINGES. STOREROOM LOCKS	08/14/2019	231.26	231.26	08/29/2019
Total 3487:					231.26	231.26	
1783	AT&T	287259163099	MONTHLY CHARGES	08/16/2019	1,220.48	1,220.48	08/29/2019
1783	AT&T	287272169264	MONTHLY CHARGES	08/20/2019	89.03	89.03	08/29/2019
1783	AT&T	287279795460	MONTHLY CHARGES	08/11/2019	251.88	251.88	08/29/2019
Total 1783:					1,561.39	1,561.39	
4045	BRADLEY ENGINEERING/CHAR	5049	PROJ: 19-78: START BUS CHAR	08/06/2019	624.00	624.00	08/29/2019
Total 4045:					624.00	624.00	
6156	BUCKRAIL, LLC	2084	MEMBERSHIP SUBSCRIPTION	08/29/2019	375.00	375.00	08/29/2019
Total 6156:					375.00	375.00	
4614	C & A PROFESSIONAL CLEANI	AUG 2019- GY	CLEANING SERVICE- AUGUST	08/28/2019	932.32	932.32	08/29/2019
4614	C & A PROFESSIONAL CLEANI	AUG 2019- P.P	CLEANING SERVICE- AUGUST	08/28/2019	558.56	558.56	08/29/2019
4614	C & A PROFESSIONAL CLEANI	AUG 2019- PW	CLEANING SERVICE- AUGUST	08/28/2019	2,251.50	2,251.50	08/29/2019
4614	C & A PROFESSIONAL CLEANI	AUG 2019- ST	CLEANING SERVICE- AUGUST	08/28/2019	1,593.58	1,593.58	08/29/2019
4614	C & A PROFESSIONAL CLEANI	AUG 2019- T.H	CLEANING SERVICE- AUGUST	08/28/2019	4,407.64	4,407.64	08/29/2019
Total 4614:					9,743.60	9,743.60	
5	CARQUEST AUTO PARTS INC.	6090-442243	BRAKE PAD SET PLAT CERAMI	07/17/2019	46.60	46.60	08/29/2019
Total 5:					46.60	46.60	
102	CASELLE INC.	95348	CONTRACT SUPPORT	06/01/2019	1,800.00	1,800.00	08/29/2019
102	CASELLE INC.	96586	CONTRACT SUPPORT	08/01/2019	1,800.00	1,800.00	08/29/2019
Total 102:					3,600.00	3,600.00	
10	CASH	082719	petty CASH	08/27/2019	117.19	117.19	08/29/2019
10	CASH	082719	petty CASH	08/27/2019	8.09	8.09	08/29/2019
10	CASH	082719	petty CASH	08/27/2019	36.20	36.20	08/29/2019
Total 10:					161.48	161.48	
5738	CASPER STAR TRIBUNE	082719	POLICE OFFICER ADS	08/27/2019	524.00	524.00	08/29/2019
Total 5738:					524.00	524.00	
447	CDW-GOVERNMENT	ZR00098167	MIMICAST RECURRING	07/30/2019	4,200.00	4,200.00	08/29/2019
Total 447:					4,200.00	4,200.00	
544	CENTURYLINK	307-733-3106	307-733-3106	08/13/2019	37.26	37.26	08/29/2019
544	CENTURYLINK	P-307-111-505	307-111-5050	08/07/2019	1,893.33	1,893.33	08/29/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 544:					1,930.59	1,930.59	
5322	CHARGEPOINT, INC	IN59757	PD DUAL, CPF FLEET BUNDLE	08/20/2019	4,632.00	4,632.00	08/29/2019
Total 5322:					4,632.00	4,632.00	
3961	CHARTER	002091808081	MONTHLY SERVICES	08/08/2019	1,617.03	1,617.03	08/29/2019
3961	CHARTER	030285207271	MONTHLY SERVICES	07/27/2019	38.08	38.08	08/29/2019
Total 3961:					1,655.11	1,655.11	
5967	CITY OF DRIGGS	BBSTART2018	BUS BARN RENTAL FEB18/ELE	01/30/2018	1,520.44	1,520.44	08/29/2019
5967	CITY OF DRIGGS	BBSTART2019	BUS BARN RENT/ELECTRIC/CL	04/04/2019	1,784.02	1,784.02	08/29/2019
5967	CITY OF DRIGGS	BBSTART2019	BUS BARN RENT MAR19ELECT	02/26/2019	1,628.56	1,628.56	08/29/2019
5967	CITY OF DRIGGS	BBSTART2019	BUS BARN RENT/ELECTRIC/CL	04/28/2019	1,480.00	1,480.00	08/29/2019
Total 5967:					6,413.02	6,413.02	
4887	CONTROL SYSTEM TECHNOLO	9356	CONTROL SERVICE @ WATER	08/12/2019	375.00	375.00	08/29/2019
4887	CONTROL SYSTEM TECHNOLO	9366	CONTROL SERVICE, MILEAGE	08/20/2019	2,635.00	2,635.00	08/29/2019
4887	CONTROL SYSTEM TECHNOLO	9367	CONTROL SERVICE @ WW CO	08/20/2019	375.00	375.00	08/29/2019
Total 4887:					3,385.00	3,385.00	
6508	CONVERGEONE, INC	2144187	VT CLOUD RUBRIK	07/30/2019	6,914.50	6,914.50	08/29/2019
Total 6508:					6,914.50	6,914.50	
1691	CORE & MAIN LP	L033559	1-1/2 ANG SGL CHK MXF MTR F	08/16/2019	185.63	185.63	08/29/2019
Total 1691:					185.63	185.63	
3001	CREATIVE ENERGIES, LLC	4917	PO #: DEINSTALL/REINSTALL P	08/05/2019	2,145.00	2,145.00	08/29/2019
3001	CREATIVE ENERGIES, LLC	4947R	PO #: PTB INVERTER SERVICE-	08/22/2019	742.35	742.35	08/29/2019
Total 3001:					2,887.35	2,887.35	
6369	CRYSTAL CREEK CAPIAL	082619	PARTIAL RETURN OF BOND B1	08/26/2019	99,286.25	99,286.25	08/29/2019
Total 6369:					99,286.25	99,286.25	
611	CUMMINS ROCKY MOUNTAIN L	59-5689	ETR CNT MDL WRG HARNESS	08/21/2019	929.19	929.19	08/29/2019
Total 611:					929.19	929.19	
5777	CURTIS BLUE LINE	INV303136	DOUBLE FEMALE SWIVEL ADA	07/26/2019	546.00	546.00	08/29/2019
5777	CURTIS BLUE LINE	INV308041	ROCKER LUG DOUBLE MALE A	08/13/2019	54.00	54.00	08/29/2019
Total 5777:					600.00	600.00	
6503	DAVIDSON OLIVIA	082719	EMERGENCY ASSISTANCE	08/27/2019	450.00	450.00	08/29/2019
Total 6503:					450.00	450.00	
4918	DEAN'S PEST CONTROLL LLC	44191	SMALL RODENT CONTROL @ P	07/18/2019	45.00	45.00	08/29/2019
4918	DEAN'S PEST CONTROLL LLC	44244	SMALL RODENT CONTROL @ S	07/01/2019	100.00	100.00	08/29/2019
4918	DEAN'S PEST CONTROLL LLC	44782	1X PEST MGT @ TOWN HALL	07/29/2019	100.00	100.00	08/29/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4918:					245.00	245.00	
65	DELCON INC	20129	URGENT REQUEST @ WELL #5	07/31/2019	630.00	630.00	08/29/2019
65	DELCON INC	20151	PROJ: 9-487- TOJ WELLL #3 FE	07/31/2019	1,101.47	1,101.47	08/29/2019
Total 65:					1,731.47	1,731.47	
3408	E.R. OFFICE EXPRESS	13424	ROLL MESH BLACK CHAIR	08/09/2019	139.74	139.74	08/29/2019
3408	E.R. OFFICE EXPRESS	13533	CRUISER MATE ALUMINU, STO	08/22/2019	48.33	48.33	08/29/2019
Total 3408:					188.07	188.07	
2380	EMPLOYERS COUNCIL SERVIC	0000304941	MEMBERSHIP DUES	08/12/2019	5,800.00	5,800.00	08/29/2019
Total 2380:					5,800.00	5,800.00	
6092	ENERGY 1	1703	PROJ: TOJ FLEET MAINTENAN	07/30/2019	274.04	274.04	08/29/2019
Total 6092:					274.04	274.04	
1134	ENERGY LABORATORIES INC.	255727	INFLUENT, EFFLUENT	08/17/2019	114.00	114.00	08/29/2019
1134	ENERGY LABORATORIES INC.	255860	BREAKROOM SINK @ PW- ANA	08/19/2019	392.00	392.00	08/29/2019
1134	ENERGY LABORATORIES INC.	256930	INFLUENT, EFFLUENT	08/22/2019	114.00	114.00	08/29/2019
Total 1134:					620.00	620.00	
81	EVANS CONSTRUCTION INC	193614	sand and truck time	02/13/2019	4,570.72	4,570.72	08/16/2019
81	EVANS CONSTRUCTION INC	198295	TICKET #: 70181946- CONCRET	08/13/2019	1,113.75	1,113.75	08/29/2019
Total 81:					5,684.47	5,684.47	
3876	FITZGERALD, TODD	1355	TREE WORK @ CEMETARY- LA	08/20/2019	365.00	365.00	08/29/2019
3876	FITZGERALD, TODD	1356	TREE REMOVAL @ 940 SIMON	08/20/2019	629.50	629.50	08/29/2019
Total 3876:					994.50	994.50	
4709	FLEETPRIDE	33339509	ALUMINUM MANIFOLD	08/13/2019	115.99	115.99	08/29/2019
4709	FLEETPRIDE	33494910	TIEROD LH & RH, FRT	08/14/2019	159.14	159.14	08/29/2019
4709	FLEETPRIDE	33605843	PADKIT, IN FRT	08/15/2019	1,090.48	1,090.48	08/29/2019
Total 4709:					1,365.61	1,365.61	
4859	Flowpoint Envirnmmental systems	2252	UPGRADE KIT- INSTALL- HYDR	08/26/2019	15,437.99	15,437.99	08/29/2019
Total 4859:					15,437.99	15,437.99	
4194	FREEDOM SERVICES	619	PROJ: RIDDELL FENCE- LABOR	08/26/2019	419.00	419.00	08/29/2019
Total 4194:					419.00	419.00	
3521	FRIENDS OF PATHWAYS	1180	cache creek ped bridge	06/30/2019	2,522.00	2,522.00	08/29/2019
Total 3521:					2,522.00	2,522.00	
6499	FULCRUM CONTRACTING	887	PROJ: TOJ FLEET DEPT. TIRE S	08/26/2019	26,777.03	26,777.03	08/29/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6499:					26,777.03	26,777.03	
1022	GALLS INC.	013292676	UNIFORM	07/26/2019	72.70	72.70	08/29/2019
1022	GALLS INC.	013350213	PATROL SHIRT	08/02/2019	145.41	145.41	08/29/2019
1022	GALLS INC.	013374529	PATROL UNIFORM	08/06/2019	290.87	290.87	08/29/2019
1022	GALLS INC.	013374567	PATROL UNIFORM	08/06/2019	72.71	72.71	08/29/2019
1022	GALLS INC.	013377751	BRASS NAMEPLATE	08/06/2019	42.80	42.80	08/29/2019
Total 1022:					624.49	624.49	
6126	GARMIN USA	DL13241530	MONTHLY SERVICES	08/27/2019	64.95	64.95	08/29/2019
Total 6126:					64.95	64.95	
6464	GEITTMANN LARSON SWIFT LL	7997	EASEMENT	08/12/2019	10,305.00	10,305.00	08/29/2019
Total 6464:					10,305.00	10,305.00	
4212	GILLIG LLC	40606548	VBAND CLAMP	08/01/2019	329.08	329.08	08/29/2019
4212	GILLIG LLC	40609969	DRIVER SLIDR WINDOW ASM	08/12/2019	2,032.66	2,032.66	08/29/2019
4212	GILLIG LLC	40611485	DUAL ELECTRIC HORN ASM	08/15/2019	87.74	87.74	08/29/2019
4212	GILLIG LLC	40611486	FAN CONTROL VALVE	08/15/2019	1,106.65	1,106.65	08/29/2019
4212	GILLIG LLC	40611938	OILYTE BUSHING, ARM BOLT,	08/16/2019	934.60	934.60	08/29/2019
4212	GILLIG LLC	40612856	FRONT AIR SPRING	08/20/2019	651.76	651.76	08/29/2019
4212	GILLIG LLC	40613279	HEIGHT CONTROL FILTER VAL	08/21/2019	117.19	117.19	08/29/2019
4212	GILLIG LLC	40613280	COMBUSTION AIR HEATER FA	08/21/2019	52.02	52.02	08/29/2019
4212	GILLIG LLC	40613681	CONTROL VALVE FAN	08/22/2019	1,144.72	1,144.72	08/29/2019
4212	GILLIG LLC	40614117	EQUALIZING ADJ BEAM, EQUA	08/23/2019	693.32	693.32	08/29/2019
Total 4212:					7,149.74	7,149.74	
5009	GM SHEET METAL LLC	3437	PAINT LOCK, CAN OF BLK PAIN	08/08/2019	501.80	501.80	08/29/2019
5009	GM SHEET METAL LLC	3437	PAINT LOCK, CAN OF BLK PAIN	08/08/2019	501.80	501.80	08/29/2019
Total 5009:					1,003.60	1,003.60	
5044	H&R ENTERPRISES	461	24 TOJ HATS FOR TOWN HALL	06/28/2019	311.23	311.23	08/29/2019
5044	H&R ENTERPRISES	461	30 TOJ HATS FOR PW	06/28/2019	389.60	389.60	08/29/2019
Total 5044:					700.83	700.83	
6505	HARRISON, WILLIAM	082919	BAIL REFUND CASE 19-06-0394	08/29/2019	1,240.00	1,240.00	08/29/2019
Total 6505:					1,240.00	1,240.00	
415	HAYSE M.D., BRUCE	204018	REF# 204018- DOT PHYSICAL:	06/04/2019	90.00	90.00	08/29/2019
415	HAYSE M.D., BRUCE	204770	REF# 204770- DOT PHYSICAL:	07/23/2019	90.00	90.00	08/29/2019
Total 415:					180.00	180.00	
4988	HD FOWLER COMPANY	I5238908	2" CLA-VAL MAIN BODY SS SEA	08/08/2019	276.00	276.00	08/29/2019
4988	HD FOWLER COMPANY	I5244952	2" IPS BLUE POLY PIPE	08/13/2019	227.00	227.00	08/29/2019
4988	HD FOWLER COMPANY	I5244956	CTS GRIP JOINT X PEP GRIP J	08/13/2019	1,540.44	1,540.44	08/29/2019
4988	HD FOWLER COMPANY	I5249533	TAPPING SLEEVE STAINLESS	08/17/2019	1,083.68	1,083.68	08/29/2019
Total 4988:					3,127.12	3,127.12	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6498	HERNANDEZ, ABELINA	082819	BAIL BOND 19-06-0104	08/28/2019	120.00	120.00	08/29/2019
Total 6498:					120.00	120.00	
96	HIGH COUNTRY LINEN	0145772	UNIFORMS: FLEET	08/08/2019	38.80	38.80	08/29/2019
96	HIGH COUNTRY LINEN	0145772	BUILDING MAINTS @ PW	08/08/2019	20.00	20.00	08/29/2019
96	HIGH COUNTRY LINEN	0145772	UNIFORMS: SEWER	08/08/2019	19.40	19.40	08/29/2019
96	HIGH COUNTRY LINEN	0145772	UNIFORMS: WATER	08/08/2019	26.67	26.67	08/29/2019
96	HIGH COUNTRY LINEN	0145772	UNIFORMS: ADMIN	08/08/2019	9.70	9.70	08/29/2019
96	HIGH COUNTRY LINEN	0145772	UNIFORMS: WWTP	08/08/2019	24.25	24.25	08/29/2019
96	HIGH COUNTRY LINEN	0145772	UNIFORMS: STREET	08/08/2019	50.93	50.93	08/29/2019
96	HIGH COUNTRY LINEN	0146963	MATS @ SHELTER	08/14/2019	61.93	61.93	08/29/2019
96	HIGH COUNTRY LINEN	0146968	BUILDING MAINT @ WWTP- BA	08/14/2019	86.57	86.57	08/29/2019
96	HIGH COUNTRY LINEN	0147077	MATS @ start	08/14/2019	241.80	241.80	08/29/2019
96	HIGH COUNTRY LINEN	0147997	BUILDING MAINT @ TOJ HOME	08/19/2019	7.50	7.50	08/29/2019
96	HIGH COUNTRY LINEN	0149453	BUILDING MAINT @ TOJ HOME	08/26/2019	25.31	25.31	08/29/2019
96	HIGH COUNTRY LINEN	S0147416	BUILDING MAINT @ TC REC DE	08/15/2019	240.24	240.24	08/29/2019
96	HIGH COUNTRY LINEN	S0147419	BUILDING MAINT @ TOJ RESTR	08/15/2019	329.00	329.00	08/29/2019
96	HIGH COUNTRY LINEN	S0147708	TOWELS & SUPPLIES TOWN H	08/16/2019	349.98	349.98	08/29/2019
96	HIGH COUNTRY LINEN	S0149150	BUILDING MAINT @ TOJ RESTR	08/23/2019	146.25	146.25	08/29/2019
96	HIGH COUNTRY LINEN	S0149151	BUILDING MAINT @ TC REC DE	08/23/2019	330.02	330.02	08/29/2019
Total 96:					2,008.35	2,008.35	
5937	HURST, RON	45146	REIMBURSTMENT FOR PRESC	08/09/2019	250.00	250.00	08/29/2019
Total 5937:					250.00	250.00	
4044	IDAHO FALLS PETERBILT	104780	EXHUAUST, ENV FEEM	08/02/2019	390.05	390.05	08/29/2019
4044	IDAHO FALLS PETERBILT	515982	DPF	08/12/2019	1,850.00	1,850.00	08/29/2019
4044	IDAHO FALLS PETERBILT	516208	2XL ORANGE NITRILE	08/13/2019	61.12	61.12	08/29/2019
Total 4044:					2,301.17	2,301.17	
5164	INTERNATIONAL MUNICIPAL LA	19972200	IMLA MEMBERSHIP	08/01/2019	480.00	480.00	08/29/2019
Total 5164:					480.00	480.00	
106	INTERSTATE BATTERY	22244495	(1) SRM-24	07/29/2019	89.95	89.95	08/29/2019
106	INTERSTATE BATTERY	22244576	(2) MTP-65HD, (3) SRM-24	08/05/2019	555.75	555.75	08/29/2019
106	INTERSTATE BATTERY	22244723	(2) MTP-65HD, (1) MTP-94R/H7	08/19/2019	395.85	395.85	08/29/2019
106	INTERSTATE BATTERY	22244724	CREDIT: (1) MTP-65HD	08/19/2019	142.95-	142.95-	08/29/2019
106	INTERSTATE BATTERY	22244803	(1) MTP-65HD	08/26/2019	142.95	142.95	08/29/2019
Total 106:					1,041.55	1,041.55	
110	INTERWEST SUPPLY COMPAN	IN0078316	PLOW BOLT, PLOW NUT	08/13/2019	302.00	302.00	08/29/2019
Total 110:					302.00	302.00	
1081	JACK'S TIRE & OIL	708791-37	ERS SERVICE, SNOPLUS, MTN/	04/16/2019	2,325.49	2,325.49	08/29/2019
1081	JACK'S TIRE & OIL	745210-37	12R22.5 MICHELIN XZE, LRH, 2	08/22/2019	3,112.94	3,112.94	08/29/2019
Total 1081:					5,438.43	5,438.43	
2	JACKSON CURBSIDE INC.	00027012	RECYCLING COLLECTION @ T	08/20/2019	550.00	550.00	08/29/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2:					550.00	550.00	
6474	JACKSON HOLE LAW, PC	1112	MUNICIPAL PROSECUTION FO	08/29/2019	1,501.25	1,501.25	08/29/2019
Total 6474:					1,501.25	1,501.25	
131	JACKSON HOLE NEWS & GUID	299347	AD#367647	07/31/2019	836.40	836.40	08/29/2019
131	JACKSON HOLE NEWS & GUID	299587	AD#367697	07/31/2019	23.33	23.33	08/29/2019
131	JACKSON HOLE NEWS & GUID	299763	AD#367645	07/31/2019	513.84	513.84	08/29/2019
131	JACKSON HOLE NEWS & GUID	300339	AD#368220: RFP: 2020 WATER	08/14/2019	96.03	96.03	08/29/2019
131	JACKSON HOLE NEWS & GUID	300339	AD#368220: RFP: 2020 WATER	08/14/2019	96.03	96.03	08/29/2019
131	JACKSON HOLE NEWS & GUID	300340	AD#368221	08/14/2019	217.10	217.10	08/29/2019
131	JACKSON HOLE NEWS & GUID	300423	AD#366969	08/14/2019	123.00	123.00	08/29/2019
131	JACKSON HOLE NEWS & GUID	300598	AD#369050	08/21/2019	62.63	62.63	08/29/2019
131	JACKSON HOLE NEWS & GUID	300599	AD#369049	08/21/2019	62.63	62.63	08/29/2019
131	JACKSON HOLE NEWS & GUID	300600	AD#369048	08/21/2019	62.63	62.63	08/29/2019
131	JACKSON HOLE NEWS & GUID	300601	AD#369046	08/21/2019	605.38	605.38	08/29/2019
131	JACKSON HOLE NEWS & GUID	300602	AD#368647	08/21/2019	50.10	50.10	08/29/2019
131	JACKSON HOLE NEWS & GUID	300674	AD#366970	08/21/2019	123.00	123.00	08/29/2019
131	JACKSON HOLE NEWS & GUID	300817	AD#369154	08/28/2019	554.40	554.40	08/29/2019
131	JACKSON HOLE NEWS & GUID	300818	AD#369177	08/28/2019	554.40	554.40	08/29/2019
131	JACKSON HOLE NEWS & GUID	300819	AD#367489	08/28/2019	198.00	198.00	08/29/2019
131	JACKSON HOLE NEWS & GUID	300943	AD#369196	08/28/2019	563.63	563.63	08/29/2019
131	JACKSON HOLE NEWS & GUID	300944	AD#369195	08/28/2019	246.33	246.33	08/29/2019
131	JACKSON HOLE NEWS & GUID	300945	AD#369052	08/28/2019	100.20	100.20	08/29/2019
Total 131:					5,089.06	5,089.06	
114	JACKSON LUMBER INC	00480784-001	STRIKE ANCHOR	08/20/2019	28.98	28.98	08/29/2019
114	JACKSON LUMBER INC	00481520-001	SELECT DSTRUCTURAL KD FIR	08/22/2019	56.51	56.51	08/29/2019
114	JACKSON LUMBER INC	00481630-001	SELECT DSTRUCTURAL KD FIR,	08/22/2019	56.23	56.23	08/29/2019
114	JACKSON LUMBER INC	00482962-001	PRE-MIX CONCRETE	08/27/2019	25.20	25.20	08/29/2019
114	JACKSON LUMBER INC	00483183-001	SELECT DSTRUCTURAL KD FIR	08/27/2019	840.16	840.16	08/29/2019
Total 114:					1,007.08	1,007.08	
6502	JACOBSON, THOMAS L	517	TOWN RESTROOMS- DELONEY	08/22/2019	180.00	180.00	08/29/2019
Total 6502:					180.00	180.00	
239	JH20 WATER CONDITIONING &	I190605912	BOTTLE DELONIZED WATER &	06/05/2019	48.00	48.00	08/29/2019
239	JH20 WATER CONDITIONING &	I190703292	BOTTLE DELONIZED WATER &	07/03/2019	35.00	35.00	08/29/2019
Total 239:					83.00	83.00	
139	JORGENSEN ASSOCIATES, PC	42984	PROJ: 18063- TOJ/CACHE CRE	07/31/2019	8,071.93	8,071.93	08/23/2019
139	JORGENSEN ASSOCIATES, PC	42989	PROJ: 18063- TOJ/CACHE CRE	08/01/2019	20,871.25	20,871.25	08/23/2019
Total 139:					28,943.18	28,943.18	
5473	KELLERSTRASS ENTERPRISES	1073495	DEF/BULK	06/25/2019	360.25	360.25	08/29/2019
5473	KELLERSTRASS ENTERPRISES	1084850	DRUM DEPOSIT, DRUM RETUR	08/09/2019	136.56	136.56	08/29/2019
5473	KELLERSTRASS ENTERPRISES	1086496	50/50 ANTIFREEZE, DRUM DEP	08/14/2019	1,516.00	1,516.00	08/29/2019
5473	KELLERSTRASS ENTERPRISES	D13385	MIDGRADE 87-E, DF #2 DYED U	08/27/2019	21,210.52	21,210.52	08/29/2019
Total 5473:					23,223.33	23,223.33	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2485	KENWORTH SALES COMPANY	IDFIN3467454	FREON	08/14/2019	189.98	189.98	08/29/2019
2485	KENWORTH SALES COMPANY	IDFIN3467454	FREON	08/14/2019	189.98	189.98	08/29/2019
2485	KENWORTH SALES COMPANY	IDFIN3474890	NUT-PRO TORQUE	08/21/2019	80.92	80.92	08/29/2019
Total 2485:					460.88	460.88	
5965	KIMLEY HORN	13709277	JACKSON PHASE 2 PARKING	04/30/2019	8,467.50	8,467.50	08/29/2019
Total 5965:					8,467.50	8,467.50	
4102	LACAL EQUIPMENT, INC	0308358-IN	PIN WLDT	08/23/2019	164.52	164.52	08/29/2019
Total 4102:					164.52	164.52	
5694	LEIGH, CHRISTOPHER S.	082119	LEGAL SERVICES	08/21/2019	375.00	375.00	08/29/2019
Total 5694:					375.00	375.00	
156	LOWER VALLEY ENERGY INC	19299	92050: SOLAR FARM BILLING P	08/07/2019	3,600.00	3,600.00	08/29/2019
Total 156:					3,600.00	3,600.00	
4258	MD NURSERY & LANDSCAPING	15461	PROJ: DEWEY DIMARZIO- INST	08/16/2019	877.50	877.50	08/29/2019
Total 4258:					877.50	877.50	
4623	MSC INDUSTRIAL SUPPLY CO	3167215001	HX CAP SCREWM ELBOWM CO	07/29/2019	208.81	208.81	08/29/2019
4623	MSC INDUSTRIAL SUPPLY CO	3199696001	SORBENT, CABLE TIE BLK, CRI	08/08/2019	171.30	171.30	08/29/2019
Total 4623:					380.11	380.11	
257	NAPA AUTO PARTS INC.	860118	NAPAGOLD OIL FILTER, NAPA	07/08/2019	26.57	26.57	08/29/2019
257	NAPA AUTO PARTS INC.	860429	SMALL FLAT GLASS MIRROR	07/09/2019	116.42	116.42	08/23/2019
257	NAPA AUTO PARTS INC.	862442	D EARTH	07/18/2019	29.07	29.07	08/23/2019
257	NAPA AUTO PARTS INC.	863194	BRAKE PADS	07/22/2019	39.77	39.77	08/29/2019
257	NAPA AUTO PARTS INC.	863678	FILTERS	07/24/2019	178.27	178.27	08/23/2019
257	NAPA AUTO PARTS INC.	863679	HOSE CLAMP	07/24/2019	11.61	11.61	08/23/2019
257	NAPA AUTO PARTS INC.	863858	GLOVES	07/24/2019	75.14	75.14	08/23/2019
257	NAPA AUTO PARTS INC.	863869	CABIN AIR FILTER	07/24/2019	9.21	9.21	08/23/2019
257	NAPA AUTO PARTS INC.	864411	MECHANIC TOOLS	07/26/2019	219.99	219.99	08/23/2019
257	NAPA AUTO PARTS INC.	865018	RELAY, FRT	07/29/2019	565.95	565.95	08/23/2019
257	NAPA AUTO PARTS INC.	865341	FILTERS AND BLADES	07/31/2019	681.81	681.81	08/23/2019
257	NAPA AUTO PARTS INC.	865342	FILTERS	07/31/2019	34.92	34.92	08/23/2019
257	NAPA AUTO PARTS INC.	865363	MINI PULLER	07/31/2019	129.99	129.99	08/23/2019
257	NAPA AUTO PARTS INC.	865475	LIT ION IMP DRIVER KT, SHOP	07/31/2019	140.98	140.98	08/23/2019
257	NAPA AUTO PARTS INC.	865956	BRAKE PADS	08/02/2019	38.61	38.61	08/29/2019
257	NAPA AUTO PARTS INC.	867032	SOLENOID	08/07/2019	73.64	73.64	08/23/2019
257	NAPA AUTO PARTS INC.	867250	REGULATOR	08/08/2019	44.99	44.99	08/29/2019
257	NAPA AUTO PARTS INC.	867284	AGC7-12 FUSE	08/08/2019	2.51	2.51	08/23/2019
257	NAPA AUTO PARTS INC.	867323	HOSE CLAMP	08/08/2019	27.99	27.99	08/23/2019
257	NAPA AUTO PARTS INC.	868566	MICRO2 FUSE	08/14/2019	37.56	37.56	08/29/2019
257	NAPA AUTO PARTS INC.	868773	NAPAGOLD OIL FILTER	08/14/2019	180.88	180.88	08/29/2019
257	NAPA AUTO PARTS INC.	869707	2.5 DEF	08/19/2019	21.34	21.34	08/29/2019
257	NAPA AUTO PARTS INC.	870322	NAPAGOLD OIL, AIR, FULE FILT	08/21/2019	470.84	470.84	08/29/2019
257	NAPA AUTO PARTS INC.	870323	NAPAGOLD OIL FILTER, NAPAG	08/21/2019	138.57	138.57	08/29/2019
Total 257:					3,296.63	3,296.63	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6500	NATIONAL ASSOCIATION OF C	58776	FY 2019/2020 MEMBERSHIP DU	08/15/2019	187.50	187.50	08/29/2019
6500	NATIONAL ASSOCIATION OF C	58776	FY 2019/2020 MEMBERSHIP DU	08/15/2019	187.50	187.50	08/29/2019
6500	NATIONAL ASSOCIATION OF C	58776	FY 2019/2020 MEMBERSHIP DU	08/15/2019	375.00	375.00	08/29/2019
Total 6500:					750.00	750.00	
4562	NATURESCAPE DESIGNS	072719	PRUNE TREES @ WWTP	07/27/2019	1,571.00	1,571.00	08/29/2019
Total 4562:					1,571.00	1,571.00	
5302	PARTSMASTER	23452325	ANTI-SEIZE COMPOUND, LOCK	08/15/2019	83.17	83.17	08/29/2019
Total 5302:					83.17	83.17	
6449	PCM	B12112100101	VEHICLE PRINTER	07/23/2019	110.24	110.24	08/29/2019
Total 6449:					110.24	110.24	
6068	POWER ENGINEERING CO, INC	0219381-IN	PECO SULFAMIC ACID W/O INH	08/08/2019	376.70	376.70	08/29/2019
Total 6068:					376.70	376.70	
5778	PREMIER POWDER COATING &	LAWNB22	ELK HORN BENCHES & SHIPPI	08/20/2019	15,350.00	15,350.00	08/29/2019
Total 5778:					15,350.00	15,350.00	
6483	PREMIER TRUCK- SALT LAKE C	775100015	MANIFOLD	07/14/2019	580.57	580.57	08/29/2019
6483	PREMIER TRUCK- SALT LAKE C	775105352	INJECTOR TUBE	07/31/2019	55.15	55.15	08/29/2019
6483	PREMIER TRUCK- SALT LAKE C	775108137	TURBO HX, OPCUM, CORE	08/08/2019	1,546.20	1,546.20	08/29/2019
6483	PREMIER TRUCK- SALT LAKE C	775108537	SENSRO MIT, CORE DEPOSIT	08/09/2019	559.28	559.28	08/29/2019
6483	PREMIER TRUCK- SALT LAKE C	775108973	SENSOR PRE	08/12/2019	73.78	73.78	08/29/2019
6483	PREMIER TRUCK- SALT LAKE C	775110009	TEMP SENSOR	08/14/2019	10.35	10.35	08/29/2019
6483	PREMIER TRUCK- SALT LAKE C	775110134	MANIFOLD, TURBOCHARGE, F	08/21/2019	2,565.48	2,565.48	08/29/2019
6483	PREMIER TRUCK- SALT LAKE C	775111125	AIR VALVE	08/19/2019	183.64	183.64	08/29/2019
Total 6483:					5,574.45	5,574.45	
6507	RECTOR, JAMES	080719	BUD BOLLER ART WORK	08/07/2019	2,783.96	2,783.96	08/29/2019
Total 6507:					2,783.96	2,783.96	
6106	RELIABLE LOGISTIC SERVICES	SLC108400	AFTON TO JACKSON, FUEL SU	08/08/2019	21.47	21.47	08/29/2019
Total 6106:					21.47	21.47	
4723	RON'S TOWING	11587	TOWING- TCSO 137- STAR VAL	08/20/2019	350.00	350.00	08/29/2019
Total 4723:					350.00	350.00	
4125	ROSS CONCRETE CONST LLC	072619B	PROJ: GLENWOOD STREET- P	07/26/2019	810.90	810.90	08/23/2019
4125	ROSS CONCRETE CONST LLC	081319A	PROJ: REC CENTER PARKING-	08/13/2019	450.00	450.00	08/29/2019
Total 4125:					1,260.90	1,260.90	
5812	RUI INC. DBA VILLAGE GARDN	1317227	WORK @ 940 SIMON	07/31/2019	332.32	332.32	08/29/2019
5812	RUI INC. DBA VILLAGE GARDN	1317232	WORK @ 174 N KING ST	07/31/2019	488.00	488.00	08/29/2019
5812	RUI INC. DBA VILLAGE GARDN	1317249	WORK @ 145 W HANSEN	07/31/2019	366.00	366.00	08/29/2019
5812	RUI INC. DBA VILLAGE GARDN	1317293	WORK @ 145 & 155 E PEARL A	07/31/2019	251.42	251.42	08/29/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5812	RUI INC. DBA VILLAGE GARDN	1317295	WORK @ 455 VINE ST	07/31/2019	207.38	207.38	08/29/2019
5812	RUI INC. DBA VILLAGE GARDN	1317369	WORK @ 685 & 675 E HANSEN	07/31/2019	175.80	175.80	08/29/2019
5812	RUI INC. DBA VILLAGE GARDN	13717196	WORK @ WILDFLOWER CT	07/31/2019	86.70	86.70	08/29/2019
Total 5812:					1,907.62	1,907.62	
2597	RUSCHILL, RUSSELL	082219	TUITIOM REIMBURSEMENT	08/22/2019	2,958.75	2,958.75	08/29/2019
Total 2597:					2,958.75	2,958.75	
4831	SCHAEFFER MFG. CO	PXG3207-INV1	SUPREME 9000 FULL SYNTHET	07/31/2019	1,264.45	1,264.45	08/29/2019
Total 4831:					1,264.45	1,264.45	
6459	SERVPRO OF IDAHO FALLS	471227	MOLD REMED @ 940 SIMON LA	08/23/2019	15,298.11	15,298.11	08/29/2019
Total 6459:					15,298.11	15,298.11	
4359	SHERWIN-WILLIAMS CO.	0299-5	5 GAL RED, 5 GAL WHITE	08/08/2019	579.60	579.60	08/29/2019
Total 4359:					579.60	579.60	
6365	SIGN IT NOW INC	3617	PROJ: PARKING FOR TOWN HA	08/26/2019	1,603.42	1,603.42	08/29/2019
Total 6365:					1,603.42	1,603.42	
6501	SILLIMAN, JEFF	081219	REIMBURSEMENT FOR SUPPLY	08/12/2019	10.06	10.06	08/29/2019
6501	SILLIMAN, JEFF	081219	REIMBURSEMENT FOR SUPPLY	08/12/2019	7.94	7.94	08/29/2019
6501	SILLIMAN, JEFF	081219	REIMBURSEMENT FOR SUPPLY	08/12/2019	12.71	12.71	08/29/2019
Total 6501:					30.71	30.71	
4720	SILVERSTAR	2229082	MONTHLY SERVICE	08/01/2019	36.76	36.76	08/29/2019
4720	SILVERSTAR	2229082	MONTHLY SERVICE	08/01/2019	2,012.31	2,012.31	08/29/2019
4720	SILVERSTAR	2229082	MONTHLY SERVICE	08/01/2019	260.00	260.00	08/29/2019
Total 4720:					2,309.07	2,309.07	
1605	SMITH, G. TODD	082319	TRAVEL REIMBURSE	08/23/2019	564.40	564.40	08/29/2019
1605	SMITH, G. TODD	082319	TRAVEL REIMBURSE	08/23/2019	564.40	564.40	08/29/2019
Total 1605:					1,128.80	1,128.80	
4699	SNAKE RIVER ROASTING	610473	COFFE- PW SHOP	07/31/2019	48.45	48.45	08/29/2019
4699	SNAKE RIVER ROASTING	620313	coffee	08/14/2019	48.45	48.45	08/29/2019
4699	SNAKE RIVER ROASTING	620314	COFFE PW MAIN SHOP	08/14/2019	48.45	48.45	08/29/2019
4699	SNAKE RIVER ROASTING	620499	COFFEE	08/22/2019	53.30	53.30	08/29/2019
Total 4699:					198.65	198.65	
6506	STOLLE, ANA	082819	BAIL REFUND CASE 19-07-0019	08/28/2019	1,500.00	1,500.00	08/29/2019
Total 6506:					1,500.00	1,500.00	
1054	SUNRISE ENVIRONMENTAL	100679	EXETER	08/07/2019	129.28	129.28	08/29/2019
Total 1054:					129.28	129.28	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4990	Swagit Productions, LLC	13483	VIDEO STREAMING	07/31/2019	1,775.00	1,775.00	08/29/2019
Total 4990:					1,775.00	1,775.00	
6504	TETI, AGATHA	082719	REIMBURSE FOR NEW DOOR L	08/27/2019	79.97	79.97	08/29/2019
Total 6504:					79.97	79.97	
2362	TETON COUNTY PUBLIC HEAL	20-1179	J. SIGHN- HEP B VACCINE, AD	08/07/2019	60.00	60.00	08/29/2019
Total 2362:					60.00	60.00	
1355	TETON COUNTY TRANSFER ST	426476	YARD WASTE	08/14/2019	205.00	205.00	08/29/2019
1355	TETON COUNTY TRANSFER ST	426629	YARD WASTE	08/15/2019	62.00	62.00	08/29/2019
1355	TETON COUNTY TRANSFER ST	427846	DIM/LUMBER	08/23/2019	18.00	18.00	08/29/2019
Total 1355:					285.00	285.00	
342	TETON COUNTY WEED & PEST	072019D	LEASE FOR HOUSING UNITS	07/20/2019	2,250.00	2,250.00	08/29/2019
342	TETON COUNTY WEED & PEST	082019A	LEASE FOR HOUSING UNITS	08/20/2019	2,250.00	2,250.00	08/29/2019
342	TETON COUNTY WEED & PEST	082019C	LEASE FOR HOUSING UNITS	08/20/2019	7,200.00	7,200.00	08/29/2019
Total 342:					11,700.00	11,700.00	
268	TETON MOTORS INC	5091266	JOINT KIT	07/17/2019	53.60	53.60	08/29/2019
268	TETON MOTORS INC	5091337	ACTUATOR	07/23/2019	43.08	43.08	08/29/2019
Total 268:					96.68	96.68	
5846	TETON TOOLS LLC	08201919239	19MM & 22MM CUMINS FUEL LI	08/20/2019	79.00	79.00	08/29/2019
5846	TETON TOOLS LLC	08201919242	MISC	08/20/2019	500.00	500.00	08/29/2019
5846	TETON TOOLS LLC	08271919367	SCREWDRIVER W/1 BATTERY	08/27/2019	282.95	282.95	08/29/2019
Total 5846:					861.95	861.95	
3237	THE AFTERMARKET PARTS CO	81819511	HOSE ASM-POWER STEER, FR	08/14/2019	272.67	272.67	08/29/2019
Total 3237:					272.67	272.67	
3955	THOMSON WEST	840695442	MONTHLY CHARGES	07/31/2019	398.40	398.40	08/29/2019
3955	THOMSON WEST	840695442	MONTHLY CHARGES	07/31/2019	796.81	796.81	08/29/2019
3955	THOMSON WEST	840777725	LIBRARY PLAN CHANGES	08/04/2019	45.00	45.00	08/29/2019
Total 3955:					1,240.21	1,240.21	
5328	TIMBER RIDGE ACADEMY	082819	RELEASE BOND B18-0038 REC	08/29/2019	12,337.50	12,337.50	08/29/2019
Total 5328:					12,337.50	12,337.50	
6199	UHL, ANGIE	082219	TUITION REIMBURSEMENT	08/22/2019	715.50	715.50	08/29/2019
Total 6199:					715.50	715.50	
3527	UPS	0000129VW43	SHIPPING CHARGE-POLICE	08/10/2019	10.17	10.17	08/29/2019
3527	UPS	0000129VW43	SHIPPING CHARGE-POLICE	08/17/2019	10.17	10.17	08/29/2019
Total 3527:					20.34	20.34	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1949	VERIZON WIRELESS	9835226954	MONTHLY SERVICES	08/01/2019	7,005.37	7,005.37	08/29/2019
Total 1949:					7,005.37	7,005.37	
6086	WATER WERKS, INC	2374	PROJ: HOME RANCH SERVICE	08/15/2019	265.30	265.30	08/29/2019
6086	WATER WERKS, INC	2375	PROJ: DELONEY- LABOR: MON	08/15/2019	95.00	95.00	08/29/2019
Total 6086:					360.30	360.30	
563	WESTBANK SANITATION	3184653	TRASH REMOVAL @ WWTP	08/01/2019	680.51	680.51	08/29/2019
Total 563:					680.51	680.51	
6044	WESTERN MUNICIPAL CONST	19-21 072619	PROJECT 18063 PAY APP #1 C	07/31/2019	163,724.16	163,724.16	08/23/2019
6044	WESTERN MUNICIPAL CONST	19-21 072619	PROJECT 18063 PAY APP #1 C	07/31/2019	8,617.50	8,617.50	08/23/2019
6044	WESTERN MUNICIPAL CONST	19-21 072619	PROJECT 18063 PAY APP #1 C	07/31/2019	100,473.44	100,473.44	08/23/2019
6044	WESTERN MUNICIPAL CONST	19-21 072619	PROJECT 18063 PAY APP #1 C	07/31/2019	4,396.50	4,396.50	08/23/2019
Total 6044:					277,211.60	277,211.60	
1640	WESTERN STATE	CM00074157	CREDIT: GLASS	07/25/2019	205.29	205.29	08/29/2019
1640	WESTERN STATE	IN001042586	GLASS	07/25/2019	193.67	193.67	08/29/2019
1640	WESTERN STATE	IN001045227	CATERPILLAR 47" GR BKT	07/29/2019	1,092.45	1,092.45	08/29/2019
1640	WESTERN STATE	IN001054287	WASHER, CAPRSCREW, BRAC	08/06/2019	299.62	299.62	08/29/2019
1640	WESTERN STATE	IN001062391	PITBULL SCREEN PLANT- ENVI	08/15/2019	1,515.00	1,515.00	08/29/2019
1640	WESTERN STATE	IN001062391	PITBULL SCREEN PLANT- ENVI	08/15/2019	1,515.00	1,515.00	08/29/2019
Total 1640:					4,410.45	4,410.45	
4638	WIND RIVER PARTNERS, LLC	021519	SITE RENT FOR CONSTRUCTIO	02/15/2019	12,000.00	12,000.00	08/26/2019
Total 4638:					12,000.00	12,000.00	
6497	WINTER & COMPANY	22677	TOWN OF JACKSON CHARACT	07/29/2019	16,826.24	16,826.24	08/29/2019
6497	WINTER & COMPANY	22677	TOWN OF JACKSON CHARACT	07/29/2019	5,608.76	5,608.76	08/29/2019
Total 6497:					22,435.00	22,435.00	
3619	WY CHILD SUPPORT ENFORCE	08282019	case #209790 GALLEGHER	08/28/2019	146.76	146.76	08/28/2019
Total 3619:					146.76	146.76	
504	WYDOT	082919	TRANSFER - CITY 1449	08/29/2019	2.00	2.00	08/29/2019
504	WYDOT	082919	TRANSFER - CITY 1455	08/29/2019	2.00	2.00	08/29/2019
Total 504:					4.00	4.00	
2548	WYOMING CONF OF BLDG OFF	070119	LOGAN PROBST MEMBERSHIP	07/01/2019	50.00	50.00	08/29/2019
2548	WYOMING CONF OF BLDG OFF	070119	KELLY SLUDER MEMBERSHIP	07/01/2019	50.00	50.00	08/29/2019
Total 2548:					100.00	100.00	
4213	WYOMING GLASS WORKS	072919	1/8" MIRROR TO PATTERN FOR	07/29/2019	50.00	50.00	08/29/2019
Total 4213:					50.00	50.00	
1764	WYOMING.COM INC	1892639	DOMAIN HOSTING	08/05/2019	10.00	10.00	08/29/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1764:					10.00	10.00	
2179	XEROX CORPORATION	097690904	CONTRACT COPIER	08/01/2019	120.87	120.87	08/29/2019
2179	XEROX CORPORATION	097690905	CONTRACT COPIER	08/01/2019	128.82	128.82	08/29/2019
2179	XEROX CORPORATION	097690906	CONTRACT COPIER	08/01/2019	90.52	90.52	08/29/2019
2179	XEROX CORPORATION	097690907	CONTRACT COPIER	08/01/2019	20.06	20.06	08/29/2019
2179	XEROX CORPORATION	097690925	CONTRACT COPIER	08/01/2019	68.18	68.18	08/29/2019
Total 2179:					428.45	428.45	
2842	YELLOW IRON EXCAVATION, L	38788	TRASH REMOVAL @ SHELTER	07/31/2019	124.00	124.00	08/29/2019
2842	YELLOW IRON EXCAVATION, L	38791	JULY YARD DUMPSTER	07/31/2019	200.00	200.00	08/29/2019
Total 2842:					324.00	324.00	
6321	ZUERCHER TECHNOLOGIES	247000	FIELDS OPS SUBSCRIPTION	07/31/2019	360.00	360.00	08/29/2019
Total 6321:					360.00	360.00	
Grand Totals:					751,494.00	751,494.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



TOWN OF JACKSON

TOWN COUNCIL

AGENDA DOCUMENTATION

PREPARATION DATE: August 28, 2019
MEETING DATE: September 3, 2019

SUBMITTING DEPARTMENT: Town Clerk
DEPARTMENT DIRECTOR: Roxanne Devries Robinson
PRESENTER: Carl Pelletier, Special Events Coordinator

SUBJECT: Farm to Fork Festival

STATEMENT/PURPOSE

The Mayor and Council approve the use of town streets and temporary no parking signage for special events.

BACKGROUND/ALTERNATIVES

The applicants, Central Wyoming College and Slow Foods of the Tetons, request permission reserve approximately 10 parking spaces on S. Cache Street in front of the Center Park Lawn on Saturday, October 5, 2019 from 8:00 A.M. until 5:00 P.M. The applicants are requesting parking spaces for vendors who are participating in the "Farm to Food" event at the Center for the Arts. These spaces would be utilized for vendor loading between the hours of 8:00 A.M. and 11:00 A.M. The applicant would then reduce the amount of reserved spaces down to approximately 3 for the remainder of the day for vendor load out. The Farm to Food event is open to the community.

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

1. Permission to reserve approximately 10 parking spaces on South Cache Street adjacent to the Center for the Arts lawn on October 5th from 8:00 A.M. – 5:00 P.M.
2. Permission to post "No Parking" signs in front of these spaces prior to the event.
3. Use of Town barricades and street signs for the parking space closure.

This application has been submitted to all Town departments for review.

ATTACHMENTS

Special Event Application

FISCAL IMPACT

Income from catering permit and exposition license.

STAFF IMPACT

Minimal, but includes the services of Public Works staff to issue any town equipment such as cones or barricades that would be necessary for the event.

LEGAL REVIEW

N/A

RECOMMENDATION

If the Council wishes to approve this special event then the staff recommends that the event is subject to the following conditions and restrictions:

1. The applicant shall clean up immediately following the event and shall be responsible for the collection and removal of all refuse generated by each event.
2. All walkways and boardwalks must be kept unobstructed at all times.
3. The applicant shall coordinate any road or parking space closures with the Police Department.
4. The applicant shall be responsible for the production, posting, and removal of the no parking signs.
5. The applicant shall notify, in advance, all business affected by any parking space closures.
6. The applicant shall not block the store fronts of businesses.
7. The applicant and all participating organizations are required to maintain liability insurance in the amount of \$1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.
8. The applicant shall be responsible for the check out, pick up, set up and return of all barricades and road signs from the Public Works Department. The applicant will be responsible for any deposit required for this equipment.

SUGGESTED MOTION

If the Town Council wishes to approve of this special event then staff would suggest the following motion:

I move to approve the special event application submitted by Central Wyoming College and Slow Foods of the Tetons, to reserve approximately 10 parking spaces on S. Cache Street in front of the Center Park Lawn on Saturday, October 5, 2019 from 8:00 A.M. until 5:00 P.M

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: Farm to Fork Festival

Name of Organization: Central Wyoming College and Slow Food in the Tetons

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

Mailing Address: PO Box 4795

City: Jackson State: State Zip Code: 83001

Name of Person Completing Application: Amy Madera and Scott Steen

Email Address: tetonslowfood@gmail.com

Work Phone: 307-733-4211

Cell Phone: 406-579-7852

EVENT INFORMATION

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

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

Festival to include Workshops, Booths & Food Trucks, Live Music, Community Lunch and

Location of Event: Center for the Arts Campus

Alternative Location: _____

Date(s) of Event: October 5, 2019

Event Operating Hours: 11am - 4pm

Event Set Up Begins Date: October 04, 2019

Time: 1pm

Event Clean Up Ends Date: October 05, 2019

Time: 6pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 600 Total Event: 600

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: Ashley Cassat Cell Phone: 619-972-6904

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

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

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

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

If "Yes", how many parking spaces will be unavailable due to the event: 8 parking spaces

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

Have you provided a sample of the notice and a proposed list of recipients? ☐ Yes ☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?

☐ Yes

☐ No

If "Yes", please indicate times: Start Time: 11am Finish Time: 4pm

Will your event feature any musical entertainment?

☒ Yes

☐ No

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

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners?

☐ Yes

☐ No

If "Yes", have you completed a sign permit application?

☐ Yes

☐ No

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached:

☒ Yes

☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets: 3 Number of ADA Accessible Portable Toilets: 1

If "No", please explain: _____

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

Restroom Company: Macy

Restroom Drop off / Pick Up Date for Drop Off: 10/5/19 Time for Drop Off: 8am

Date for Pick Up: 10/8/19 Time for Pick Up: 6pm

ALCOHOL

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

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

If "Yes", what will be offered in addition to beer? wine & cocktails

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event:

Produce, prepared and packaged food.

Will any food or beverages be sold at your event?

☒ Yes

☐ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☒ No

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

How many trash receptacles will be supplied for your event? 1 Zero Waste station

When will the trash receptacles be delivered? 10/5/19

When will the trash receptacles be picked up and removed from site? 10/5/19

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

We will be duplicating the People's Market "Zero Hero" to encourage recycling and composting as well as providing waste bins. We will be providing reusable bowls, plates, silverware and glassware for up to 600 ppl.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

How many recycling receptacles will they (or you) supply for your event? 1 station

When will these recycling receptacles be delivered? 10/5/19

When will recycling receptacles be picked up and removed from site? 10/5/19

Describe your plan for collection and removal of recyclable materials during your special event:
We will be duplicating the People's Market "Zero Hero" to encourage recycling and composting as well as providing waste bins. We will be providing reusable bowls, plates, silverware and glassware for up to 600ppl.

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes

☒ No

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

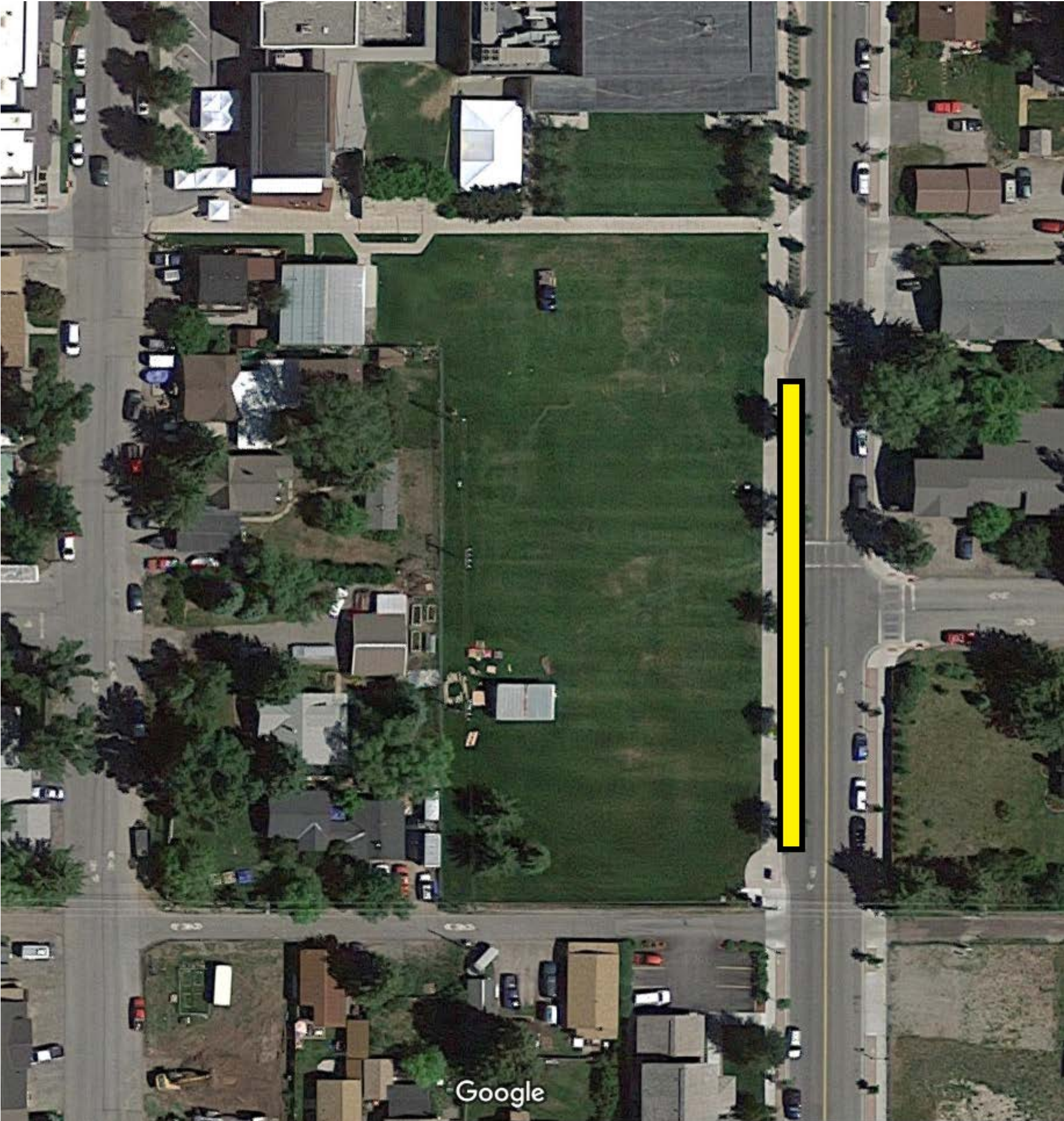
I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT: 
Signature

APPLICANT: Amy Madera
Printed Name

DATE: 08/16/2019

TITLE: Director of Culinary Programs





SLOWFOO-01

AGRAF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 6024 HUB International Mountain States Limited 1315 S Highway 89, Suite 103 PO Box 2560 Jackson, WY 83001	CONTACT NAME: Andrea Graf PHONE (A/C, No, Ext): (307) 732-5954 FAX (A/C, No): E-MAIL ADDRESS: andrea.graf@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Slow Food in the Tetons PO Box 7290 Jackson, WY 83002	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2015758	6/23/2019	6/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PHPK2015758	6/23/2019	6/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Jackson
175 South Willow
Jackson, WY 83001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



TOWN OF JACKSON CATERING PERMIT APPLICATION

Date Paid _____ Fee \$ _____

(Note: The fee is \$20 per day (for each 24 hour period). If alcohol service runs past 12-midnight, then it will be counted as two days, and the fee is \$40.)

A catering permit authorizes a retail or resort liquor license holder to sale alcoholic and malt beverages away from their licensed premises at special events and public gatherings.

Catering Permits will be reviewed by the Town Clerk and may be issued upon payment to the Town of Jackson. Please submit applications at least 3 business days before the date of the event to: Jackson Town Hall, 150 East Pearl Avenue, PO Box 1687, Jackson, WY 83001. Fax to 307-739-0919. For further information, please call (307) 733-3932 ext. 1113.

Name of Event Sponsor: SHOW FOOD IN THE TETONS
Who is promoting the event?

Name & Purpose of Event: FARM TO FORK FESTIVAL

Date(s) of Event: OCT 5, 2019

Hours of Alcohol Service & Consumption: 11am - 4pm

Event Premises (Business name and physical address): Center for the Arts, 265 S. Cache St

Current Use of Event Premises: ARTS

Anticipated Number of Attendees at Any Given Time: 600

By signing below, the Catering Permit Holder represents that this event is an authorized use of the event premises and understands State and Local law (printed on the reverse side) regarding Catering Permits.

Printed Name of Permit Holder: Scott Stearn
Name of person responsible for this permit

Signature: [Signature] Phone Number: 406 579 7852

Name of Retail or Resort Liquor License Holder: Bin 22

As the holder of the retail or resort liquor license, I understand that:

- 1) My business is also responsible for compliance with all applicable state and local liquor laws and ordinances at this event, including, for example, no service to any person under 21 years of age or who is obviously intoxicated, not selling or permitting consumption off of the described event premises, and all sales and consumption shall occur within the permitted hours, and
- 2) My Retail/Resort License could be penalized or denied renewal for any liquor violations at this event.

Authorized signature of retail or resort liquor license holder:

Signature: [Signature] Print Name: Jeremy Walker



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING

PRESENTER: PAUL ANTHONY

MEETING DATE: SEPTEMBER 3, 2019

SUBJECT: TEMPORARY SIGN PERMIT – Western Design Conference

STATEMENT/PURPOSE

To approve or deny relief from the Town's sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested temporary banners to be located at:

105 Buffalo Way, Albertsons during:
September 4, 2019 to September 8, 2019

100 E. Snow King Avenue, Event Center during:
September 4, 2019 to September 8, 2019

Section 4670.I of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Applicant Submittal

RECOMMENDATION

The Planning Director makes no recommendation for the banners to be located in two locations subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The signs for the Western Design Conference may be installed at:
105 Buffalo Way, Albertsons during:
September 4, 2019 to September 8, 2019

100 E. Snow King Avenue, Event Center during:
September 4, 2019 to September 8, 2019

SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with the Western Design Conference subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)



TEMPORARY SIGN PERMIT APPLICATION
Planning & Building Department

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

EVENT NAME:

Event Name: Western Design Conference Physical Address of Event: 100 E. Snow King Ave.
Description of Event: art show
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT:

Name: Allison Merritt Phone: 307 690 9719
Mailing Address: Box 7889 Jackson WY 83002 ZIP: _____
E-mail: allison@westerndesignconference.com Non-Profit: ☐ For Profit: ☒

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: _____	Business/Description: <u>Show King Center</u>
Physical Address: <u>5-way Intersection on grass</u>	Physical Address: <u>100 E. Snow King Ave</u>
Dates of Display: <u>9/2 - 9/8</u>	Dates of Display: <u>9/2 - 9/8</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Have you attached the following? Please circle.

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

6' white
flag material
tear drop
shape temp.
flag.

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

Signature of Authorized Event Applicant

Applicant Name Printed

Date

Title





TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: PLANNING & BUILDING

PRESENTER: PAUL ANTHONY

MEETING DATE: SEPTEMBER 3, 2019

SUBJECT: TEMPORARY SIGN PERMIT – Shervin’s Tire Sale

STATEMENT/PURPOSE

To approve or deny relief from the Town’s sign ordinance for the use of temporary signage not requiring a special event or exposition license.

BACKGROUND/ALTERNATIVES

The applicant has requested a temporary banner to be located at:

400 S. Highway 89, Shervin’s during:
September 4, 2019 to September 14, 2019

Section 6.5.1.C.4 of the Town’s Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

COMPREHENSIVE PLAN ALIGNMENT

Staff finds that the proposal is consistent with Comprehensive Plan.

STAKEHOLDER ANALYSIS

None

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

N/A

ATTACHMENTS

Applicant Submittal

RECOMMENDATION

The Planning Director makes no recommendation for the banner to be located in one location subject to the following conditions:

1. The use of the site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign for Shervin's Tire Sale may be installed at:
400 S. Highway 89, Shervin's during:
September 4, 2019 to September 14, 2019

SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Shervin's Oil subject to three (3) conditions of approval.

(Although Staff is not making a recommendation of the application, the motion is made in the affirmative.)



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

EVENT NAME:

Event Name: TIRE SALE Physical Address of Event: 400 S HWY 89
 Description of Event: TIRE SALE FALL
 Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: DARRELL @ SHERVIN OIL . BIT Phone: 307 733 3792
 E-mail: BOX 14450 JACKSON ZIP: 83002
 Non-Profit: ☐ For Profit: ☒

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>SHERVIN'S</u>	Business/Description: _____
Physical Address: <u>400 S HWY 89</u>	Physical Address: _____
Dates of Display: <u>1 SEP - 14 SEP</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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

Signature of Authorized Event Applicant

Applicant Name Printed

Temporary Sign Application

Date

Title

ATTN: Sign Dept

2 SIGNS BACK TO BACK

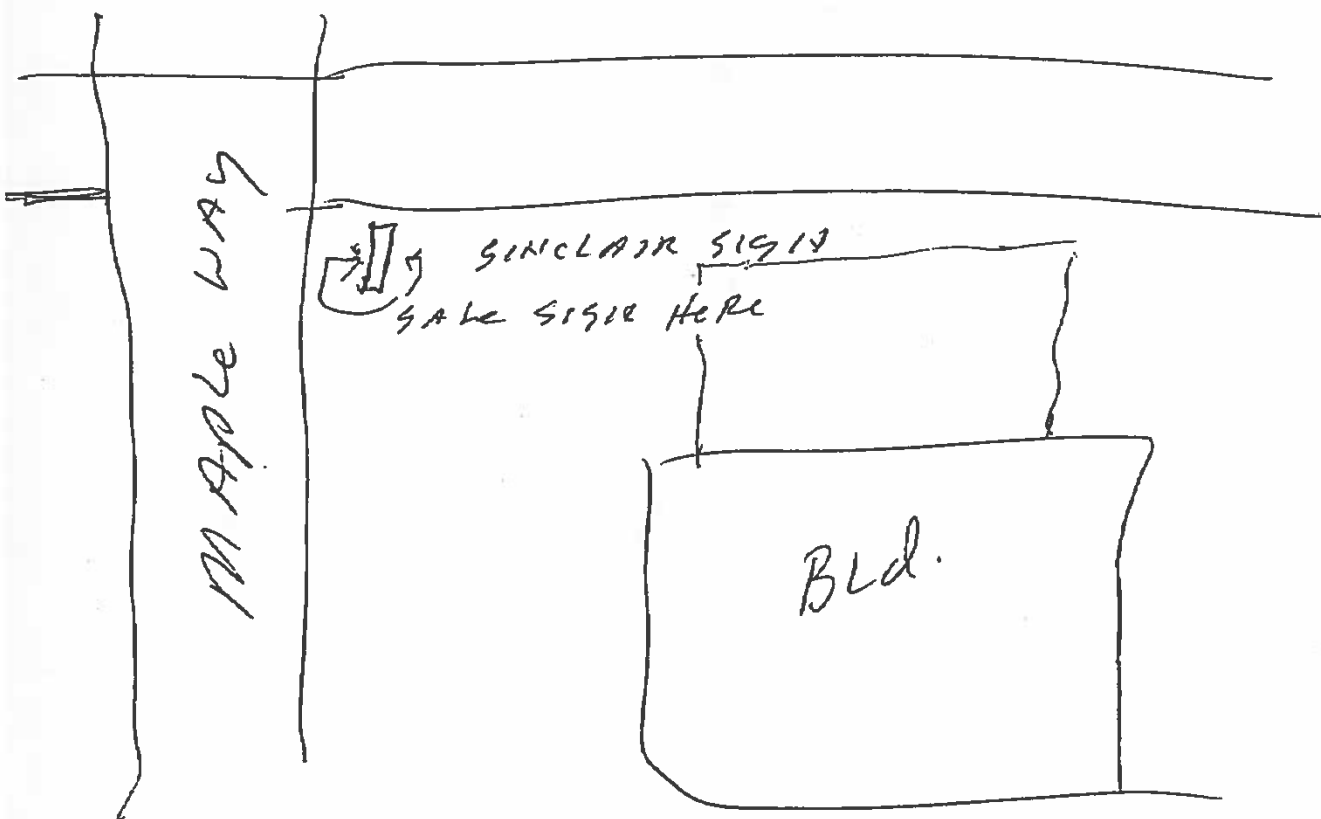
2 1/2' x 10'

COLOR YELLOW BACK GROUND

BLACK LETTERS

TO BE DISPLAYED BELOW
SINCLAIR SIGN.

400 S HWY





TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk

PRESENTER: Sandy Birdyshaw

MEETING DATE: September 3, 2019

SUBJECT: Malt Beverage Permit Request – Jackson Fire Association

STATEMENT/PURPOSE

The Town Council, as the local liquor licensing authority, approves the issuance of all malt beverage permits.

BACKGROUND/ALTERNATIVES

Kevin Spence with the Jackson Fire Association has applied for a malt beverage permit to serve malt beverages at the Snow King Sports and Event Center during the Fireman's Ball. The permit would be for September 21, 2019 from 5:00 p.m. to 11:45 p.m.

Section 12-4-502(a) of Wyoming Statutes provides for the issuance of temporary liquor permits:

A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit.

The application has been reviewed by the Police Department and Town Clerk.

COMPREHENSIVE PLAN ALIGNMENT

This application was processed according to Title 12 of the state statutes, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to temporary liquor permits also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the local licensing authority regulating alcohol and malt beverages, Jackson Fire Association as the permittee, patrons who visit the event, and adjacent neighbors to the event center.

FISCAL IMPACT

A malt beverage permit fee of \$50.00 will be deposited to the general fund.

STAFF IMPACT

Staff impact includes reviewing the applications, communicating with applicant and obtaining information to provide in the staff report, presenting to Council, and if approved, printing permits and issuing them.

LEGAL REVIEW

N/A

ATTACHMENTS

Malt Beverage Permit Application

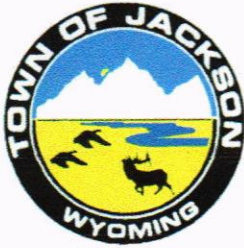
RECOMMENDATION

Staff recommends approval of the requested malt beverage permit, subject to the following conditions and restrictions:

1. The applicant shall take all measures necessary to comply with all applicable alcohol dispensing laws and regulations, including the prevention of sales to minors and the prohibition of consumption off of the authorized premises.
2. Every sale or serving will include an age verification by checking IDs.
3. Beer may only be served in plastic cups, no more than 16 oz.
4. No more than 2 beers may be sold or served to any one person in a transaction.
5. There will be no serving of alcohol to obviously intoxicated people.
6. It is recommended that servers have Responsible Beverage Server training.
7. Permit holder shall be responsible to be alert and report any instances of underage drinking to the Jackson Police by calling 733-2331.

SUGGESTED MOTION

I move to approve the issuance of a malt beverage permit to the Jackson Fire Association for the Fireman's Ball on September 31, 2019 as presented, subject to the conditions and restrictions listed in the staff report.



MALT BEVERAGE PERMIT APPLICATION

Fee \$ _____

Date Paid _____

The fee is \$100 per day (for each 24-hour period). If malt beverage service runs past 12-Midnight, then it will be counted as two days with a \$200 fee.

W.S. 12-4-502. Twenty-four hour malt beverage permit and catering permit; restrictions; application procedure; fees.

- (a) A malt beverage permit authorizing the sale of malt beverages only may be issued by the appropriate licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit.

JMC 6.50.020. Malt Beverage Permits.

- B. It shall be the duty and obligation of the permit holder to ensure that no sales are made to any person under the age of twenty-one (21) years.
- C. The permits authorized by this section shall be issued for one, twenty-four hour period, subject to the schedule of operating hours provided in Section 6.40.030 of this Code. No person or organization shall receive more than a total of twelve malt beverage permits for sales at the same premises in any one year, except that this limitation shall not be applicable to malt beverage permits issued for sales at any fair, rodeo, pari-mutuel event or other similar public event conducted by a public entity upon public premises.
- D. The permit shall be issued without notice on application to the Town Council on forms prepared by the Town of Jackson. The fee for a malt beverage permit, shall be one hundred dollars (\$100.00) per twenty-four hour period.

All Malt Beverage Permits requests must be approved by the Jackson Town Council.
Please submit the completed application at least 21 days in advance of the date of the event.

Name of Organization Requesting Permit: Sidewinders Jackson Fine Association

Event Contact Person and Phone Number: Kevin Spence (859) 391-2878
Nicole Davis (307) 640-0784

Date(s) of Permit: 9/21/19

Hours of Permitted Service and Consumption: 5pm - 11:45pm

Description of Premises where malt beverages are to be served (physical address):
Snow King Sports and Event Center 100 E Snow King Ave Jackson WY 83001

Purpose of Event: Fundraiser

I have read, understand, and will comply with the above laws governing a Malt Beverage Permit.

(Sign Here) [Signature]

Malt Beverage Permit will be processed and issued upon payment to the Town of Jackson.
Submit application to Town Hall or fax to 739-0919.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Johnny Ziem

MEETING DATE: September 3, 2019

SUBJECT: Equipment Purchase Approval for a 938M Wheel Loader

STATEMENT/PURPOSE

The purpose of this item to approve the purchase of a new 938M Wheel Loader for the Public Works Streets Division.

BACKGROUND/ALTERNATIVES

The Public Works Department administers the procurement and purchasing of all new vehicles for the Town of Jackson. When tasked with the procurement of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular/equipment needs, potential vehicle types, and how each vehicle will be used. This information is important because each department has been challenged to look for efficiency gains/greenhouse gas emission reductions when making new vehicle purchases.

Staff is using a new method for the procurement of this piece of equipment, a public purchasing cooperative called Sourcewell. Sourcewell is a municipal contracting government agency that operates as a public entity under legislative authority through the state of Minnesota and has more the 50,000 members throughout the United States. Sourcewell has been around for forty years and secures roughly \$3 billion annual purchases by using their cooperative contracts. On behalf of its members, Sourcewell streamlines the procurement process by developing Request for Proposals (RFP's) for national, competitive solicitations that meet or exceed local requirements. Their procurement team takes care of the competitive solicitation process (RFP), which saves municipality's time and money. Sourcewell secures the lowest RFP (cost) nationwide for this procurement which allows for nationwide volume pricing.

COMPREHENSIVE PLAN ALIGNMENT

- Principle 1.2 – Preserve and enhance water and air quality
- Principle 2.1 – Reduce consumption of non-renewable energy

STAKEHOLDER ANALYSIS

Public Works and Legal staff have discussed this approach internally to review its merits. Staff in general believes that using Sourcewell (when appropriate) increases the efficiency of purchasing/procurement due to time and dollars saved. Staff also believes that this approach will give us better pricing on our equipment because Sourcewell has secured a nationwide RFP.

FISCAL IMPACT

The fiscal impact for this item is composed of four parts: list price, Sourcewell discount, optional equipment, and any trade-in value of the equipment we are replacing.

	List Price	Sourcewell Discount	% Discount	Options	Trade-in	Total Cost
938M Wheel Loader	\$ 282,281.00	\$ 67,747.44	24.0%	\$ 27,410.95	\$ 27,000.00	\$ 214,944.51

STAFF IMPACT

There is a positive staff impact in time and dollar savings by not having to manage our typical bidding process (opening of bid, bid review, bid bonding, bid advertisement), since Sourcewell has already secured the lowest, volume based pricing nationwide. To secure this purchase, all the additional time needed is to place the order of this equipment once approved.

LEGAL REVIEW

Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts of behalf of itself and its member agencies (Town of Jackson, WY). Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of power law to member agencies.

Legal has reviewed this procurement process as it relates to Wyoming State Statute (15-1-113) and approves the use of Sourcewell for the procurement of this equipment.

ATTACHMENTS

Dept	#	Year	Type of Vehicle	Budgeted Cost	Avg	Combined HPG	% More	Estimated	Estimated	Annual	Estimated	Pds./CO2 Saved
					Annual Hours		Efficient (+/-)	Annual/Gal. Used	Annual/Gal. Avoided	\$ per/Gal. \$2.45	Annual Savings	
PW	938M	2019	Loader	\$215,000	434	2.2	450.0%	197	888	\$482.65	2,175	19,873

*This diesel engine is a Tier 4 Standard, the strictest EPA emissions requirement for diesel engines. This requirement regulates the amount of particulate matter, or black soot, and nitrogen oxides that can be emitted.

- 938M Quote

RECOMMENDATION

Staff recommends approval of the purchase of a 938M Wheel Loader in the amount of \$214,944.51

SUGGESTED MOTION

I move to approve the purchase of a 938M Wheel Loader in the amount of \$214,944.51.



Idaho Falls
1200 Foote Dr Idaho Falls, ID 83402
208.552.2287

SOLD TO:
Town Of Jackson
PO Box 1687
Jackson, WY 83001-1687

SHIP TO:
Job Site
450 W Snow King Ave
Jackson, WY 83001-8497

SALES AGREEMENT
AGREEMENT: Q000152301-11
AGREEMENT DATE: 8/14/2019
AGREEMENT EXPIRES: 8/23/2019
WAREHOUSE: Idaho Falls Machine Sales
CUSTOMER NO.: 4498200
CUSTOMER PO:
SALESMAN: Jerad M Childers

Jerad.Childers@wseco.com

ITEM DESCRIPTION	PRICE
2019 Caterpillar 938M Wheel Loader S/N: J3R07615 SMU: 14 hrs ID:E0047959	\$210,648.28
● Caterpillar 108" GP BKT 3.80CYD FSN 924K-938K S/N: 190302977 ID: E0054472	
● Delivery Freight	
● New Warranty - 60 mo 3,000 hrs - GOV (Failsafe)	
Caterpillar KIT, RIM 19X25 FOR 23.5R25 SWL S/N: E0034609A YEAR: 2018 ID: E0034609	\$4,982.40
Caterpillar WT-ALLIED Build S/N: TBD - 23.5R25 Mich Sno+ Tires Installed	\$14,512.00
Caterpillar WT-ALLIED Build S/N: TBD - Autolube System Installed in Idaho Falls	\$11,801.83

TRADE PROPOSAL	
1995 Caterpillar 950FII S/N: 5SK01891 SMU: 0 hrs	(\$27,000.00)

The trade proposal offered is based on the information you have provided and is contingent on a final inspection before the Agreement is accepted by both parties. If the proposed trade equipment hours increase by 200 hours over what has been specified herein or the inspection reveals an unexpected change in the equipment operation or the equipment, the trade proposal valuation will become invalid. The Trade Proposal will become final upon the execution of this Agreement by WSECO.

Notes	Before Tax Balance	\$214,944.51
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$214,944.51

Western States Equipment	Town Of Jackson
Order Received by _____	Approved and Accepted by _____
Title <u>Regional Sales Manager</u> Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Johnny Ziem

MEETING DATE: September 3, 2019

SUBJECT: Equipment Purchase Approval for a Regenerative Street Sweeper

STATEMENT/PURPOSE

The purpose of this item to approve the purchase of a new Regenerative Street Sweeper for the Public Works Streets Division.

BACKGROUND/ALTERNATIVES

The Public Works Department administers the procurement and purchasing of all new vehicles for the Town of Jackson. When tasked with the procurement of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular/equipment needs, potential vehicle types, and how each vehicle will be used. This information is important because each department has been challenged to look for efficiency gains/greenhouse gas emission reductions when making new vehicle purchases.

Staff is using a new method for the procurement of this piece of equipment, a public purchasing cooperative called Sourcewell. Sourcewell is a municipal contracting government agency that operates as a public entity under legislative authority through the state of Minnesota and has more the 50,000 members throughout the United States. Sourcewell has been around for forty years and secures roughly \$3 billion annual purchases by using their cooperative contracts. On behalf of its members, Sourcewell streamlines the procurement process by developing Request for Proposals (RFP's) for national, competitive solicitations that meet or exceed local requirements. Their procurement team takes care of the competitive solicitation process (RFP), which saves municipality's time and money. Sourcewell secures the lowest RFP (cost) nationwide for this procurement which allows for nationwide volume pricing.

COMPREHENSIVE PLAN ALIGNMENT

- Principle 1.2 – Preserve and enhance water and air quality
- Principle 2.1 – Reduce consumption of non-renewable energy

STAKEHOLDER ANALYSIS

Public Works and Legal staff have discussed this approach internally to review its merits. Staff in general believes that using Sourcewell (when appropriate) increases the efficiency of purchasing/procurement due to time and dollars saved. Staff also believes that this approach will give us better pricing on our equipment because Sourcewell has secured a nationwide RFP.

FISCAL IMPACT

The fiscal impact for this item is composed of four parts: list price, Sourcewell discount, optional equipment, and any trade-in value of the equipment we are replacing.

	List Price	Sourcewell Discount	% Discount	Options	Trade-in	Total Cost
Regenerative Sweeper	\$ 272,261.00	\$ 12,965.00	4.8%	\$ 20,448.00	\$ 18,000.00	\$ 261,744.00

STAFF IMPACT

There is a positive staff impact in time and dollar savings by not having to manage our typical bidding process (opening of bid, bid review, bid bonding, bid advertisement), since Sourcewell has already secured the lowest, volume based pricing nationwide. To secure this purchase, all the additional time needed is to place the order of this equipment once approved.

LEGAL REVIEW

Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts of behalf of itself and its member agencies (Town of Jackson, WY). Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of power law to member agencies.

Legal has reviewed this procurement process as it relates to Wyoming State Statute (15-1-113) and approves the use of Sourcewell for the procurement of this equipment.

ATTACHMENTS

Dept	#	Year	Type of Vehicle	Budgeted Cost	Avg	Combined HPG	% More	Estimated	Estimated	Annual	Estimated	Pds./CO2 Saved
					Annual Hours		Efficient (+/-)	Annual/Gal. Used	Annual/Gal. Avoided	\$ per/Gal. \$2.45	Annual Savings	
PW	1479	2006	Sweeper	\$261,744	784	2	567%	392	2221	\$960.40	5,442	49,713

*This diesel engine is a Tier 4 Standard, the strictest EPA emissions requirement for diesel engines. This requirement regulates the amount of particulate matter, or black soot, and nitrogen oxides that can be emitted.

- Regenerative Street Sweeper Quote

RECOMMENDATION

Staff recommends approval of the purchase of a Regenerative Street Sweeper in the amount of \$261,744.00.

SUGGESTED MOTION

I move to approve the purchase of a Regenerative Street Sweeper in the amount of \$261,744.00.



AUGUST 13th, 2019

CITY OF JACKSON HOLE
FLEET & STREETS MANAGERS
450 W SNOW KING AVE
JACKSON, WY 83001

AGENT/CONTACT: ERIC HILTBRUNNER & SAM JEWISON

SUBJECT: **GLOBAL R4AIR NEW REAR DUMP**
FOUR - WHEEL PURPOSE-BUILT REGENERATIVE AIR TYPE STREET SWEEPER

DEAR MR. HILTBRUNNER AND MR. JEWISON,

WE ARE PLEASED TO PROVIDE FOR YOUR REVIEW AND CONSIDERATION A QUOTATION ON NEW MODEL - **GLOBAL R4AIR REAR DUMP** FOUR WHEEL PURPOSE BUILT REGENERATIVE AIR TYPE STREET SWEEPER. WE THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE. SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION, PLEASE FEEL FREE TO CONTACT ME AT 303-709-2272.

RESPECTFULLY,

Ernest Ivy

ERNIE IVY
MEMBER OF EQUIPMENT COMPANY OF THE ROCKIES, LLC
EMAIL: EIVY@ECORDEALER.COM
CELL: (303) 709-2272



August 13th, 2019

PRICING AND SPECIFICATIONS:

GLOBAL R4AIR MECHANICAL STREET SWEEPER 2019 NEW INCLUDES:

GLOBAL R4AIR SWEEPER, CUMMINS ISB6.7-280 HP, HIGH DUMP, HYDROSTATIC DRIVE, DUAL GUTTER BROOM, GRAY/WHITE POWDER COAT, A/C, ERGO SWITCH, IN-CAB LEAF GATE, REAR VIEW CAMERA SYSTEM, MEETS 2019 EMISSION STANDARDS

PRICE FOR ONE (1) NEW STREET SWEEPER: \$ 279,744.00

TRADE IN: 2005 TYMCO 600 DST: (\$18,000.00)

SOURCEWELL NJPA CONTRACT PRICE: **\$ 261,744.00**
Less trade in allowance

WARRANTY:

SWEEPER: 1 Year Parts & Labor

Engine: 2 Year Parts & Labor (Cummins)

OUR TERMS AND CONDITIONS ARE AS FOLLOWS:

DELIVERY: 90 - 120 DAYS A.R.O.

FREIGHT: ALL PRICES QUOTED F.O.B. – JACKSON HOLE, WY

TERMS: NET 30 DAYS

TAXES: NOT APPLICABLE



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Public Works

PRESENTER: Floren Poliseo, Public Works Director

MEETING DATE: September 3, 2019

SUBJECT: Contract for public engagement - Hansen Ave sidewalk

STATEMENT/PURPOSE

The purpose of this item is to obtain Council consent to contract with Three Elephant Public Relations to engage the public regarding design options for adding a sidewalk to a portion of Hansen Ave.

BACKGROUND/ALTERNATIVES

The proposed Hansen Ave sidewalk project would add a sidewalk to the portion of Hansen Ave between Cache St and Redmond St. The premise for the project was presented and discussed at the January 22, 2019 Town Council Workshop. At this workshop, Council directed staff to begin public outreach with the neighborhood and community to look at different designs and bring it back to Council for discussion regarding timing and how it fits into the capital improvement plan.

Funds for public engagement, planning, design, and construction were included in the approved FY19 and FY20 budgets. As detailed in the contract, public engagement efforts are proposed to be complete by September 20, with consultant recommendations provided to Town Engineering by September 27. If a subsequent Council meeting presentation is necessary, the target meeting date is October 21. Design would follow, with construction in spring or early summer 2020.

Hansen Avenue is listed in the Community Streets Action Plan 2015-2029 in Group 5 (Primary Cross-Town Bike/Walk Corridor). Adding sidewalks to this portion of Hansen Ave would help increase safety for pedestrians and other users of the roadway, as well as establish an east to west pedestrian connector. The proposed improvements are through an existing neighborhood where the ROW has been utilized by residents for parking, landscaping, tree planting etc. This project would impact the residents by removing, reducing, or modifying their historical use and investments within the ROW that they have had the benefit of using over the years. Other impacts include existing public street furniture such as street lights and fire hydrants. For these reasons, it is important to engage both the neighborhood residents and the community east-west users of this corridor in the planning process. Allowing the public to participate in the planning process gives those we serve a voice in what we are providing for their use, gains their support for the project, and identifies negative impacts early enough in the process that they can be avoided.

COMPREHENSIVE PLAN ALIGNMENT

The Hansen Ave sidewalk project aligns with the following Comprehensive Plan elements:

- Common Value #1 *Ecosystem Stewardship*
 - Principle 2.3 Reduce energy consumption through transportation
- Common Value #2 *Growth Management*
 - Principle 3.2 Enhance suitable locations as Complete Neighborhoods
- Common Value #3 *Quality of Life*
 - Principle 6.2 Promote a stable and diverse economy
 - Principle 7.1 Meet future transportation demand through the use of alternative modes
 - Principle 7.2 Create a safe, efficient, interconnected multimodal transportation network
 - Principle 7.3 Coordinate land use and transportation planning

o Principle 8.1 Maintain current, coordinated service delivery

This project also contributes to the Council priority of providing safe routes for families (from the Council Retreat, January 14-15, 2019), and to the Town of Jackson Core Value of Customer Focus & Service. Additionally, Hansen Ave is listed as

STAKEHOLDER ANALYSIS

Stakeholders of the Hansen Ave sidewalk project include residents Hansen Ave, pedestrians, cyclists, Public Works Engineering and Street maintenance staff, and possibly Parks and Recreation maintenance staff. These and other related community groups will be included in the engagement process.

FISCAL IMPACT

Public engagement for the Hansen Ave sidewalk was included in the approved FY20 budget.

STAFF IMPACT

Design and construction of this capital project requires staff time from Public Works and Planning Departments, and coordination with Jackson/Teton County Parks and Recreation and Pathways Departments. To date, PW has coordinated with other relevant Town and County Departments, and PW Engineering has commissioned Valley West Engineering and On-Sight Land Surveyors to survey this portion of the roadway corridor, and develop conceptual designs to aid the public engagement process.

To administer this contract and complete the public engagement, staff time from Town Departments is required: PW (Administration and Engineering), Planning, and Administration (Public Relations).

LEGAL REVIEW

The Town Attorney has reviewed the attached draft, and shall provide a final approval of the construction contract prior to execution by the Mayor.

ATTACHMENTS

Draft contract

RECOMMENDATION

Staff recommends that Town Council approve the contract for Hansen Ave sidewalk public engagement as presented.

SUGGESTED MOTION

I move to approve the contract for Hansen Ave sidewalk public engagement with Three Elephant Public Relations of Jackson, WY in the amount of \$15,000.00 and upon legal approval authorize the mayor to execute all necessary contract Agreements.

PROFESSIONAL SERVICES CONTRACT

AGREEMENT FOR SERVICES TO ENGAGE THE PUBLIC IN THE HANSEN STREET SIDEWALK ADDITION

This Agreement for Services ("Agreement") is entered into this ____ day of _____, 2019, (hereinafter referred to as the **Effective Date** of the agreement) by and between the Town of Jackson, a Wyoming municipal corporation, P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as **Town**) and Three Elephant Public Relations _____, (hereinafter referred to as **Contractor**)

Witnesseth

WHEREAS, the Town desires to hire a consultant to assist with public engagement in the Hansen Street sidewalk capital project design; and

WHEREAS, Contractor has the necessary skills and experience in media and community relations, digital and social media, print design, and public facilitation; and

WHEREAS, the Town desires to hire Contractor and Contractor desires to provide consulting for public engagement in the Hansen Street sidewalk capital project design.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Contractor shall provide professional public engagement, print and digital outreach, and data collection and reporting services to the Town as more fully described in **Exhibit A – Scope of Services and Schedule** which is incorporated herein by reference (hereinafter referred to as **Work**).

Article 2. Timetable

Contractor shall complete all of the Work within sixty (60) days of the date of a written notice to proceed from the Town. The interim milestone dates for activity completion are detailed in the attached Exhibit A – Scope of Services and Schedule.

Article 3. Compensation and Payment

The Town agrees to pay Contractor, as full compensation for all Work provided hereunder, an amount not to exceed \$15,000.00. Contractor shall present an appropriate invoice to the Town upon completion of the Work. The Town will provide Staff to assist with certain tasks as noted in the attached Scope of Work (Exhibit A). It is specifically

understood and agreed to by the Contractor that the lump sum amount listed for the work is a “not to exceed” amount and may be reallocated between tasks as needed for completion of the overall contract. Contractor shall not receive compensation in excess of the total “not to exceed” amount, as set forth in this Article, without the prior written approval of the Town. The amount of compensation shall not vary as a result of the time of day the Work is performed or the number of hours during which services are performed in any given period of time. The 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 in order to audit and verify the aforesaid charges.

Article 4. Term and Termination

The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire on November 5, 2019, unless otherwise extended by written request from the Town and agreed upon by Contractor. Contractor or Town may terminate this Agreement at any time with or without cause by giving seven (7) days written notice to the other party of its intent to terminate this Agreement; provided, however, that all compensation earned or costs incurred prior to such termination shall be payable to Contractor. The provisions of Article 7 shall survive termination or expiration hereof.

Article 5. Place of Performance

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

Article 6. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor's employees will not be considered employees 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. Contractor's employees shall not be entitled to benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security.

Article 7. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 8. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This Agreement cannot be modified, changed, or amended, except in writing signed 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. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the Town; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. 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 hereto.

E. 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.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

H. Insurance/Indemnity

Contractor agrees to secure and maintain insurance in an amount required by the Town, naming the Town as additional insureds, and shall indemnify, save and hold Town, its officers and employees harmless from any damages, costs, liability or expenses (including reasonable attorney's fees) to the extent caused by or arising from the negligent performance of the Work or negligent actions of the Contractor, its employees or representatives in the pursuit or performance of this Agreement; provided however, that nothing contained in this section shall be construed as requiring Contractor to indemnify the Town against liability for any claims, including damages, caused by or resulting from the sole negligence of the Town, its officers, employees or agents. A Certificate of such insurance shall be filed with the Town before commencing any of the Work under this Agreement.

I. 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 Work to be performed under this Agreement.

J. Sovereign and Governmental Immunities

The Town does not waive its sovereign and governmental immunities 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.

K. Dispute Resolution

In the event of a dispute arising under the terms of this Agreement the Parties shall, prior to resorting to the Courts, enter into good faith efforts to mediate their differences. The Parties shall jointly select a disinterested third party to act as a mediator to facilitate the resolution of their dispute. In the event the Parties are unable to jointly decide on a mediator, they shall each select an impartial representative, the two of whom shall decide on a mediator. The mediator shall, within ninety (90) days, conduct a hearing on the matter, and submit his or her findings and conclusions to the Parties. The provisions of Wyoming Statutes shall apply to the mediation process. Each of the Parties shall share equally in the cost of the mediator, but shall otherwise each bear their own costs in the mediation process.

Article 9. Notices

For purposes of this Agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the Parties at the following addresses:

Town of Jackson
Attn: Larry Pardee
P.O. Box 1687
Jackson, WY 83001

Logan Simpson
Attn: Bruce Meighen
3980 Broadway, Ste 103, PMB140
Boulder, CO 80304

Until or unless changed by one Party giving written notice of such change of address to the other Party.

[Intentionally Blank. Signatures Follow on Next Page]

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this Agreement on this ____ day of _____, 2019.

THREE ELEPHANT PUBLIC RELATIONS

Jessica Jaubert, Director

TOWN OF JACKSON, WYOMING

Mayor Pete Muldoon

Attest:

Sandy Birdyshaw, Town Clerk

Hansen Ave Sidewalk – Public Engagement

Exhibit A: Scope of Services and Schedule

Three Elephant Public Relations (3E) will work with the Town of Jackson (TOJ) staff to organize and facilitate outreach opportunities with these target groups:

- Hansen Avenue residents
- surrounding neighbors, as agreed between 3E and TOJ
- transportation nonprofits
- community at large
- other partnering stakeholders, if identified by 3E and TOJ

Engagement activities

3E will plan and coordinate:

- Plan, structure, and execute at least two (2) public workshop(s) and the activities/exercises part thereof, and aid with presenting/speaking day-of the workshop. Workshops will include, among others but at the least, key nonprofits or other partnering stakeholders
- A social media campaign – see “print and digital outreach” below
- Plan, structure and execute site walk-throughs and any activities/discussions to take place during them and/or to accompany them

TOJ will:

- Secure venue, provide activity materials (e.g. post-its, markers, etc.) as needed, and print all presentation maps/boards for public workshop(s)
- Host/conduct open houses if any will occur
- Provide support to implement walk-throughs day-of

Print and digital outreach

3E will:

- Oversee and manage design and implementation of targeted print and digital ads/communication to support key meetings, updates, design concepts, Complete Street Plan initiatives and other important information to the community
- Create share graphics and collateral needed for TOJ’s social media
- Create an e-newsletter to inform the community at large regarding the above listed engagement activities
- Create neighborhood notices regarding important dates related to these activities
- Distribute the notices to all residents on Hansen Ave and relevant surrounding neighborhoods

- Groom stories for key local media targets
- Post on non-TOJ social media/other outlets as directed or approved by TOJ

TOJ will:

- Issue press releases
- Post information/stories on TOJ social media accounts
- Launch stories with local media outlets (news, radio, etc.)
- Review/approve all created media and budgets

Data collection & reporting

3E will:

- Present a comprehensive overview regarding public communications and outreach results.
- Provide a final report on the public outreach and engagement efforts, the feedback received through those efforts, challenges and opportunities with the Hansen sidewalk designs presented, the recommended design option that best suits the needs of key stakeholders, and any other recommendations for implementing the project.
- (If necessary) attend, present, and answer questions at a Town Council meeting.

Project Schedule

Engagement complete by 09/20/19

Recommendations/Report complete by 09/27/19

Council meeting 10/21/19 (if needed)



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Pathways

PRESENTER: Brian Schilling

MEETING DATE: September 3, 2019

SUBJECT: Consideration of Downtown Trishaw Parking Locations

STATEMENT/PURPOSE

Install seasonal trishaw parking racks at three locations around the Town Square to provide parking for Cycling Without Age and improve access to downtown for senior citizens.

BACKGROUND/ALTERNATIVES

In July 2019, the Town of Jackson was awarded a grant from AARP to help fund several short- and long-term initiatives to improve access to downtown for senior citizens. The funds will be used to work with JH Public Art to incorporate senior-friendly activities into the Parking Day event in late September and to test ideas to make downtown more senior friendly. Seniors will be directly involved in the public outreach for downtown accessibility/placemaking improvements. One of the deliverables in the AARP grant is that the Town of Jackson will partner with Cycling Without Age JH to install bike parking and branded signage for senior-friendly/adaptive trishaw bikes and to coordinate trishaw shuttles downtown for Parking Day.

Cycling Without Age (cyclingwithoutage.org) is an international initiative with local chapters that provide trishaw rides to senior citizens. The program website states that “access to active citizenship creates happiness among our fellow elderly citizens by providing them with an opportunity to remain an active part of society and the local community.” The trishaws are e-pedal assist bikes that carry two passengers and a pilot that sits behind the passengers. Trips can range in length from a couple blocks to full-day long distance journeys. The CWA Jackson Hole chapter started earlier this year and currently has one trishaw in operation with another on order.

In May 2019, Town staff and JH Public Art held a workshop at the Senior Center to gather input directly from seniors about accessibility around the Town Square. Participants were also asked about destinations they like to visit downtown. Based on this input and assistance from the CWA coordinators, staff identified the following parameters and locations for installing trishaw parking:

- Destination – should directly serve the destinations seniors want to go to. Feedback collected at the workshop identified ice cream shops, the candy store, the Town Square, barber shop, yarn store, Farmers Market, Gaslight Alley.
- Access/ADA – many of the target CWA participants have mobility issues and cannot walk a long way to access their destination, so racks need to be in close proximity to ADA ramps and good sidewalks, or as near to the front door as possible (i.e. within a few steps).
- Space – the trishaw requires more maneuvering space than a conventional bicycle, so racks cannot go on sidewalks or in the buffer zone. The bike is quite heavy so racks need to be on street level or have a very smooth, gradual transition ramp to access them.
- Rack – can be a standard U-rack with custom signage identifying it for trishaw parking. Due to the timeline for the grant and delivery on racks and signs, three racks have already been ordered.
- Permanence – would be seasonal like the other bike corrals which are removed each winter.
- Layout – will likely consist of the U-rack mounted on rails or a baseplate so that it can be moved easily, perhaps with bollards or wheel stops to keep the surrounding space clear. All the proposed sites are located in red curb zones or in existing bike corrals.

Staff recommends installing three trishaw racks to serve the following locations: northwest corner of the Town Square (Jackson Drug), the northeast corner of the Town Square (access to green space on the Square), and Center/Broadway (Crabtree Corner/Haagen Dazs/Yippy-I-O). The racks will be located in existing red zones, will not supplant any car parking spaces, and will be mounted on rails so that they can be easily moved.

COMPREHENSIVE PLAN ALIGNMENT

The Comprehensive Plan speaks extensively about improving the walkability of downtown streets and public spaces and the importance of pedestrian activity and community events for the continued success of the downtown retail shopping district. From Section 4 – *Town as the Heart of the Region*:

- **Policy 4.2.c – Create vibrant walkable mixed use subareas:** “The primary objective in downtown Jackson will be to enhance pedestrian amenities and connectivity to support a vibrant and walkable downtown core. To achieve this goal, Town will encourage public gathering places in both public and private developments in the downtown area. Public spaces within these subareas may take the form of parks, streetscape amenities and/or public/semi-public spaces provided by private property owners.”
- **Policy 4.4.a – Maintain and improve public spaces:** “Jackson’s public spaces and civic facilities should be interesting and memorable, and should reinforce our sense of community.”

This project is also an excellent example of coordinating with private entities to provide services that improve quality of life and help to keep our varied populations active in community life.

STAKEHOLDER ANALYSIS

Town staff has contacted business operators/owners in the immediate vicinity to where the racks will be located and provided background information and project descriptions. As of the staff report deadline, none of the businesses contacted had expressed any concerns about the project. Staff has worked directly with Cycling Without Age and the senior community to identify initial rack locations. Rack locations can be added or moved as needed.

FISCAL IMPACT

The cost of the racks and the signs (estimated \$835) are covered by the AARP grant. Installation will be provided by Town staff which is included as an in-kind match for the grant.

STAFF IMPACT

Pathways staff has conducted public outreach, designed and ordered the signs and racks, and will install the racks (estimated at an additional 3 hours).

LEGAL REVIEW

Complete.

ATTACHMENTS

Photo of Rack Design

RECOMMENDATION

Staff recommends approving the three seasonal trishaw rack locations identified and installing the racks on a provisional basis as a test implementation. The racks are seasonal and can easily be relocated or removed so there is very little cost risk to installing them. Additionally, they will provide a highly visible amenity for improving senior access to downtown and will encourage community involvement for senior citizens.

SUGGESTED MOTION

I move to approve the request for trishaw parking as proposed for senior mobility purposes and authorize staff to install trishaw parking spaces where recommended near the Town Square, with minor deviations as required by the Chief of Police or Town Attorney.



CYCLING
WITHOUT
AGE JACKSON

TRISHAW PARKING

AARP[®]
Real Possibilities



TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Administration

PRESENTER: Larry Pardee

MEETING DATE: August 19th, 2019

SUBJECT: Town Square Monument Refurbishment Project – Images

STATEMENT/PURPOSE

The purpose of this item is for the Town Council to review, discuss and approve final imagery to be placed on the Town Square Monument.

BACKGROUND/ALTERNATIVES

At the August 5th Town Council Workshop, the Council approved the Jackson Hole American Legion's Monument Project design and requested the Public Arts Taskforce (PAT) help provide guidance on selecting the final images. The Public Arts Taskforce did not select any photos but offer the following individual comments in the attachment.

COMPREHENSIVE PLAN ALIGNMENT

Section 4. Town as the Heart of the Region - The Central Complete Neighborhood

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

Policy 4.4.a: Maintain and improve public spaces Public spaces are the building blocks of a thriving community. Jackson's public spaces and civic facilities should be interesting and memorable and should reinforce our sense of community. Town will continue to promote high quality design of public spaces, including creating attractive gateways, preserving views and providing appealing public right-of-way amenities. The integration of fine arts professionals in the design of public spaces will be encouraged to create unique and visually engaging projects. New developments in Town should contribute to quality public spaces—including, but not limited to, pedestrian amenities, parks, outdoor squares, landscaped areas and public art.

STAKEHOLDER ANALYSIS

The stakeholders include members of the American Legion, Town Council as the final decision maker, community residents and guests who cherish and enjoy George Washington Memorial Park as their Town Square, war veterans who have resided in the community and their family members.

FISCAL IMPACT

There will be no direct capital fiscal impact to the Town of Jackson as the American Legion has indicated they will completely fund the removal of the existing monument and replacement. If this is not the case, the Council may want to continue action on this item until the specific capital fiscal impacts to the Town of Jackson can be determined. There will be ongoing operational fiscal impacts to the Parks and Recreation Department as they maintain the Town Square related to watering of flowers within the monument and any snow removal. Maintaining the names on the monument will be the responsibility of the American Legion.

The narrative in the proposal does not match the photos provided as the proposal has been modified to include flower bed space.

STAFF IMPACT

Staff has spent a notable amount of time on this issue including meeting with parties involved, reviewing and presenting the monument policy to Council for action, and research and preparation for Town Council meetings.

LEGAL ISSUES

The policy has been reviewed by the legal team.

ATTACHMENTS

PAT Image Response.
Proposed image photos.

RECOMMENDATION

Staff recommends the Town Council accept the images presented.

SUGGESTED MOTION

Should the Council be ready to act, one possible motion would be:

I move to approve the images presented today which depict human moments as permanent etchings on the Veterans Monument located in Town Square.

I viewed the images that are proposed for the Town Square monument. Without any personal experience in the military, I feel uncomfortable commenting on the appropriateness of images that portray scenes from armed conflicts.

I will say that in my personal experience at the Vietnam memorial in Washington DC, it is striking how the names of the Soldiers carry this important monument to our history and our war heroes on their own. It is an emotional experience to see family members and friends stencil over the names of their loved ones.

My understanding is that one of the main issues with our JH monument is exclusion of many veterans' names. I am glad to know that this renovation will address this important issue. It is my belief that the inclusion of all of our local war heroes is the key to this exhibit rather than imagery that reminds locals and visitors of the service and sacrifice given by our veterans.

It seems most appropriate to select pictures to depict human moments as opposed to battle scenes since this is a memorial to the soldiers, not the wars themselves.

I think the images are not at all appropriate for the town square.

Has anyone created an image that shows the whole monument in its entirety with all of the pieces and parts?

It is hard to get a sense of what the whole thing would look like without some kind of concept rendering. The center of the town square is too important to change without having detailed information to review.

Once an image of the whole design is created, it seems like that image (or set of images) should be shared more broadly with the general public so that they can weigh in on this important decision.

In the midst of saving the historic block with Genevieve and Persephone and in the midst of conducting a survey asking residents to weigh in on the character of the town square, it seems completely inappropriate to be approving something like this that changes the character for a place that so many of us hold dear.

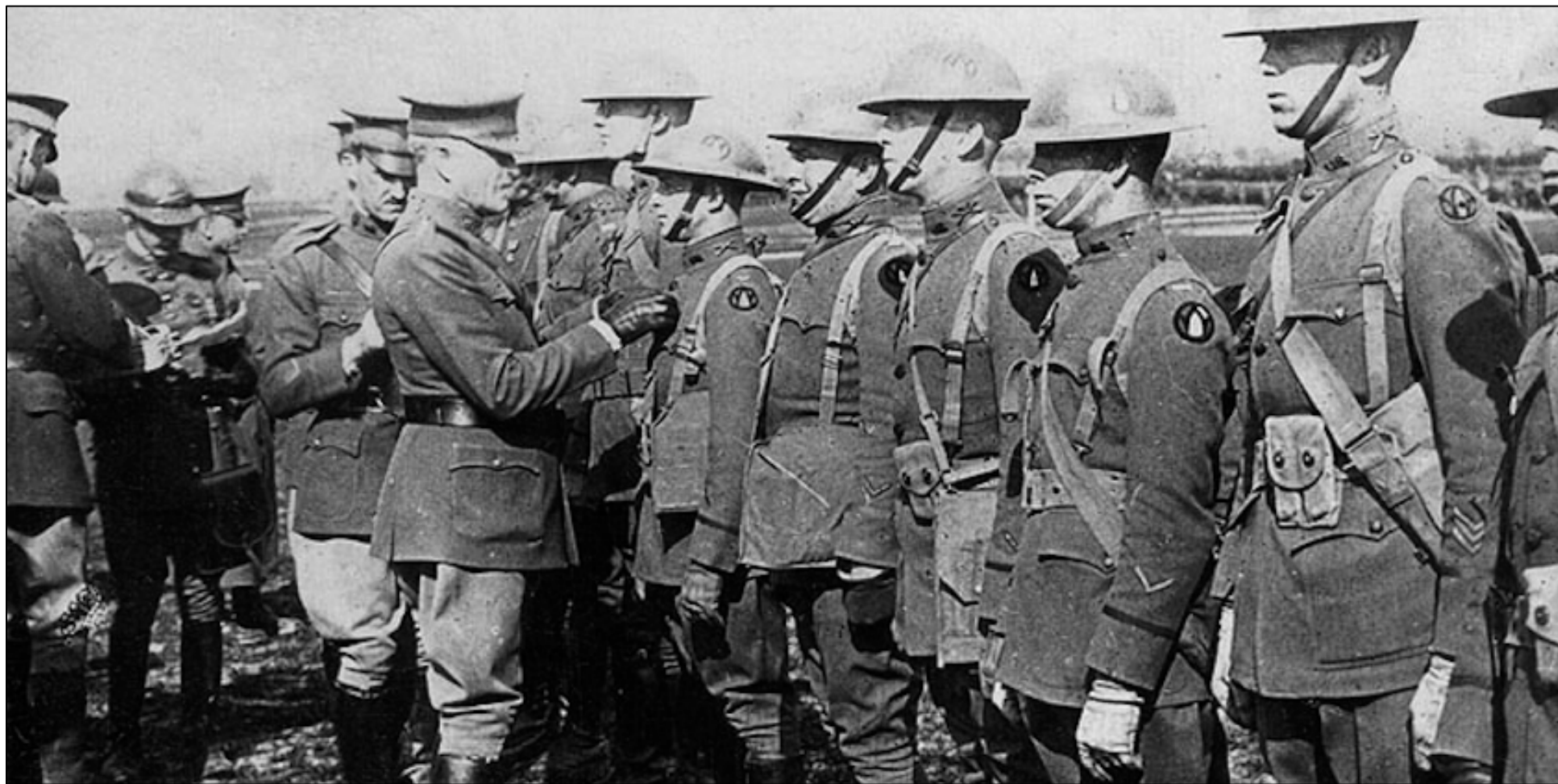
I echo our original sentiment in that I think the names alone are far more powerful, and approachable in a central community gathering space. These pictures portray views of experiences during battle. Are any of the individuals being listed on the monument actually seen in the images of battles?

I also think that the names alone focus attention on the person, and the beauty of the monument and park. While the photos may diminish the impact from the individual (names alone) by distracting viewers with the images.

I think we should strongly recommend to the TC that these images are not appropriate for a memorial for Jackson, Wyoming. It is suppose to be honoring and highlighting the LOCAL names of our veterans and the focus should be on them, not the individual battle scenes. The community memorial should only reflect the community names based off of the Monument policy.

In reviewing the war imagery that is proposed for the Memorial on the Town Square, I think it will change the character of the space, making it feel quite somber and even perhaps making some people think twice about visiting and recreating in the square. The images are very graphic. At least one image includes dead bodies which is completely inappropriate for a community gathering space where children often frequent. While there are so many events on the Square all year round, I think particularly of the Easter Egg Hunt and Pumpkin Sale in the fall where there will be hundreds of children running around a new memorial, full of graphic war imagery. That is a huge change in the character of the Town Square and not one that I'm sure the community is ready for or should need to prepare for.

World War – I



World War – II the End of WW II General MacArthur



Korean War



Vietnam War



Iraq war



Afghanistan war





TOWN OF JACKSON

AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Town Clerk

PRESENTER: Sandy Birdyshaw

MEETING DATE: September 3, 2019

SUBJECT: Application to Transfer the Ownership of a Resort Liquor License from All Suite Development to ACP LJH 80 Scott Holdings LLC (The Lodge at Jackson Hole)

STATEMENT/PURPOSE

The Town Council is the local licensing authority for the issuance, renewal and transfer of all liquor licenses within the Town of Jackson.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance or transfers of liquor licenses. After public comment has been heard, the Mayor must CLOSE THE PUBLIC HEARING. Then Council is able to act on the application.

BACKGROUND/ALTERNATIVES

The current owners of The Lodge at Jackson Hole, All Suite Development, are selling the property to ACP LJH 80 Scott Holdings LLC ("ACP") and have provided the required Letter of Assignment for the liquor license transfer application. The sale is set to close on, or about, October 1, 2019, and the effective date of this transfer is requested to be the same. ACP will be using Schulte Hospitality Group to manage and operate the hotel and operations are planned to remain the same for the foreseeable future.

This resort liquor license was originally issued to All Suite Development in 1992 and the corporate ownership has essentially stayed the same over the years.

The Lodge at Jackson Hole meets the findings set forth in Wyoming Statute §12-4-401 for a resort liquor license: It is valued at \$1 million or more, it includes a restaurant and a 100-seat conference facility, and has 100+ sleeping rooms. W.S. § 12-4-403 allows a food and beverage service group who is contracted with the owner of a resort to operate the resort liquor license. Resort licensees may dispense alcoholic beverages anywhere within the contiguous boundaries of the resort premises. Since The Lodge's parcel containing the Conference Center is not on a contiguous tract, events held there which include alcoholic beverages will be authorized through the catering permit process.

This application has been distributed to the Police Department, Town Attorney, Building and Planning Department, Fire/EMS, and the Town Clerk's office for review. No concerns have been brought forward. The Wyoming Liquor Division has certified the application as complete.

Wyoming Statute §12-4-104 (b) provides guidelines on the issuance of a liquor license:

- (b) *A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:*
- (i) *The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
 - (ii) *The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
 - (iii) *The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
 - (iv) *The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*

- (v) *Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

The Council has several options available to them at this meeting, which may include:

1. Approve the transfer application as presented.
2. Continue for further deliberation.
3. Deny the transfer application.
4. Take no action, or another variant of these proposed options.

COMPREHENSIVE PLAN ALIGNMENT

This application was processed according to Title 12 of the state statutes, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community and the decisions related to renewal or non-renewal also have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8.

The findings the Council needs to make to transfer licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas. The Council's continued ability to locally regulate liquor licensing is vital to successful implementation of the Comprehensive Plan and any efforts at the state legislature level to limit local licensing authority should be monitored and addressed.

STAKEHOLDER ANALYSIS

Stakeholders include the Town Council as the final decision makers/local licensing authority; All Suite Development as the current liquor license holder; ACP LJH 80 Scott Holdings LLC as the perspective new license holder; and Police Department and Town staff as related to compliance with liquor laws; The Lodge guests; and residents and guests of the community expecting adequate and safe provision of alcohol to those legally entitled to partake. Approval of this application would maintain this liquor license in an active status after the property sells, thus continuing to generate revenue for the license holder and local sales tax for the Town.

FISCAL IMPACT

Approval of this transfer application will result in the collection of a \$100 transfer fee. There are significant indirect positive and negative fiscal impacts associated liquor licenses in the community related to social issues, compliance, enforcement, and adjudication of alcohol related laws and crimes, sales tax generated by the sale of alcohol, tourism generation, etc.

STAFF IMPACT

Staff impact includes multi-department reviews of the application, following-up on missing information, providing application to the Wyoming Liquor Division and following-up on their review, preparing and providing the newspaper with required legal publishing and posting on line, preparing legal notices that are posted at the premises, and providing affidavits to the police department for background checks and reviewing results. Once a transfer is approved by Council, an approval card is provided to the State, a license certificate is printed and mailed to licensee, and the application and documents are retained in the records retention system of the Town of Jackson.

LEGAL REVIEW

An applicant may NOT appeal an adverse decision by the licensing authority for the transfer of ownership or location of a liquor license. W.S. § 12-4-104(e); Wal-Mart Stores, Inc. dba Sam's Club v. City of Cheyenne, D.C. 95-CV-276-D, aff'd in part 120 F.3d 271 (C.A. 10 (Wyo)(1997)).

Placing Reasonable Restrictions:

W.S. § 12-4-104(b)(v) specifically grants the Town authority to impose reasonable restrictions (or conditions) on the license or licensee. What is considered “reasonable” is subjective and there is no legal direction on this issue in Wyoming. In 2010, the Liquor Division opined that, for example, it is “reasonable” to restrict hours of operation but that it would be “unreasonable” to prohibit beer sales, sales of only house brands, restricting product, and percentage (%) of sales.

In addition to specific conditions placed on a specific license, the Town has “been given complete authority to enact ordinances to regulate the sale of liquor licenses within its limits.” These are very “ample powers” bestowed upon the Town for this purpose. *Noble v. City Council of City of Cheyenne*, 52 P. 975 (Wyo. 1898). (This case is over one-hundred years old, but remains good law today).

ATTACHMENTS

Transfer Application

RECOMMENDATION

Unless any of the findings listed in W.S. 12-4-104(b) are made, staff recommends approval of the transfer with four conditions.

1. Prior to license issuance, the applicant shall obtain all required permits and approvals from all applicable Town/County departments.
2. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
3. The effective date of this transfer is to be the same date the property sale closes, on or about October 1, 2019.
4. ACP LJH 80 Scott Holdings LLC will be registered with the Wyoming Secretary of State’s office prior to issuance of this license.

SUGGESTED MOTION

Council motions are generally stated in the affirmative. Should the Town Council be ready to take action, one possible motion would be:

I move to approve the application to transfer the ownership of the resort liquor license held by All Suite Development to ACP LJH 80 Scott Holdings LLC doing business as The Lodge at Jackson Hole at 80 Scott Lane for the remaining license year ending 3/31/2020, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the license upon confirmation that those conditions of approval have been met.

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

License Fees	Annual Fee: \$	Local License #:	
	Prorated Fee: \$	Date filed with clerk:	8 / 15 / 2019
	Transfer Fee: \$	Advertising Dates: (2 Weeks)	8/21 & 8/28
	Publishing Fee: \$	Hearing Date:	9 / 3 / 2019
Publishing Fee Direct Billed to Applicant: ☐			
License Term:	10 / 1 / 2019	Through	3 / 31 / 2020
	Month Day Year		Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: ACP LJH 80 Scott Holdings LLC

Trade/Business Name (dba): The Lodge at Jackson Hole

Building to be licensed/Building Address: 80 Scott Ln

Jackson WY 83002 Teton
City State Zip County

Local: Jeff Safchik
3465 N Pines Way #132
Wilson WY 83014-9127
305-798-0442

Mailing Address: 2000 High Wickham Place Suite 300
Louisville Kentucky 40245
City State Zip

Business Telephone Number: (502) 489-3737 Fax Number: (888) 492-2009

E-Mail Address: permits@schultehospitality.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

See attached Exhibit A; Zoning is CR-3

FILING FOR

- ☐ NEW LICENSE
☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF: Town of Jackson
☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER

☒ TRANSFER OWNERSHIP☒ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: All Suite Development

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)RETAIL LIQUOR LICENSE
☐ ON-PREMISE ONLY (BAR)☐ OFF-PREMISE ONLY (PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☒ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/
PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**☒ FULL TIME (e.g. Jan through Dec)☐ SEASONAL/PART-TIME☐ NON-OPERATIONAL/PARKED

(specify months of operation)

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

from to

from to

from to

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) **OWN** the licensed building?☒ YES (own)(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license)☐ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page paragraph of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page paragraph of lease. (MUST contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☒ YES ☐ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within: _____
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO
- If "YES", explain: _____

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO**8. RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☐ NO(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☐ YES ☐ NO**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☒ YES ☐ NO(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☒ YES ☐ NO(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO N/A

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☒ YES ☒ NO*Management Agreement*
*SPB***10. MICROBREWERY LICENSE:**Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesaler license with the Liquor Division)(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO**11. WINERY LICENSE:**Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY**12. LIMITED RETAIL (CLUB) LICENSE:****FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO**13. LIMITED RETAIL (CLUB) LICENSE:****VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO**14. LIMITED RETAIL (CLUB) LICENSE:****GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:**SOCIAL CLUBS** W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☒ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- N/A ☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

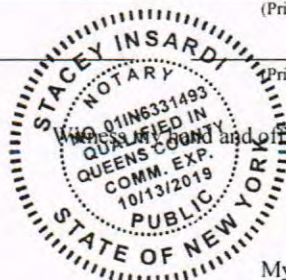
Under penalty of perjury, and the possible revocation or cancellation of the license,

I swear the above stated facts, are true and accurate.

New York
STATE OF ~~WYOMING~~)
COUNTY OF New York) ss.

Signed and sworn to before me on this 12 day of August,
20 19 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Thomas D. Christopoul</u> (Printed Name)	<u>Authorized Signatory</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title



and official seal:

Signature of Notary Public

(SEAL)

My commission expires: 10-13-19

Exhibit A – Legal Description

ALL LAND AS SHOWN ON THAT **PLAT OF THE LODGE AT JACKSON HOLE HOTEL
CONDOMINIUM ADDITION TO THE TOWN OF JACKSON**, TETON COUNTY, WYOMING,
ACCORDING TO THAT PLAT RECORDED IN THE OFFICE OF THE TETON COUNTY CLERK ON
AUGUST 3, 2007 AS **PLAT NUMBER 1209**, AS FURTHER DEFINED AND DESCRIBED IN THE
DECLARATION OF CONDOMINIUM RECORDED AUGUST 3, 2007 IN **BOOK 673, PAGES
430-495**, WHICH INCLUDES UNITS 1 THROUGH 10, 100 THROUGH 111, 122 THROUGH 131,
133, 135, 137, 139 THROUGH 157, 200 THROUGH 217, 222 THROUGH 257, 300 THROUGH
317, 319, 321 THROUGH 357, THE COMMON COMPONENT AND THE HOTEL PARCEL.

LIQUOR LICENSE TRANSFER AGREEMENT

(Lodge at Jackson Hole)

This Liquor License Transfer Agreement (this "**Agreement**") is entered into as of August 9, 2019, by and among ACP LJH 80 SCOTT HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY ("**Purchaser**") and ALL SUITE DEVELOPMENT, A WYOMING CORPORATION ("**Seller**").

RECITALS

A. Purchaser, as successor-by-assignment from Athos Capital Partners LLC, a Delaware limited liability company, and Seller entered into that certain Purchase and Sale Agreement dated as of July 3, 2019, (as amended, the "**Purchase Agreement**"), for the purchase and sale of certain real property and related assets, all as more particularly described in the Agreement, commonly known as and associated with the Lodge at Jackson Hole located at 80 Scott Lane, Jackson, Wyoming 83001 (the "**Facility**").

B. As part of the Closing, as defined in and under the Purchase Agreement, the Seller desires to assign, and the Purchaser desires to acquire, that certain Resort Liquor License having Local License No. 303 issued by the Town of Jackson, Wyoming (the "**Liquor License**"). Seller and Purchaser desire to enter into certain agreements as to the Liquor License, consistent with the statutory requirements provided for in W.S. 12-4-601(b).

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing recitals (which are hereby incorporated into this Agreement), the mutual covenants and agreements contained herein, and other good and valuable consideration paid by each party hereto to the other, the receipt and sufficiency of which is hereby mutually acknowledged, Seller and Purchaser hereby agree as follows:

1. Transfer and Reporting Cooperation. To the extent required by law due to the Seller's transfer of the Liquor License to Purchaser, Seller and Purchaser shall notify the Town of Jackson and/or Teton County (and any other required governmental authority) of the transfer of ownership of the Facility and cooperate in the transfer of the Liquor License that is deemed to occur upon the approval of the Town of Jackson or Teton County and any other regulatory authorities. Seller, or Seller's designated agent, shall attend any public hearings in relation to the transfer of the Liquor License. The transfer of the Liquor License is conditioned upon Purchaser's acquisition of the Facility.

2. Purchasing Cooperation. Seller and Purchaser shall cooperate so that alcoholic beverages permitted under the Liquor License can, to the extent permitted by law, still be purchased and served until any required governmental transfer approvals have been obtained.

3. Conditional Assignment. To the extent that an unpermitted transfer of the Liquor License is deemed to have occurred, such transfer is deemed conditioned upon obtaining any required governmental approvals to the transfer of the Liquor License.

4. Mutual Indemnity. Seller shall indemnify, defend and hold harmless Purchaser from any claims in relation to alcoholic beverages served by or on behalf of Seller at the Facility under the terms of the Liquor License prior to the Transfer Date ("Indemnity Claims"). Purchaser shall indemnify, defend and hold harmless Seller from any claims in relation to alcoholic beverages served by or on behalf of Purchaser at the Facility under the terms of the Liquor License from and after the Transfer Date.

Notwithstanding the foregoing or any anything contained in this Agreement, the Purchase Agreement or any related document to the contrary, Seller's liability for Indemnity Claims shall be subject to and restricted by the same limitations as Seller's liability for breach of representation or warranty under the Purchase Agreement pursuant to paragraph 9.3 thereof.

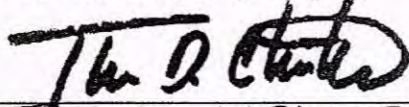
5. Counterparts. This Agreement may be executed and delivered in counterparts for the convenience of the parties, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. To facilitate the execution of this Amendment, the parties may execute and exchange by telephone facsimile or electronic mail via the internet counterparts of the signature pages, and such facsimile or electronic mail shall be deemed original.

[EXECUTION FOLLOWS]

In witness whereof, the parties have executed this Liquor License Transfer Agreement as of the date first written above.

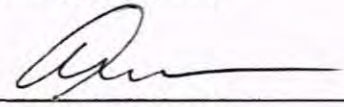
PURCHASER

ACP LJH 80 Scott Holdings LLC,
a Delaware limited liability company

By: 
Name: THOMAS CHRISTOPOUL
Its: AUTHORIZED SIGNATORY

SELLER

All Suite Development,
a Wyoming corporation

By: 
Name: ~~Jerry O. Johnson~~
Its: ~~President~~

sb note:
SEE ATTACHED POWER OF ATTORNEY FOR
MANN TO SIGN FOR JERRY JOHNSON

By: Andrew L. Mann, Esq.
Authorized Representative
August 9, 2019

13355790_v1

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT I, JERRY O. JOHNSON, RESIDING AT 999 RIVIERA ISLE DRIVE, FORT LAUDERDALE, FL 33301, HEREBY NOMINATE, CONSTITUTE AND APPOINT ANDREW L. MANN, ESQ., HAVING AN ADDRESS OF 500 E. BROWARD BOULEVARD, SUITE 1700, FORT LAUDERDALE, FL 33394 AS MY TRUE AND LAWFUL ATTORNEY-FACT, FOR ME AND IN MY NAME, PLACE, AND STEAD, AND FOR MY USE AND BENEFIT AND TO ACT FOR ME IN ANY LAWFUL WAY WITH RESPECT TO THE FOLLOWING:

1. Said Attorney in Fact shall have the power to:

a) contract for and sell and convey, mortgage, lease, purchase, exchange, and acquire, and to accept, take, receive and possess any interest in real and personal property whatsoever, on such terms and conditions, and under such covenants, as my Attorney In Fact shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, subject to liens, mortgages, and security interests, and in any way or manner deal with all or any part of any interest in real or personal property whatsoever, including specifically, but without limitation, real and personal property lying and being situated in the States of Florida and Wyoming, and the Bahamas, under such terms and conditions, and under such covenants as my Attorney in Fact shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages and security interests, and may from time to time collect and cancel any of said notes, mortgages, or security interests with regard to the sale or purchase of real and personal property; and

b) perform any action I am authorized to perform with respect to any business, trust or enterprise, including corporations, general or limited partnerships, joint ventures, limited liability companies, business trusts, land trusts, revocable trusts, irrevocable trusts, spendthrift trusts, and other domestic and foreign forms of organization and trust in which I am now or have been or become engaged or interested, whether or not my authority is based upon a written grant or directive or my status of as an officer, director, agent, member, manager, owner, partner, employee, trustee, beneficiary, settlor or other position.

2. No person shall be required to inquire as to the circumstances of the issuance or use of this instrument or as to the disposition of any proceeds paid to my Attorney In Fact based on this instrument.

3. I grant my Attorney In Fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper or necessary to be done, in the exercise of any of the rights and powers granted in this document, in conjunction with any transactions, which shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers granted in this document.

4. The rights, powers and authority of my Attorney In Fact granted in this document shall commence and be in full force and effect on the date set forth below, and such rights, powers and authority shall remain in full force and effect thereafter until I revoke this Power of Attorney in writing.

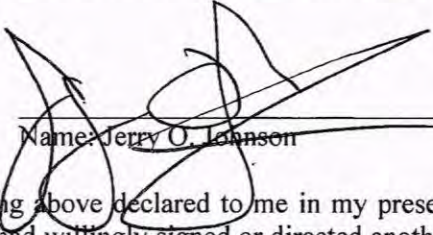
5. I hereby ratify all acts of my Attorney in Fact taken on my behalf prior to the date hereof.

6. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Attorney in Fact.

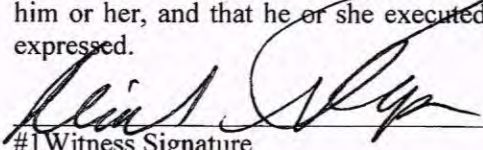
7. I agree that any third party who receives a copy of this document may act under it. Revocation of this Power of Attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this Power of Attorney.

8. This Power of Attorney will be governed by the laws of the State of Florida without regard for conflicts of laws principles. It was executed in the state of Wyoming and is intended to be valid in all jurisdictions of the United States of America and all foreign nations.

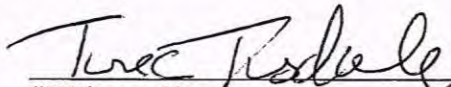
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31st day of July, 2015.


Name: Jerry O. Johnson

On the date written above, the principal signing above declared to me in my presence that this instrument is his Power of Attorney and that he or she had willingly signed or directed another to sign for him or her, and that he or she executed it as his or her free and voluntary act for the purposes therein expressed.


#1 Witness Signature

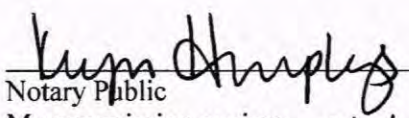
Nicole Tepe
#1 Witness Print Name


#2 Witness Signature

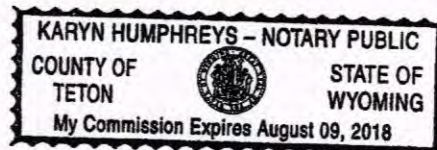
Trec Tisdale
#2 Witness Print Name

State of Wyoming
County of Teton

The foregoing instrument was acknowledged before me this 31st day of July, 2015 by Jerry O. Johnson, who is personally known to me or who has produced as _____ as identification.


Notary Public

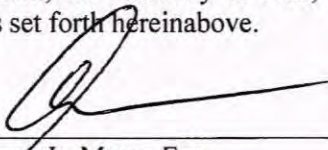
My commission expires: 8/9/2015



ACKNOWLEDGMENT OF ATTORNEY IN FACT

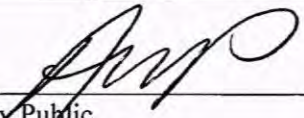
By accepting or acting under the appointment, the Attorney in Fact, Andrew L. Mann, Esq., assumes the fiduciary and other legal responsibilities set forth hereinabove.

8/31, 2015


Name: Andrew L. Mann, Esq.

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 3 day of August, 2015 by Andrew L. Mann, Esq. who is personally known to me or who has produced as _____ as identification.


Notary Public
My commission expires:



New or Transfer Liquor License Or Permit Application -Question #6

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt
Henry R. Silverman	[REDACTED]	[REDACTED], New York, NY 10022	[REDACTED]	1 Year (recently formed entity)	Indirectly owns ~43%	No	No
Thomas D. Christopoul	[REDACTED]	[REDACTED], New York, NY 10022	[REDACTED]	1 Year (recently formed entity)	Indirectly owns <10%	No	No
Ambassador Steven J. Green	[REDACTED]	[REDACTED] Gables, FL 33143	[REDACTED]	1 Year (recently formed entity)	Indirectly owns ~44%	No	No
Jeffrey A. Safchik	[REDACTED]	[REDACTED] Gables, FL 33143	[REDACTED]	1 Year (recently formed entity)	Indirectly owns <10%	No	No



sb note:
SoS website is not showing
registration yet 8/16, 10AM

Wyoming Secretary of State
2020 Carey Avenue, Suite 700
Cheyenne, WY 82002-0020
Ph. 307.777.7311
Fax 307.777.5339
Email: Business@wyo.gov

Consent to Appointment by Registered Agent

Corporate Creations Network Inc.

I, _____, registered office located at

(name of registered agent)

5830 East 2nd Street
Casper, Wyoming 82609

voluntarily consent to serve

* *(registered office physical address, city, state & zip)*

as the registered agent for

ACP LJH 80 Scott Holdings LLC

(name of business entity)

I hereby certify that I am in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

Signature: _____

(Shall be executed by the registered agent.)

Date: _____

08/14/2019

(mm/dd/yyyy)

Print Name: _____

Ryan Sullivan

Daytime Phone: _____

561-694-8107

Title: _____

Special Secretary

Email: _____

compliance@corpcreations.com

Registered Agent Mailing Address
(if different than above): _____

*** If this is a current registered agent changing their registered address on file, complete the following:**

Previous Registered Office(s): _____

I hereby certify that:

- After the changes are made, the street address of my registered office and business office will be identical.
- This change affects every entity served by me and I have notified each entity of the registered office change.
- I certify that the above information is correct and I am in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

Signature: _____

(Shall be executed by the registered agent.)

Date: _____

(mm/dd/yyyy)

THE LODGE @ JACKSON HOLE

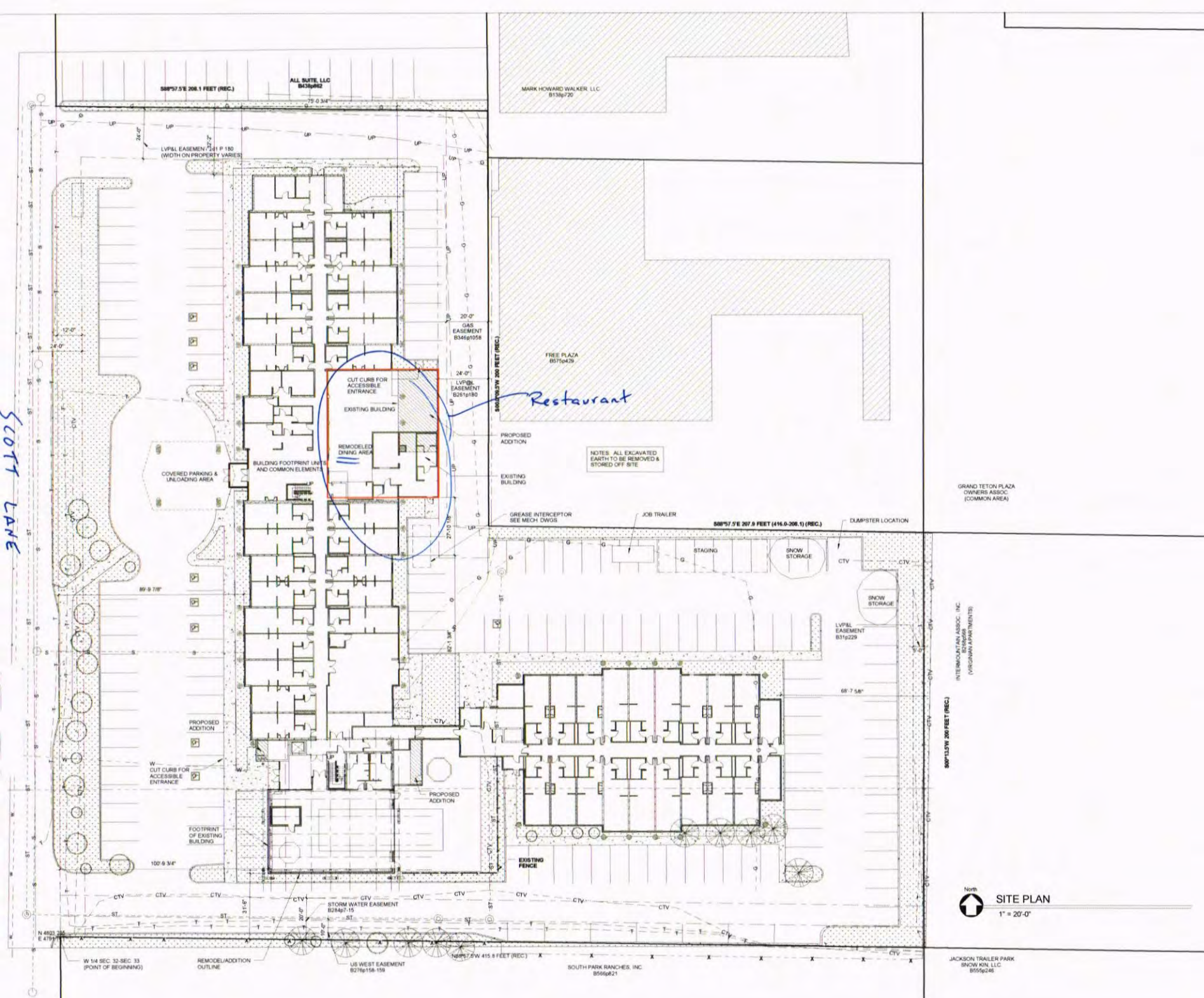
100 Scott Lane



DATE: 11-08-09
PROJECT NO:

SP1.0

SITE PLAN



Statement of Financial Condition & Stability

Applicant, ACP LJH 80 Scott Holdings LLC, is a newly formed entity that will own the existing/operating Lodge at Jackson Hole hotel. Below is a draft proforma balance sheet for that entity that presents the Applicants financial condition following acquisition of the hotel. As part of the acquisition, the entity will be funded with ~\$31mm in new cash equity, including approx. \$1.5mm in cash working capital. Furthermore, the hotel has significant existing in place positive cash flow (north of \$4mm annually) and which is projected to increase following acquisition.

ACP LJH 80 SCOTT CO-INVEST HOLDING LLC	
DRAFT Proforma Consolidated Balance Sheet	
6/30/2019	
ASSETS	
Cash & Cash Equivalents (incl. reserves)	\$1,500,000
Loan Costs	1,210,303
Land, Building & Improvements - Lodge @ Jackson Hole	74,006,869
Other Assets	-
Total Assets	<u>\$76,717,172</u>
LIABILITIES & EQUITY	
LIABILITIES	
Long Term Liabilities:	
Notes Payable - Senior Loan	<u>\$46,030,303</u>
Total Long Term Liabilities	
EQUITY	
Partners Capital	30,686,869
Total Liabilities & Equity	<u>\$76,717,172</u>

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Thomas Dean Christopoul
First Name Full Middle Name Last Name

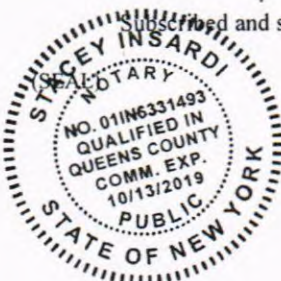
[REDACTED] new York
Date of Birth Social Security Number Driver License: State / Number Male or Female
Circle one

8/12/19
Date Signed

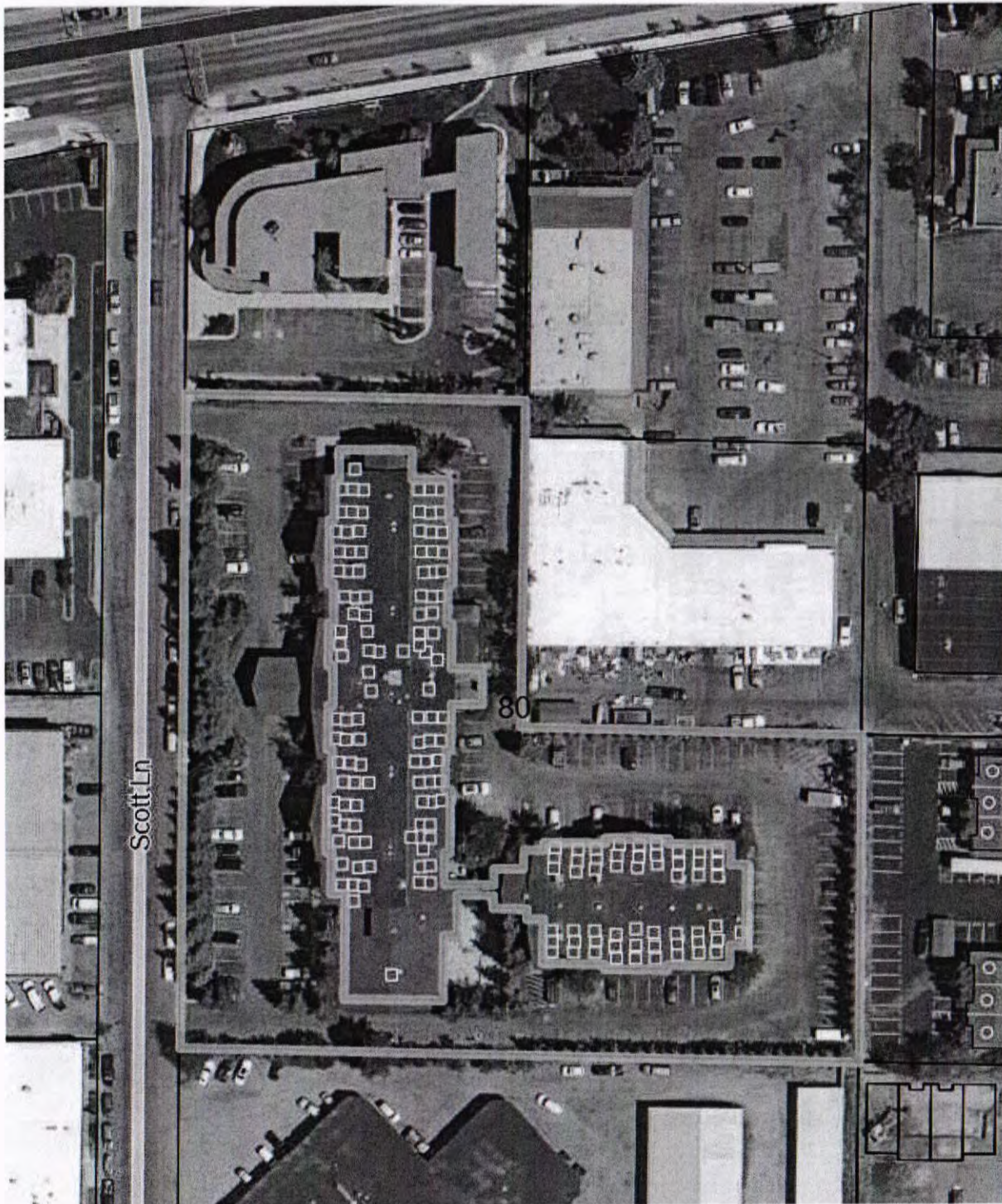
[Signature]
Applicant Signature

State of New York)
County of New York)ss

Subscribed and sworn to before me this 12th day of August, 2019.



[Signature]
Notary Public or officer authorized to administer oaths



Layers

Info

Copy to Clipboard

Different map view ▼

1 Parcel(s)

[Zoom to parcel\(s\)](#)

- Parcel: 22-41-16-33-2-08-050
- [Clerks records](#)
- [Parent Parcel](#)
- [Account: R0017241 Property Detail](#)
- [Tax Information for 03-007034](#)
- [Map Number: 01209](#)
- Lot: 50
- Owner: ALL SUITE DEVELOPMENT
- MailAddr: P.O. BOX 14250
- MailAddr: JACKSON, WY 83002
- StAddr: 80 SCOTT LANE
- Location: LOT 50, THE LODGE AT JACKSON HOLE HOTEL CONDOMINIUM (COMMON AREA)
- TaxClass: Commercial
- Acreage: 2.08

Lat / Lon N: 43.47345°, W: 110.78215°

NAD83 UTM Zone 12 X: 517620,

Y: 4813415

Wyoming West NAD83 USft

N: 1412354, E: 2439171





TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: AUGUST 29, 2019
MEETING DATE: SEPTEMBER 3, 2019

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEM P19-146:** DEVELOPMENT PLAN FOR A LOT SPLIT AT 725 CACHE CREEK DRIVE IN THE NEIGHBORHOOD LOW DENSITY – 3 ZONING DISTRICT.

OWNER/APPLICANT: MARY MCCARTHY

REQUESTED ACTION

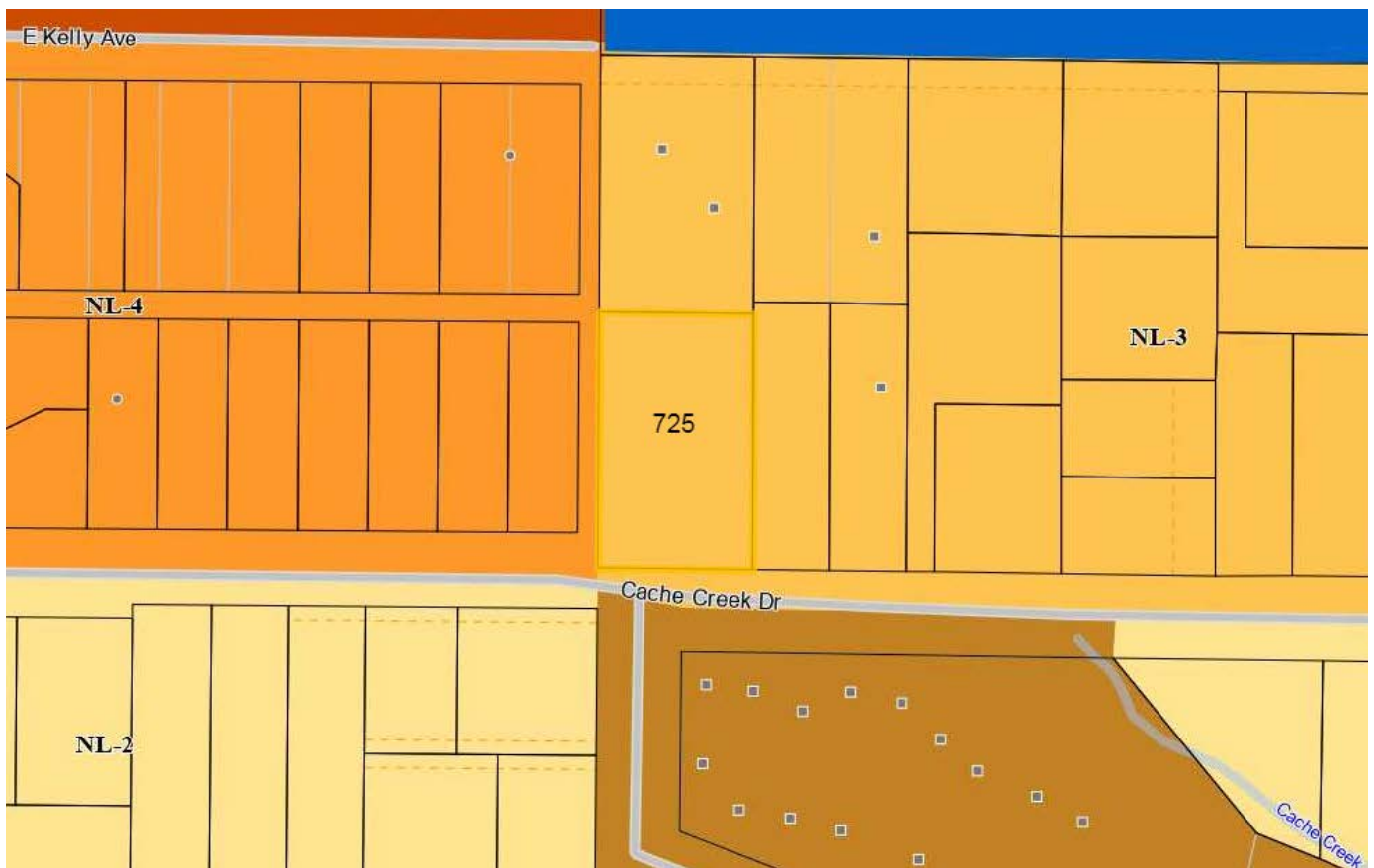
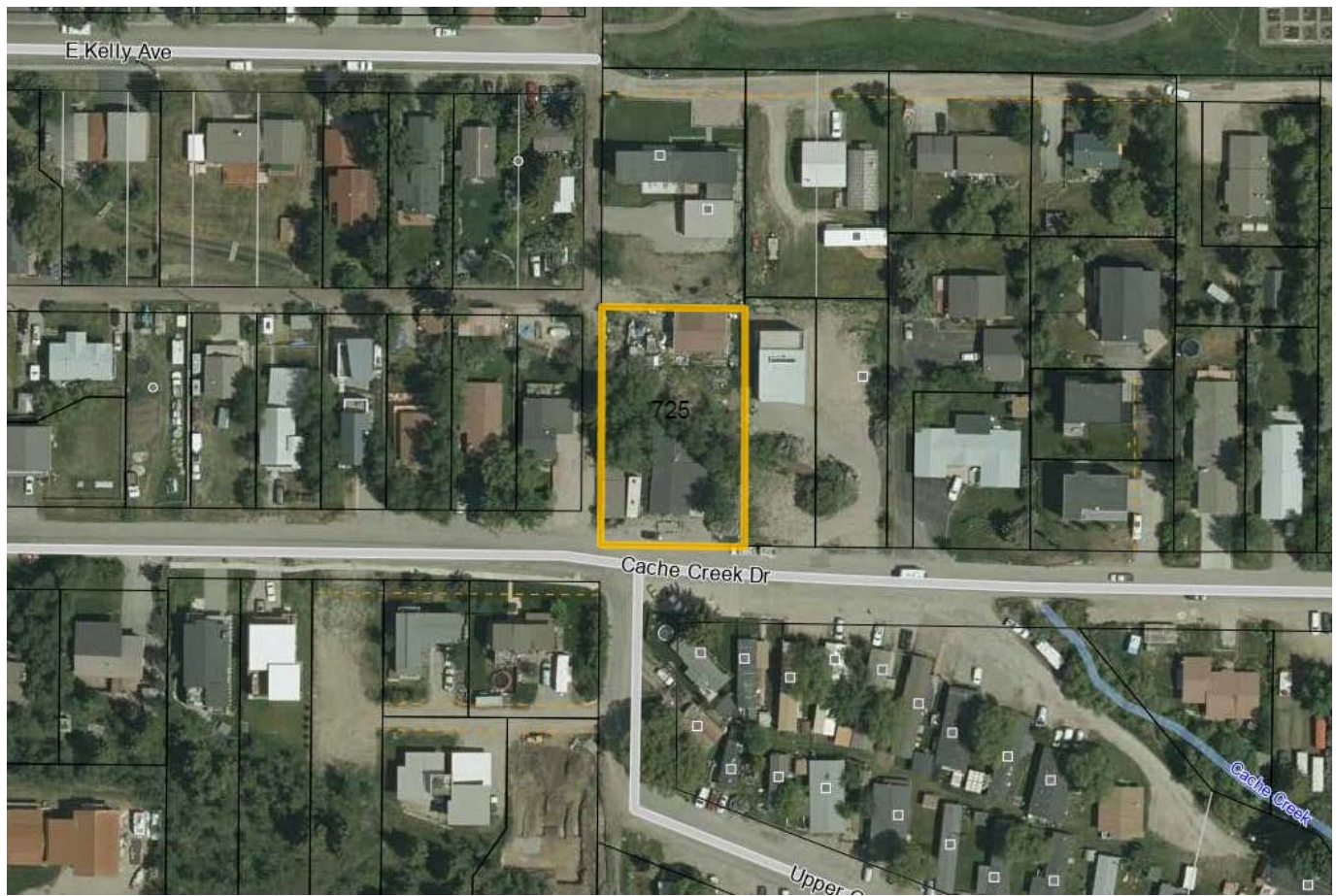
The applicant is requesting approval of a Development Plan for a two lot subdivision at 725 Cache Creek Drive in the Neighborhood Low Density – 3 (NL-3) zoning district prior to submitting a subdivision plat to divide a 20,180 sf lot into two lots: Lot 1 (north) 9,244 sf & Lot 2 (south) 10,936 sf.

APPLICABLE REGULATIONS

Section 8.3.2. Development Plan

LOCATION

The property is located at 725 Cache Creek Drive and legally known as Part of Lot 1, Burns Ferrin Subdivision. An aerial photo and zoning map are shown on the following page:



BACKGROUND

The subject property is a 0.47 acre (20,180 sf) parcel within the Neighborhood Low Density-3 (NL-3) zoning district. The surrounding zoning to the north and east is NL-3, to the west is Neighborhood Low Density - 4 (NL-4) and to the south is Mobile Home Park (MHP) and Neighborhood Low Density – 2 (NL-2). The front (street) setback is 50 feet (30 foot Teton County right-of-way + 20 foot building setback), side setbacks (east and west) are 10 feet and rear setback (north) is 25 feet. The property is bisected by the Cache Creek ditch. The ditch naturally creates a break in the parcel resulting in a southern and northern building envelop each with its own vehicular access.

The southern portion of the lot has vehicular access from Cache Creek Drive and bike/pedestrian access from a 15-foot wide Town alley directly to the west. This alley continues north and connects to the alley between Cache Creek Drive and East Kelly Avenue but does not allow car access because of a pedestrian foot bridge located within the alley that crosses over the Cache Creek ditch. Two structures exist on the southern half. First is a 1,540 sf detached single-family home which is nonconforming because it encroaches into the 30 foot Town right-of-way easement, into the 20 foot front setback and into the 15 foot creek setback. Second is a storage shed that is nonconforming because it encroaches into the 30 foot Town right-of-way easement, into the 20 foot front setback and into the 10 foot side setback.

The northern portion of the lot can be accessed by vehicles from two perpendicular alleys that intersect at the northwest corner of the subject property. The first alley off Redmond Street is 20 feet wide and the second alley off East Kelly Avenue is 15 feet wide. Three structures exist on the northern half: a 1,200 sf garage and two storage sheds. The garage is nonconforming because it encroached into the 5 foot rear (north) setback and one of the sheds is nonconforming because it encroaches into the 15 foot ditch setback. Additional site conditions include an irrigation pipeline that runs from the Cache Creek ditch to the Elk Refuge and has an 8 foot structure setback on either side. Both sheds are located within the Refuge pipeline setback.

PROJECT DESCRIPTION

This Development Plan is being submitted for review prior to a Subdivision Plat request to subdivide the existing property at 725 Cache Creek Drive into a two lots. The applicant seeks to subdivide the 20,180 sf lot along the Cache Creek ditch creating a northern lot (9,244 sf) and a southern lot (10,936 sf) both of which exceed the 7,500 sf minimum lot size for the NL-3 zoning district. Both lots will maintain the same vehicular access as described above. On the northern lot, all three structures are proposed to be removed and on the southern lot, the storage shed is proposed to be removed. No development is proposed at this time. The northern building envelop is 2,523 sf and the southern envelop is 2,268 sf.

STAFF ANALYSIS

Staff has reviewed the proposed development for compliance with the dimensional limitations of the NL-3 zone. The dimensional limitations for each lot are listed below:

Lot 1 – Northern Lot (All structures will be removed)

	Allowed / Required	Proposed	Complies?
Minimum Lot Size	7,500 sf	9,244 sf	Yes
Maximum FAR	3,698 sf (0.40)	None at this time	Yes
Minimum LSR	4,160 sf (0.45)	6,721 sf provided	Yes
Primary Street Setback (west)	20 feet	20 feet	Yes
Rear Setback (east)	25 feet	25 feet	Yes

Side Setback (south)	10 feet	10 feet	Yes
Side Setback (north)	10 feet	10 feet	Yes
Cache Creek Ditch Setback	15 feet	15 feet	Yes
Building Envelope Size	n/a	2,523 sf	n/a
Vehicular Access	Street or Alley	Alley only: 20 foot & 15 foot	Yes

Lot 2 – Southern Lot (Existing home will remain. Shed will be removed)

	Allowed / Required	Proposed	Complies?
Minimum Lot Size	7,500 sf	10,936 sf	Yes
Maximum FAR	4,374 (0.40)	1,568 sf (existing home)	Yes
Minimum LSR	4,921 sf (0.45)	5,709 sf provided	Yes
Primary Street Setback (south)	20 feet (measured from 30 foot right-of-way easement)	20 feet (existing nonconforming home)*	Yes
Rear Setback (east)	25 feet	25 feet (canopy & deck encroachment)**	Yes
Side Setback (west)	10 feet	10 feet	Yes
Side Setback (north)	10 feet	10 feet	Yes
Cache Creek Ditch Setback	15 feet	15 feet (existing nonconforming home and deck)***	Yes
Building Envelope Size	n/a	2,268 sf	n/a
Vehicular Access	Street or Alley	Street: Cache Creek Drive	Yes

*The existing single family home existed prior to the adoption of the LDRs. The home encroaches into the 20 foot front yard building setback and into the 30 foot County right-of-way easement. The home can remain because it is nonconforming and because no new nonconformities are being created.

**The existing carport and deck attached to the single family home will encroach approximately 2 feet into the 25 foot rear setback. The LDRs allow such projections to encroach up to 4 feet into a side or rear setback. Currently the deck and carport encroach less than 4 feet into the rear setback and these encroachment can remain.

***The existing single family home existed prior to the adoption of the LDRs. The home encroaches well into the 15 foot ditch setback, however this encroachment is allowed to remain because it is nonconforming and because the nonconformity is not increasing.

After reviewing the request, staff was able to make the required findings for a Development Plan and find the request to be consistent with the desired future character for this area as described in the Comprehensive Plan. The NL-3 zone allows for land division provided that all new lots meet the minimum lot size of 7,500 sf which this application does comply with. Staff supports the applicant's proposal to split the parcel along the ditch because the Cache Creek ditch currently bisects the property and naturally creates two separated building envelopes. Splitting the parcel this way does not significantly change the character of future development potential or the expectations of future development by neighboring property owners. Both lots will allow for reasonable development based upon the building envelop sizes as demonstrated in the applicant's submittal. Staff does acknowledge that the building envelopes are awkwardly shaped and so will limit future designs. The potential for density will increase with this lot split as each lot is permitted to build a detached single-family home with an Accessory Residential Unit (ARU). However, ARUs are not guaranteed and may not be feasible based upon parking requirements, site constraints or other development standards.

As part of a land division on a site with nonconforming physical development, LDR Section 1.9.2.C.4 allows existing nonconforming physical development to remain. However, after the lot is split the existing garage and storage sheds on the northern lot, which are considered accessory structures, will no longer be on the same lot as the primary use (detached single-family home) which they are accessory to. The applicant is aware that all structures on the northern lot must be removed prior to recording of the plat because the LDRs do not allow an accessory structure without a primary structure. The detached single-family home on the southern lot can remain because no new nonconformities are being created and it's considered a primary use. In addition, the storage shed on the southern lot can remain because it is accessory to the primary use and because no new nonconformities are being created, however it is proposed to be removed.

The applicant has submitted worksheets for Park and School Exaction estimations, however, the lot is not subject to exaction fees until the time of plat recordation. At this point in time, Park Exactions are calculated at \$2,700 and School Exactions are calculated at \$2,000.

If the applicant does not submit a Subdivision Plat application within 18 months of the Development Plan approval, the Development Plan will expire.

Planning Commission

The Planning Commission reviewed this item on August 7, 2019 and unanimously supported the lot split as conditioned.

STAFF FINDINGS

Pursuant to Section 8.3.2 Development Plan of the Land Development Regulations, a development plan shall be approved upon finding the application:

1. ***Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan.***

The proposed development is located within District 3 Town Residential Core and within Subarea 3.1 East Jackson of the 2012 Comprehensive Plan. Policy objectives for Subarea 3.1 East Jackson follow:

“This residential, STABLE Subarea is will continue to provide a variety of housing types, including single family, duplex and tri-plex with up to three units per lot when both a street and alley frontage is provided and up to two units per lot when only street or alley access is provided. Multifamily development is not currently found in this area and it not desirable in the future. Being a Stable Subarea, the size and scale of future buildings will be compatible with the existing character of the area, which includes a wide variety of building sizes and scales. Structures will be of comparable bulk and scale regardless of the number of units provided therein. Up to two stories will be allowed and may be configured in a variety of layouts, with both attached and detached units. Structures should be pulled toward the street where possible and building footprints should be minimized in order to allow for adequate yards and landscaping. Some areas with an existing single family character will maintain the characteristic in the future with only one dwelling unit per lot.

Complies. Staff finds that the proposed application is consistent with the described future character of this area by proposing single-family home lots which is one of the desired housing types for the NL-3. The proposed lots meet the minimum lot size requirement of this zone and the remaining building envelopes are in comparison very close in size to the two existing building envelopes that are created by the Cache Creek ditch which bisects the lot.

In addition, Staff has analyzed this application for consistency with the Policy Objectives of Character District 3: Town Residential Core as follows, finding that no other policies of the Jackson/Teton Comprehensive Plan are applicable.

Common Value 1: Ecosystem Stewardship

Not applicable.

Common Value 2: Growth Management

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

Complies. The resulting detached single family lots are identified as a desired type of housing according the Subarea 3.1 description and will potentially allow ARUs.

Policy 4.3.a Preserve and enhance stable subareas.

This subdivision proposal will not change the character of the Neighborhood Low Density - 3 zoning district (NL-3). The resulting lots are in keeping with the single-family character described by the stable Subarea 3.1 East Jackson and follow the same minimum lot size as surrounding properties.

Policy 4.3.b Create and develop transitional subareas.

Not applicable.

Policy 4.4.d Enhance natural features in the built environment.

Complies. Staff finds the Development Plan maintain the 15-foot setback buffer from the Cache Creek ditch and the 8-foot Refuge pipeline setback. The resulting building envelopes are nearly identical to the de-facto existing envelopes due to the location of the new dividing line.

Common Value 3: Quality of Life

Policy 5.2.d Encourage deed-restricted rental units.

Not applicable.

Policy 5.3.b Preserve existing workforce housing stock.

Complies. The applicant has no plans at this time to remove the existing single family home on the southern lot (Lot 2).

Policy 7.1.c Increase the capacity for use of alternative transportation needs.

Not applicable.

2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable.

Complies. The proposed Development Plan is not located in the NRO or the SRO.

3. ***Does not have significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.***

Complies. The development will be subject to mitigation of park and school impacts through payment of exactions at the ratio required in the LDRs for residential development at the time of Subdivision Plat recordation. Staff finds that the two lot subdivision will not have a significant impact on other public facilities and services as the development does not expand the anticipated growth within the NL-3 zone based upon allowable lot size.

4. ***Complies with the Town of Jackson Design Guidelines, if applicable.***

Complies. Design Guidelines do not apply to residential development less than three attached units.

5. ***Complies with all relevant standards of these LDRs and other Town Ordinances.***

Complies. Staff finds that the Development Plan proposal is in compliance with all relevant LDR standards.

6. ***Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.***

Complies. Not applicable.

ATTACHMENTS

Department Reviews
Applicant Submittal

PUBLIC COMMENT

No public comment has been received at the time this report was written.

FISCAL IMPACT

None at this time.

STAFF IMPACT

There will be no significant impact to staff resources if the proposed project is approved.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director and Planning Commission recommend **approval** of a Development Plan for lot split located at 725 Cache Creek Drive subject to the Land Development Regulations, the department reviews attached hereto and the following condition(s) of approval:

1. If the applicant does not submit a Subdivision Plat application within 18 months of the Development Plan approval, the Development Plan will expire.
2. Prior to recording of the plat the applicant shall demolish all structures on the northern lot.

SUGGESTED MOTIONS

Based upon the findings for a Development Plan as presented in the staff report and by the applicant related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with Town Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals for Item P19-146, I move to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations to **approve** a lot split for the property addressed at 725 Cache Creek Drive subject to the Land Development Regulations, the departmental reviews attached hereto and the following condition(s) of approval:

1. If the applicant does not submit a Subdivision Plat application within 18 months of the Development Plan approval, the Development Plan will expire.
2. Prior to recording of the plat the applicant shall demolish all structures on the northern lot.

Town of Jackson
Project Plan Review History

PLANNING

Project Number	P19-146	Applied	6/12/2019	STOL
Project Name	DevPlan - 725 Cache Creek Dr	Approved		
Type	DEVPLAN	Closed		
Subtype	LAND DIVISION	Expired		
Status	STAFF REVIEW	Status		

Applicant _____ **Owner** Mary McCarthy

Site Address	City	State	Zip
725 CACHE CREEK DRIVE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
FERRIN	22411634132006	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact Notes Building Kelly Sluder	APPROVED	6/12/2019	7/3/2019	6/17/2019	
Fire Kathy Clay	APPROVED	6/12/2019	7/3/2019	7/1/2019	
Joint Housing Dept Stacy Stoker (6/27/2019 3:00 PM SAS) Non-building developments do not have a housing requirement. The Housing Department has no comments on this development.	APPROVED	6/12/2019	7/3/2019	6/27/2019	
Legal Lea Colasuonno	NO COMMENT	6/12/2019	7/3/2019	6/24/2019	no comment at this time
Parks and Rec Steve Ashworth (7/5/2019 4:20 PM STOL) No comments from P&R regarding Development Plan for P19-146. Thanks.	NO COMMENT	6/12/2019	7/3/2019	7/5/2019	
Pathways Brian Schilling (6/28/2019 10:51 AM STOL) No comments from Pathways.	NO COMMENT	6/12/2019	7/3/2019	6/27/2019	
Planning Tyler Valentine (7/25/2019 3:17 PM TV) Please see staff report.	APPROVED W/CONDITI	6/12/2019	7/3/2019	7/25/2019	

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Police Todd Smith (6/13/2019 4:07 PM STOL) No concerns from the police.	APPROVED W/CONDITI	6/12/2019	7/3/2019	6/13/2019	Ensure proper addressing
Thank you, Todd					
Public Works Rachelle Rhodes	APPROVED W/CONDITI	6/12/2019	7/3/2019	7/3/2019	see notes

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(7/3/2019 10:07 AM RR)					
Development Plan Review – APPROVED					
P19-146 Dev Plan					
OWNER/APPLICANT: Mary McCarthy					
ADDRESS: 725 Cache Creek Drive					
7/3/2019					
Rachelle Rhodes, 733-3079					
DATE OF SUBMITTAL: 6/12/2019					
DATE OF MATERIALS: 6/7/2019					
REVISION NO.: 0					

The engineering division has reviewed your application for a DEVELOPMENT PLAN submitted on and with application materials as dated above.

*The following comments are being provided for use in preparation of future Building Permit submittals and are required for approval.

In addition to the required Town of Jackson submittal requirements, The Engineering Department requires applicants to submit plans, documents, etc in electronic PDF format in addition to the standard paper submittal(s). Please submit these materials through Tiffany Stolte of the Planning Department (tstolte@jacksonwy.gov).

PRIOR TO BUILDING PERMIT APPROVAL:

1. Town of Jackson Engineering Team confirms that the existing sewer main and manholes near the west property line serves only the existing 725 Cache Creek Drive property and no public utility easement is required. Any change or removal of this utility will require a detailed sewer management, erosion and sediment control plan regarding the Cache Creek Ditch.
2. Applicant shall verify and provide a narrative that there's no feasible gravity sewer solution for the proposed northern lot to avoid a second lift station.
3. For private utilities crossing private lots a minimum 20-foot wide easement for water/sewer utilities, and a minimum 15-foot wide easement for power and gas utilities shall be required, depending on the utility routes. Utility easements for the water service and sewer force main are required on the proposed south lot for the benefit of the north lot. A utility easement on the north lot for the sewer line is required for the benefit of the south lot. Additional utility easements for other utilities may be required depending on the final design.
4. Covenants, Conditions & Restrictions (CCR's) on how water and sewer services will be managed and maintained will be required prior to plat approval.
5. The applicant is required to provide a detailed construction staging/phasing plan and narrative in future building permit submittal.
6. A complete grading and erosion control plan shall be provided on the plans consistent with the LDR's.
7. Site contours, spot elevations, grades, (existing and proposed) shall be provided on the plans beyond all property boundaries per the LDR's to ensure the development's integration into the surrounding public and private property.
8. Please be advised that infrastructure improvements necessary to meet the capacity demands and requirements for the proposed development shall be the responsibility of the developer/owner. The Town of Jackson is not responsible for upsizing or extending of potable water, sanitary sewer, or storm drainage to meet development needs so long as the existing utility systems are within a reasonable distance of the subject property.
9. All work to be completed within the Town's right-of-way shall be specifically addressed.
10. All onsite power and cable utilities shall be shown as underground and location(s) of transformers indicated.

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
11. Snow storage areas for the site shall be indicated on the plans.					
PLEASE BE ADVISED THAT:					
12. A Public Right-of-Way (Encroachment) Permit is required for any work within the public right-of-way.					
13. A demolition permit is required for each existing structure to be removed from the site. Water and sewer services to be abandoned for the project shall be abandoned at the main during the demolition phase of the project.					
14. The approval of this application confirms that the Town of Jackson has evaluated the application submitted by the applicant and determined that it meets the minimum applicable construction and design standards of the Town’s Land Development Regulations as they pertain to PublicWorks review. Nothing in this approval constitutes an endorsement by the Town of Jackson of the construction or the design of the proposed development. The Town assumes no liability for, and does not in any way guarantee or warrant the performance or operation of the development.					
15. This approval does not relieve the permittee from any duty to obtain any other permit or authorization that may be required by any provision of federal, state or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.					
START		6/12/2019	7/3/2019		
Darren Brugmann					

DEVELOPMENT APPLICATION

725 CACHE CREEK DRIVE SUBDIVISION, Project No. P18-310

June 7, 2019

Mary McCarthy, Applicant/Owner

Attachments/Exhibits (that follow)

- Development Plan Application
- Narrative discussing Background and Development Plan, pages 1 - 2
- Findings for Development Plan – 8.3.2 C of Town of Jackson LDRs, pages 3 - 4
- Response to Pre-App Checklist (Pre-App Conference Summary), pages 5 - 6
- Copy of Pre-Application Conference Summary
- Exhibit A – Existing Conditions Survey
- Exhibit B – Representative Lot Sizes in NL-3 Zoned Area
- Exhibit C – Development Plan (Site Plan)
- Exhibit D – Utility Plan
- Exhibit E – Park Exaction Calculation
- Exhibit F – School Exaction Calculation

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____ 1 _____**Please note:** Applications received after 3 PM will be processed the next business day.**PROJECT.**Name/Description: P18-310Physical Address: 725 Cache Creek DriveLot, Subdivision: PT Lot 1, Burns Ferrin Subdivision PIDN: 22-41-16-34-1-32-006**PROPERTY OWNER.**Name: Mary R. McCarthy Phone: 408 482-4423Mailing Address: PO Box 7876, Jackson, WY ZIP: 83002E-mail: mrm987@gmail.com**APPLICANT/AGENT.**Name: Not applicable Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

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 #: P18-310 Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

☐ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

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

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

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

Signature of Property Owner or Authorized Applicant/Agent

Mary R. McCarthy

Name Printed

June 7, 2019

Date

Owner

Title

Background

Property – 725 Cache Creek Drive (“Property”) is an approximately 0.47 acre lot in the NL-3 zoned area in the Town of Jackson. The Property was purchased in 2018 by Mary McCarthy, in the name of the Mary R. McCarthy 2002 Revocable Trust (“Owner”). The Owner owns and resides at 735 Cache Creek Drive which borders the Property on the east.

The Owner seeks to subdivide the property and met with Town of Jackson planners on December 10, 2018 for a pre-development conference (“Pre-App Conference”).

Please see the site plan in Exhibit A – Existing Conditions Survey, prepared by Y2 Consultants, as well as the illustration below and other exhibits.

Property Features – The Property is bisected by the Cache Creek Ditch (which flows west from Cache Creek). The Ditch is typically activated from May until September. The Ditch is an amenity, and the sound of flowing water and birdsong make it especially compelling.

Within the northern part of the Property, the Ditch feeds an irrigation pipeline that runs north to the National Elk Refuge (“Refuge Pipeline”).

The Ditch has a 15 foot setback requirement from the top of its bank, and the Refuge Pipeline has a 16 foot easement. Both of these things constrain future building footprints.



Existing Structures – Five structures exist currently on the Property.

- Three structures are on the northern part of the Property. First is a 1,200 SF Garage; this is out of compliance with current LDR setbacks. The other two structures are open-sided storage sheds. These three structures are expected to be removed/demolished prior to recordation of the Subdivision Plat.
- Two structures are present on the southern side of the Property. First is a single-story house (“Existing House”) of approximately 1,540 SF (constructed in the 1970s) with an open carport and wooden deck on the eastern side. The second structure is a storage shed located at approximately the western property line. Both

the Existing House and the storage shed are out of compliance with current setback requirements. As well, the Existing House is within the Town's 30' right-of-way along Cache Creek Drive by approximately four feet, and the storage shed is within the Town's right-of-way by about a dozen feet.

Development Plan

The proposed Development Plan anticipates that the Property will be subdivided into two residential lots. The subdivision would result in a northern lot (Proposed Lot 1) and a southern lot (Proposed Lot 2). **Assuming removal of the three structures on Proposed Lot 1, neither this proposed Development Plan nor the potential subdivision would result in any new nonconformities with the Town's setback requirements, rights-of-way, or LDRs.**

Upon approval of this Development Plan and associated subdivision Plat, the three existing structures on Proposed Lot 1 would be removed.

The proposed subdivision would result in two lots, i.e., Proposed Lot 1 (northern portion of the Property) of approximately 0.212 acre and Proposed Lot 2 (southern portion of Property) of approximately 0.251 acre. These lot sizes are consistent with other lot sizes in the NL-3 zoned area bounded by Cache Creek Drive, Rancher Street, Kelly Ave, and the alley adjacent to the Property on the west. See Exhibit B – Representative Lot Sizes in NL-3 Zoned Area for details.

Please see Exhibit C - Development Plan. This exhibit shows the proposed property line dividing the Property into Proposed Lot 1 and Proposed Lot 2 of 9,244 SF and 10,936 SF, respectively. The exhibit illustrates the location of the Existing House and related driveway and storage shed, as well as the building footprint for new construction. Setbacks for both lots are shown.

Exhibit D – Utility Plan shows the new sewer and water lines that would be required for Proposed Lot 1, as well as the utilities currently in place for Proposed Lot 2.

The sections below address:

- Findings as required by the LDRs, section 8.3.2 C and
- The submittal requirements indicated in the P18-310 Pre-App Checklist (Pre-App Conference Summary).

Findings for Development Plan – 8.3.2 C of Town of Jackson LDRs

1. Is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan

Complies. The Teton County GIS locates the property within Comprehensive Plan sub area, Sub Area 3.1- East Jackson. East Jackson is classified as a Stable Subarea which provides a variety of housing types including single-family, duplex, and triplex units. The sub area anticipates up to 3 units per lot when both an alley and street frontage are present and up to two units when only an alley or street frontage is available. The 2-lot development anticipates a maximum of two units per lot with one lot being a dual frontage and one taking access only from the alley. The two-lot development will result in a 0.212-acre lot and a 0.251-acre lot, in character with the neighboring lots of approximately 0.2-acres.

No physical development is proposed with this application. However, upon application for building permits, the applicant shall meet the goals and objectives outlined in the Comprehensive Plan and Town LDRs.

2. Achieves the standards and objective of the Natural Resource Overlay (NRO) and Scenic Resources Overlay (SRO), if applicable

Not applicable. The Property is not within the NRO or the SRO.

3. Does not have a significant impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities

Complies. Proposed Lot 2 has an Existing House on the property. Therefore, the Development Plan and proposed two-lot subdivision would result in a potential net increase of one single-family residence and ARU being added to the system for Proposed Lot 1, and potentially one ARU on the Proposed Lot 2. A park exaction fee of \$2,700 and school exaction fee of \$2,000 will be paid to mitigate the impact of the development on parks and schools. See Exhibits E & F for the exaction calculations. Water and sewer will be accessed as shown on Exhibit D – Utility Plan.

4. Complies with the Town of Jackson Design Guidelines, if applicable

Not Applicable. The proposed Development Plan and subdivision do not include physical development and, therefore, TOJ Design Guidelines do not apply.

5. Complies with all relevant standards of these LDRs and other Town Ordinances

Complies. The proposed subdivision lot sizes are in conformance with the NL-3 zone standards. Please see Exhibit C – Development Plan for the subdivision lot sizes and configuration, as well as Allowable Floor Area and Land Surface Required (LSR) statistics.

6. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals

Complies. The applicant is unaware of any prior permits or approvals that conflict with this proposed Development Plan.

Pre-application submittal requirements as provided to Owner following the December 10, 2018 Pre-App Conference in the P18-310 Pre-App Checklist and Pre-App Staff Review.

From the Checklist

Structure Location and Mass – Locations are shown on Exhibit A – Existing Conditions Survey. The 1,200 SF garage on the northern-most part of the site is approximately 18 feet in height; all the other structures are one story.

Site Development – See Exhibit C – Development Plan.

Landscaping – LSR requirements and calculations for the proposed two lots are shown on Exhibits C – Development Plan. The Development Plan meets the LSR requirements.

Grading, Erosion Control, Stormwater – Not required at this time, but rather at the time of grading pre-app.

Affordable Workforce Housing – The proposed two-lot residential subdivision is exempt. The Town of Jackson requires affordable housing mitigation plan for all employee-generating development; Under Section 6.3.2.A.2 Other Types of Development, this development plan is exempt from an employee housing mitigation plan.

From the Staff Review

Pathways – *The proposed access to the north lot should not interfere with the function of the pedestrian bridge over Cache Creek Ditch. (This bridge is on the alley that runs north from Cache Creek Drive to May Park.)*

Proposed Lot 1 (north lot) will be accessed without interfering with the function of the bridge.

Police – *Reminder of visible addressing once constructed for emergency responders.*

No action necessary at this time.

Public Works

Site utility plan showing water sewer, cable, gas, and power services, including water meter and curb stop locations.

Please see the Exhibit D – Utility Plan. Each of these items is indicated, with the exception of gas; there is currently no gas service to the Property.

Sewer – *Easement required for public sewer (15 feet to the east of the existing sewer line at the west side of the lot).*

Rachelle Rhodes of Public Works visited the site on April 24, 2019 at which time Macy's Services did a CCTV examination of the existing sewer line at the west side of the Property. The manhole at Cache Creek Drive was determined to be a dead-end manhole, and the sewer line appears to serve only this Property. The Owner concluded that this is a private sewer line. Thus, no public sewer easement is shown on the proposed Development Plan.

Cache Creek Ditch – *Protection plan*

The Owner is not proposing any new development within the 15' setback from the top of bank of each side of the Cache Creek Ditch. The Existing House is between 3 and 9 feet within the setback and is therefore an existing nonconformity. Both the front and back door entrances are located outside the 15' setback. Any new physical development will conform to the required ditch setbacks and will not interfere with access to the ditch by all water rights holders.

Vehicular Access and Parking

Please see Exhibit C – Development Plan. Vehicular access and parking are consistent with the LDRs.

Preliminary Stormwater Management Plan, Grading and Erosion Control Plan, & Site Contours beyond all property boundaries

Not required at this time.

Work to be completed within the Town's right-of-way (relative to proposed south lot).

Please see the driveways illustrated on Exhibit C – Development Plan. Work within the Town's right-of-way would include the driveways, as well as potentially renovation of the Existing House, which, as mentioned, is located a few feet within the Town's right-of-way.

This Summary will be prepared by Planning Staff. The applicant, or the applicant's agent, shall receive a copy of this summary for their reference in submitting a sufficient application.

Staff may request additional materials during review as needed to determine compliance with the LDRs.

PRE-APPLICATION MEETING BASICS.

PAP#: P18-310

Date of Conference: 12/10/2018

Planning Staff: Tyler Valentine

PROJECT.

Name/Description: 725 Cache Creek Drive Subdivision

Physical Address: 725 Cache Creek Drive

Lot, Subdivision PT LOT 1, BURNS FERRIN SUBDIVISION PIDN: 22-41-16-34-1-32-006

Zoning District(s): Neighborhood Low Density-3 (NL-3)

Overlay(s): N/A

STAKEHOLDERS.

Applicant: Y2 Consultants – Melissa Ruth

Owner: Mary McCarthy

Agent: _____

REQUIRED APPLICATIONS. (See B.12, C.1, D.4 of applicable zone in Article 2, 3 or 4) *This project will require the following applications:*

Application	Reason	Fee
Development Plan	Required prior to all Subdivision Plats (Section 8.3.2)	\$2,500
Subdivision Plat	Required for lot split (Section 8.5.3)	\$1,000 plus review fees
Grading Pre-Application	Required prior to Building Permit	\$150
Building Permit	Required for all physical development	TBD

MEETING ATTENDEES:

Name	Company	Phone/Email
------	---------	-------------

Mary McCarthy	Property Owner	Mrm987@gmail.com
Melissa Ruth	Y2 Consultants	307-733-2999
Robert Infanger	Y2 Consultants	307-733-2999
Mark Fellerman	Y2 Consultants	307-733-2999
Tyler Valentine	Town Planning	307-733-0440 x1305

TIMELINES. *This table is intended to provide general information regarding the review process and timing of decisions. See Article 8 for a complete explanation of the review process.*

For administrative decisions made by the Planning Director, the following timelines are generally applicable:

Application Types:	Sufficiency	Planning Director
n/a	n/a	n/a

For decisions requiring a public hearing process, the following timelines are generally applicable:

Application Types:	Sufficiency	Planning Commission (PC)/ Board of Adjustment (BOA)	Town Council
STEP #1 Development Plan	Within 14 days of Submittal	Hearing within 90 days of Sufficiency	Hearing within 60 days of PC Recommendation
STEP #2 Subdivision Plat	Within 14 days of Submittal		Hearing within 90 days of Sufficiency
STEP #3 Grading Pre-application Building Permit	n/a	n/a	n/a

GENERAL INFORMATION.

☒ *Required, If Checked.*

☐ *If not checked, review requirement with a Staff member to determine if necessary for your application.*

Requirement

Notes

☒ Planning Permit Application. The application should list all pertinent permits (use, physical development, interpretation, relief from the LDRs, Development Option/Subdivisions, Amendments to the LDRs) for which you are applying.	Required to be filled out and signed.
☒ Notarized Letter of Authorization. See Section 8.2.4.A for requirements. A template is established in the Administrative Manual.	Required if the applicant/representative is not the owner of the property.
☒ Application Fees. Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.	Please see above.

✓	Review fees. The applicant is responsible for paying any review fees and expenses from consulting services necessitated by the review of the application by the Town Surveyor, Town Engineer, Town Associate Engineer, Title Company and any other required consultant. Such fees shall be paid prior to approval of the permit.	Review fees required with Subdivision Plat for surveyor and title review.
✓	Mailed Notice fee. See Section 8.2.14.C.2 for notice requirements. If mailed notices are required, the applicant is responsible for paying for any mailing in excess of 25 notices.	Done by the Town Staff.
	Other information needed. All applications submitted to the Town of Jackson Planning Department must be submitted in digital format once the application is determined to be sufficient.	
✓	Response to Submittal Checklist. All applications require response to applicable review standards. For applications where a pre-application conference is required, applicable standards are identified below. If a pre-application conference is optional, see the submittal checklist for the relevant application type, established in the Administrative Manual.	Response to this checklist only. Development Plan requires 9 hard copies and 1 digital.
✓	Title Report. A title report, title certificate or record document guarantee prepared within the last six months that includes evidence of ownership and all encumbrances on the subject property. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review.	Required with Subdivision Plat only.
✓	Narrative description of the proposed development. Briefly describe the existing condition of the property and the proposed use, physical development, subdivision or development option for which you are seeking approval.	Includes findings for Development Plan. Development Plan requires 9 hard copies and 1 digital. Demonstrate compliance with LDRs for each newly created lot: min lot size, access, FAR, LSR, building envelop sizes, etc.
	Proposed Development Program. Please use the attached template established in the Administrative Manual.	
✓	Site Plan. Please see the attached list of minimum standards for a site plan, established in the Administrative Manual.	Showing building envelopes: <u>South Lot:</u> 20' front (measured from south property line), 25' rear (east property line), 10' sides (west and north property lines) and 15' ditch setback. <u>North Lot:</u> 20' front (measured from west property line), 25' rear (east property line), 10' sides (north and south property lines) and 15' ditch setback.
	Floor Plans. Include floor plans for any existing buildings that will be occupied by a proposed use. If changes to existing buildings are proposed, indicate those on the floor plans.	
✓	Neighborhood Meeting Summary. See Section 8.2.3 for Neighborhood Meeting requirements.	Optional for a Development Plan
✓	Posted Notice. See Section 8.2.14.C.4 for Posted Notice requirements for all public hearings.	
✓	Digital Format. All application submitted to the Town Planning Department must be submitted in digital format.	

Requirements listed under each Article will be checked if required for the application.

☒ Required, If Checked.

☐ If not checked, this requirement is not applicable to your application.

ARTICLE 2, COMPLETE NEIGHBORHOODS, ARTICLE 3, RURAL AREA ZONES, and ARTICLE 4, SPECIAL PURPOSE ZONES – (Public/Semi-Public & Park and Open Space zones only).

Applicable Zone: NL-3

Applicable LDR Section: 2.2.4

PHYSICAL DEVELOPMENT. Please see Subsection B in applicable Zone District for specific standards.

Requirement

Notes

☒	Structure Location and Mass (setbacks, height, FAR, etc.)	Show existing buildings in relation to all setbacks including ditch
☐	Maximum Scale of Development (individual building size)	
☐	Design Review (Design Guidelines and Design Review Committee)	
☒	Site Development (Driveway and Access limits)	Identify existing and proposed access.
☒	Landscaping (see Div. 5.5 for more information)	Provide the new LSR requirements for each new lot. Do both lots meet LSR of .45?
☐	Fencing (see Sec. 5.1.2 for more information)	
☐	Environmental Standards (see Div. 5.1 and 5.2 for more information) • Natural Resource Buffers • Irrigation Ditch Setback • Natural Resource Overlay Standards	
☐	Scenic Standards (see Div. 5.3 for more information) • Exterior Lighting • Scenic Resource Overlay (SRO) Standards	
☐	Natural Hazards to Avoid (see Div. 5.4 for more information) • Steep Slopes • Areas of Unstable Soils • Fault Areas • Floodplains • Wildland Urban Interface	
☐	Signs (see Div. 5.6 for more information)	
☒	Grading, Erosion Control, Stormwater (see Div. 5.7 for more information) • Grading • Erosion Control • Stormwater Management	Required at time of grading pre-app.

USE STANDARDS. Please see Subsection C in applicable Zone District for specific standards.

Requirement	Notes
☐ Allowed Uses (see Div. 6.1 for more information)	
☐ Parking (see Div. 6.2 for more information)	
☒ Affordable Workforce Housing (see Div. 6.3 for more information)	Applicant shall provide a housing mitigation plan. Since this subdivision alone is exempt, the housing mitigation should state that they are exempt.
☐ Maximum Scale of Use	
☐ Operational Standards (see Div. 6.4 for more information)	
• Outside Storage • Refuse and Recycling • Noise • Vibration • Electrical Disturbances • Fire and Explosive Hazards • Heat and Humidity • Radioactivity	

SUBSECTION D, DEVELOPMENT OPTIONS. *Please provide the following information for the applicable zone.*

Requirement	Notes:
☒ Allowed Subdivision and Development Options	
☐ Subdivision and Development Option Permits	

Additional Comments:

ARTICLE 7, DEVELOPMENT OPTION AND SUBDIVISION STANDARDS APPLICABLE IN ALL ZONES.

Requirement	Notes
☐ Division 7.1, Development Option Standards	
7.1.3 Urban Cluster Development	
7.1.4 Mobile Home Park	
☒ Division 7.2, Subdivision Standards	
7.2.2 Standards Applicable to all Subdivision	
7.2.3 Land Division Standards	
7.2.4 Condominium and Townhouse Subdivisions	
☒ Division 7.5, Development Exaction Standards	
7.5.2. Park Exactions	
7.5.3. School Exactions	
☒ Division 7.6, Transportation Facility Standards	
7.6.2 Access to Roads, Streets and Highways	
7.6.3 Streets, Alleys, and Easements	

Division 7.7, Required Utilities

- 7.7.2** Potable Water Supply
- 7.7.3** Sanitary Sewer Systems
- 7.7.4** Irrigation Ditch Systems and Design
- 7.7.5** Other Utilities
- 7.7.6** Fuel Storage Tank

Division 7.8, Workforce Housing Incentive Program

PLAN REVIEW COMMITTEE. *The Plan Review Committee consists of the following listed agencies. Planning Staff will transmit pertinent portions of the application to each agency. **Other agencies and individuals not checked off on this list may be added to the PRC if necessary.***

☒	Public Works/Town Engineer	☒	Police Department
☒	Building Official	☒	START Bus
☒	Town Attorney	☒	Jackson Hole Fire EMS
☐	Town Clerk	☒	Parks and Recreation Department
☒	Pathways Coordinator	☐	Teton County School District #1
☒	Surveyor – for subdivision plat	☐	Teton County Sheriff
☒	Title Company – for subdivision plat	☐	Teton Conservation District
☒	Teton County Housing Authority	☐	Wyoming Department of Game & Fish
☐	Teton County Weed & Pest	☐	Wyoming Department of Transportation
☐	Teton County Planning	☐	Wyoming Department of Environmental Quality
☐	Teton County Engineer	☐	Army Corp of Engineers
☐	Teton County Assessor	☐	Lower Valley Energy
☐	Integrated Solid Waste and Recycling	☐	U.S. National Park Service
☐	Teton County Clerk	☐	U.S. Forest Service
☐	Teton County Public Health	☐	U.S. Fish and Wildlife
☐	Teton County Scenic Preserve Trust	☐	Other (Teton County Historic Preservation Board)

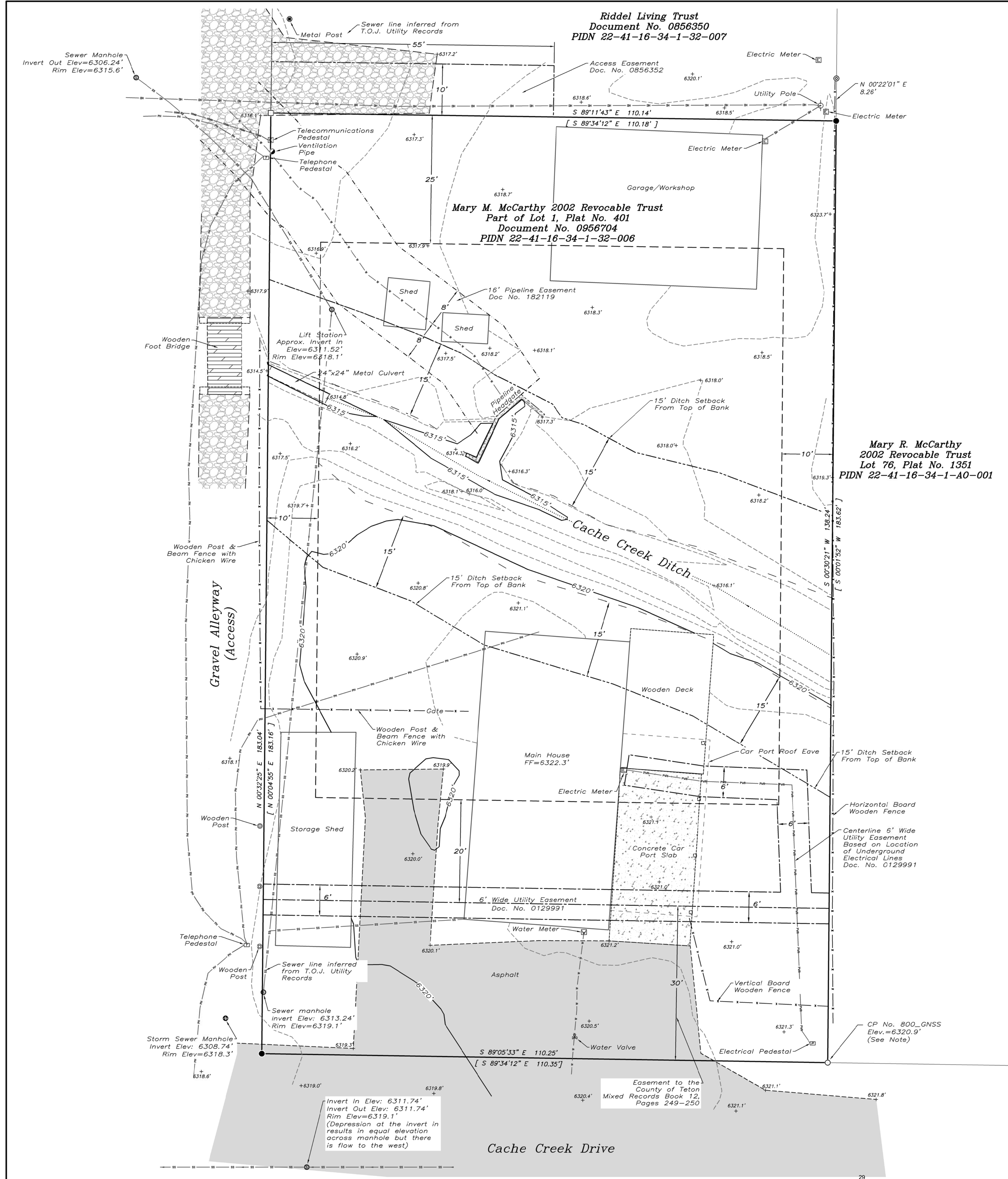
Additional Comments:

1. On the site plan for the Development Plan, please provide both the 10' setback from the new property line along with the existing 15' ditch setback.
2. The garage on the north lot must be removed prior to recording of plat. This is because the garage will be made more nonconforming as a result of this subdivision.
3. The home on the southern lot appears to already be nonconforming to the ditch setback, however the site plan provided shows a 15' setback from the proposed new dividing property line while doesn't appear to represent the ditch itself. The detached structure on the southern lot can remain as it is an existing nonconforming structure.

Exhibit B – Representative Lot Sizes in NL-3 Zoned Area

Area bounded by Cache Creek Drive, Rancher Street, Kelly Ave and alley on the west of 725 Cache Creek Drive.

Address	Lot Size (Acres)	Comments
Subject: 725 Cache Creek Drive	.47	Before proposed subdivision/lot split
735 Cache Creek Drive	.24	
745 Cache Creek Drive	.24	
755 Cache Creek Drive #A	.36	
755 Cache Creek Drive	.25	
763 Cache Creek Drive	.18	
765 Cache Creek Drive	.18	
767 Cache Creek Drive	.26	
773 Cache Creek Drive	.22	
775 Cache Creek Drive	.22	
787 Cache Creek Drive	.67	
815 Cache Creek Drive	.26	
555 Rancher Street	.20	
525 Rancher Street	.20	
505 Rancher Street	.20	
780 East Kelly Ave	.26	
770 East Kelly Ave	.23	
774 East Kelly Ave	.21	
750 East Kelly Ave	.31	
740 East Kelly Ave	.31	
730 East Kelly Ave	.44	
720 East Kelly Ave	.46	
Average of lots (ex Subject)	.28	
Range of lot sizes (ex Subject)	.18 - .67	



NOTES

Topographic features represented on this map show conditions determined by a field survey made during December of 2018 and January of 2019, and may not reflect changes made subsequent to that date. Approximately 12" - 20" of snow was present on the ground at the time of this survey. Features may exist that were obscured by snow cover and not mapped as part of this survey.

Lot dimensions shown hereon were resolved based on found survey monuments and boundary resolution principles. Boundaries of adjacent properties are shown for reference only.

Building footprints as shown hereon represent field measurements mapped as part of this survey and are not intended to represent architectural dimensions. Roof eaves and awnings were not mapped as part of this survey except where specifically indicated.

Underground utilities and subsurface improvements shown hereon were located by Magic Valley Locates during September 2018.

Sewer lines from the Main House to the service line and from the lift station northwest to the manhole were drafted by information provided by the client.

No Wetland Mapping was done as part of this survey.

Current Zoning = NL-3 (T.O.J. Neighborhood Low Density-3)
For applicable setback and height regulations established by the Town of Jackson Land Development Regulations, effective July 18, 2018, as amended, refer to the County Document (Ordinance 1197).

Primary building setbacks:

- Primary Street = 20'
- Secondary Street = 10'
- Side Interior = 10'
- Rear = 25'
- Ditch = 15'

Base Elevation = 6320.9' at CP No. 800_GNSS as shown hereon (US Survey Feet in the NAVD88 Datum).

The Basis of Bearings for this survey is referenced to a direct GPS measurement and is considered Geodetic.

All horizontal measurements are in units of US Survey Feet and are GPS derived ground measurements based on the Wyoming West (zone 4904) State Plane Coordinate System, NAD 1983, Geoid 12B. The project scale factor is 1.0003276554.

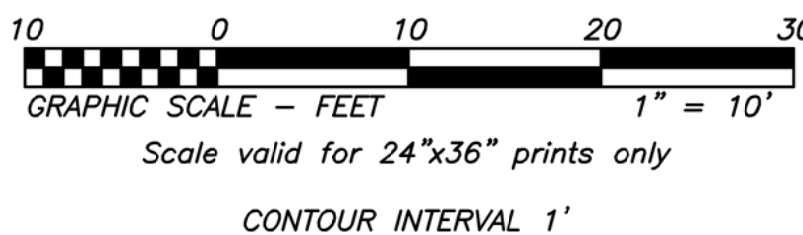
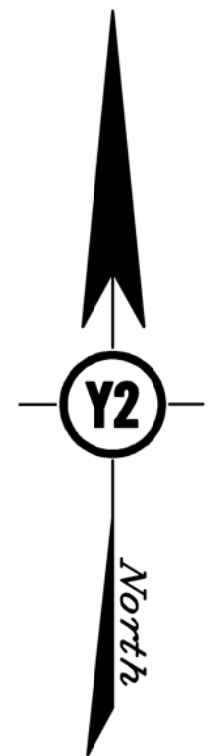
Easements of sight and record not shown hereon may exist.

LEGEND

- Indicates an aluminum cap inscribed "PLS 578" found this survey
- Indicates a 5/8 inch rebar found this survey
- ⊙ Indicates a T-stake with chrome cap inscribed "RLS 164" found this survey
- Indicates a 5/8 inch rebar, 24 inches long with an aluminum cap inscribed "PLS 16012" set this survey
- ⊖ Sewer Manhole
- ⊖ Storm Sewer Manhole
- ⊖ Electric Meter
- ⊖ Electrical Pedestal
- ⊖ Telephone Pedestal
- ⊖ Telecommunications Pedestal
- ⊖ Water Meter
- ⊖ Water Valve
- ⊖ Utility Pole
- ⊖ Ventilation Pipe
- ⊖ Wooden Post
- ⊖ Metal Post
- ⊖ Spot Elevation

- Main Property Boundary
- Adjoining Property Boundary
- - - Building Setback (Primary Structure)
- - - Existing Building
- - - Deck/Porch
- - - Building Eve
- - - Ditch Setback
- - - Record Pipeline Easement
- - - Record Easement
- Concrete
- Asphalt
- Gravel
- Wooden Foot Bridge
- - - Fenceline (See Map for Descriptions)
- - - Metal Culvert
- - - Flowline of Ditch
- Concrete Wall
- Overhead Power Line
- Underground Power Line
- Underground Water Line
- Underground Sewer Line
- Underground Telephone Line
- Underground Telecom Line
- Index Contours
- Intermediate Contours

S 89°11'43" E 110.14' Bearing and Distance Measured
[S 89°34'12" E] [110.18'] Bearing and Distance Record
- - - Top of Bank



Y2 Consultants
180 South Willow St.
P.O. Box 2870
Jackson, WY 83001
Y2consultants.com

Exhibit A - Existing Conditions Survey

Project Number - 18286
Project Path - F:\2018\18286_McCarthy\Survey\ACAD\18286_181219_BASE.dwg
Drawn By - MWF
Reviewed By - MWF
Drawing Date - January 9, 2019
Revision Date - February 16, 2019, May 21, 2019

Client Name
Mary McCarthy

Client Address
PO Box 7876
Jackson, WY, 83002

Mary R. McCarthy 2002 Revocable Trust

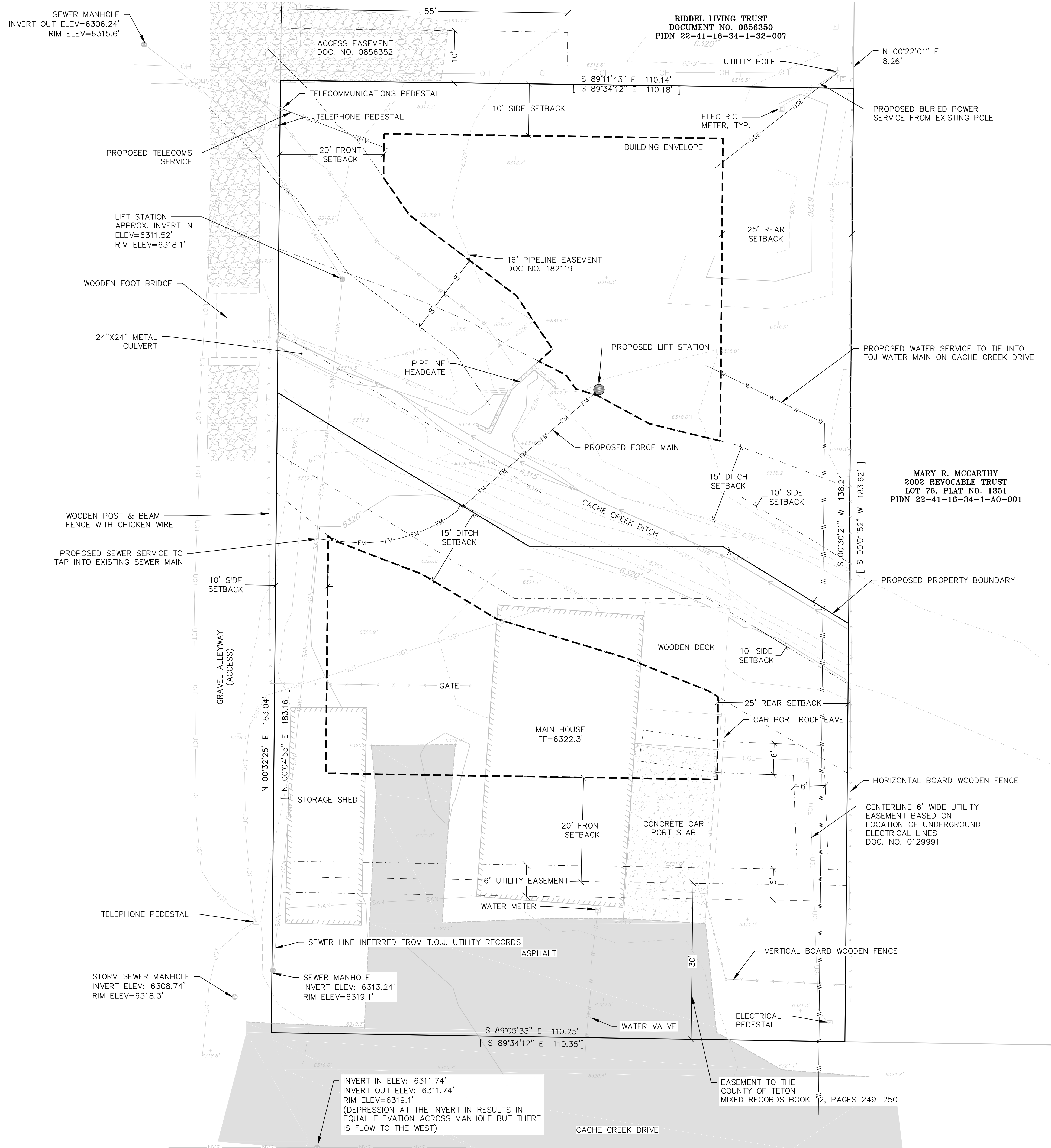
Being a portion of
Lot 1, Plat No. 401
T. 41 N., R. 116 W., 6th P.M.
Teton County, Wyoming



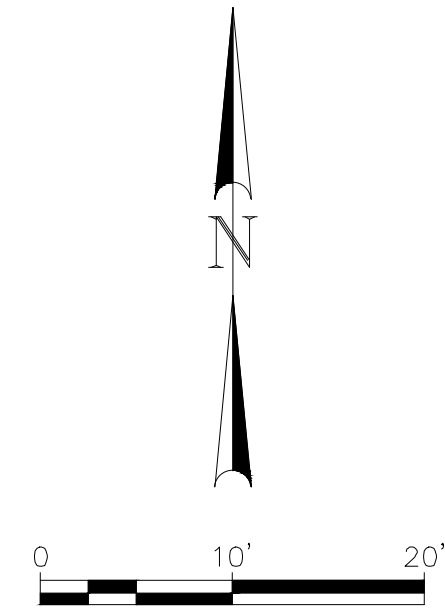
we define, design & deliver
the pieces that you play, live & work



LAST SAVED: 06/20/19 6:04 PM BY: VINCE ROUX
P: 307.610.2850 M: 307.610.2850 E: 307.610.2850



NOTE:
1. PROPOSED UTILITY INFRASTRUCTURE ILLUSTRATES FEASIBLE AND CONSTRUCTIBLE SERVICE CONNECTIONS.
2. LOCATION OF BUILDING ENVELOPE PER EXHIBIT C.



DRAWING SET TITLE		DATE		06/06/2019	
FDP SUBMITTAL		DATE		06/06/2019	
ENGINEERING, SURVEYING & PLANNING		DRAWN BY: JG		JOB #: 18286	
LANDSCAPE ARCHITECTURE, GIS		CHECKED BY: VR			
NATURAL RESOURCE SERVICES					

Y2

CONSULTANTS

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

Y2consultants.com
307.733.2858

725 CACHE CREEK DRIVE SUBDIVISION

MCCARTHY, MARY R. 2002 REVOCABLE TRUST

725 CACHE CREEK DRIVE
JACKSON, WY 83001

EXHIBIT D - UTILITY PLAN

C1.1

**TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS**

DATE: June 7, 2019

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: 725 Cache Creek Subdivision
2. LOCATION: 1
3. PROJECT NUMBER: P18-310

4. CALCULATE PROPOSED PROJECT POPULATION:

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

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{3} \text{ TOTAL PROJECTED POPULATION } \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{0.027} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.027} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{2,000} \text{ CASH-IN-LIEU}$$

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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS

DATE: June 7, 2019

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: 725 Cache Creek Drive Subdivision
2. LOCATION: 725 Cache Creek Drive
3. PROJECT NUMBER: P18-310

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>1</u>		<u>Mary R. McCarthy</u>
.015 ACRES PER UNIT MULTI-FAMILY		<u>Not applicable</u>		<u></u>

5. CALCULATE CASH IN-LIEU:

$$\frac{0.02}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{2,000}{\text{CASH-IN-LIEU}}$$

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



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: AUGUST 29, 2019
MEETING DATE: SEPTEMBER 3, 2019

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: PAUL ANTHONY
PRESENTER: PAUL ANTHONY

SUBJECT: **ITEM P19-187:** AMENDMENT TO SECTION 8.10 DUTIES AND RESPONSIBILITIES
IN THE LAND DEVELOPMENT REGULATIONS

OWNER/APPLICANT: TOWN OF JACKSON

REQUESTED ACTION

Town staff is requesting that Item P19-187, an amendment to Section 8.10: Duties and Responsibilities in the Land Development Regulations (LDRs), be continued to the Council's regular meeting on October 7, 2019.

SUGGESTED MOTION

I move to continue Item P19-187 to the Council's regular meeting on October 7, 2019.

ORDINANCE 1239

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE A PORTION OF THE CURRENT ZONING DESIGNATION OF 1.38 ACRES OF LAND ADDRESSED AS 135 EAST BROADWAY AVENUE AND CURRENTLY ZONED URBAN COMMERCIAL (UC) TO DOWNTOWN CORE (DC) (P19-105); AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change a portion (approximately 35,000 sf) of the zoning classification of the following described parcel from Urban Commercial (UC) to Downtown Core (DC) (P19-105), to wit:

The north half and the west 50 feet of the south half of that land owned by Deloney Street, LLC described in that Deed recorded in Document #0729086 Book 698, pages 825-825 in the Office of the Clerk of Teton County. PIDN# 22-41-16-27-3-00-010

(Ord. 1239 § 1, 2019.)

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 5TH DAY OF AUGUST, 2019.

PASSED 2ND READING THE 19TH AY OF AUGUST, 2019.

PASSED AND APPROVED THE ____ DAY OF SEPTEMBER, 2019.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, 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 _____, 2019. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE 1240

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE A PORTION OF THE CURRENT ZONING DESIGNATION OF 0.46 ACRES OF LAND ADDRESSED AS 175 EAST BROADWAY AVENUE AND CURRENTLY ZONED URBAN COMMERCIAL (UC) TO DOWNTOWN CORE (DC) (P19-107); AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change a portion (approximately 10,000 sf) of the zoning classification of the following described parcel from Urban Commercial (UC) to Downtown Core (DC) (P19-107), to wit:

The north half of that land owned by BWD Street, LLC described in that Deed recorded in Document #0841627 Book 850, Pages 29-31 in the Office of the Clerk of Teton County. PIDN# 22-41-16-27-3-00-009

(Ord. 1240 § 1, 2019; Ord. 1074, § 2, 2014.)

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE 5TH DAY OF AUGUST, 2019.

PASSED 2ND READING THE 19TH AY OF AUGUST, 2019.

PASSED AND APPROVED THE ____ DAY OF SEPTEMBER, 2019.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, 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 _____, 2019. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

ORDINANCE 1241

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND AMENDING THE TOWN OF JACKSON OFFICIAL ZONING DISTRICT MAP TO CHANGE THE CURRENT ZONING DESIGNATION OF 0.167 ACRES OF LAND ADDRESSED AS 105 EAST BROADWAY AVENUE AND CURRENTLY ZONED URBAN COMMERCIAL (UC) TO DOWNTOWN CORE (DC) (P19-114); AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

Section 2 of Town of Jackson Ordinance 1074 (part) and the Official Zoning District Map of the Town of Jackson are hereby amended to change the zoning classification of the following described parcel from Urban Commercial (UC) to Downtown Core (DC) (P19-114), to wit:

PT SW1/4SW1/4, Section 27, Township 41, Range 116.
PIDN# 22-41-16-27-3-00-012

(Ord. 1241, § 1, 2019; Ord. 1074, § 2, 2014.)

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE 5TH DAY OF AUGUST, 2019.
PASSED 2ND READING THE 19TH AY OF AUGUST, 2019.
PASSED AND APPROVED THE ____ DAY OF SEPTEMBER, 2019.

TOWN OF JACKSON

ATTEST:

Pete Muldoon, Mayor

Sandra P. Birdyshaw, 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 _____, 2019.

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

Sandra P. Birdyshaw, Town Clerk

ORDINANCE J

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1195 AND SECTION 16.10 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING HOUSING RULES AND REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance No. 1195 and Section 16.10 of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

Title 16 Housing

Title 16 Housing

Chapters:

16.10 TOWN OF JACKSON HOUSING RULES AND REGULATIONS

Chapter 16.10

TOWN OF JACKSON HOUSING RULES AND REGULATIONS

Sections:

- 16.10.000 Introduction.**
- 16.10.100 Purpose and General Goals.**
- 16.10.200 Housing Development Standards and Procedures.**
- 16.10.300 Qualification and Eligibility.**
- 16.10.400 Weighted Drawing.**
- 16.10.500 Purchase and Sale Standards and Procedures.**
- 16.10.600 Rental Standards and Procedures.**
- 16.10.700 Compliance and Exception, Appeal, Grievance Standards and Procedures.**
- 16.10.800 Definitions.**

16.10.000 Introduction.

A. List of Commonly Used Acronyms.

Acronym	Full Text
ARU	Accessory Residential Units
AMI	Area Median Income

CC&Rs	Covenants, Conditions, & Restrictions
CPI	Consumer Price Index
HOA	Homeowners Association
HUD	U.S. Department of Housing and Urban Development
JTCHA	Jackson/Teton County Housing Authority
LDRs	Land Development Regulations
MFI	Median Family Income
MRP	Maximum Resale Price
OPP	Original Purchase Price
SF	Square Feet

B. Summary of Housing Programs.

The general goal of all housing programs covered by the Housing Department Rules and Regulations is to provide and maintain housing affordable to persons and families who make a living primarily from employment located in Teton County, Wyoming. The housing programs addressed in the Housing Department Rules and Regulations are: Affordable Ownership, Affordable Rental, Workforce Ownership, and Workforce Rental. Legacy programs (including Accessory Residential Units, Attainable units, Employee units, and Employment-based units) are referenced in some properties' restrictions, so these Housing Department Rules and Regulations also contain the rules that pertain to these programs.

Descriptions of Applicable Programs:

1. Accessory Residential Units (ARU) – Units created through this program are developed as part of nonresidential developments that are exempt from the housing requirements set by the LDRs. These units are rented to workers employed in Teton County, and they must remain as rental property (i.e., they cannot be converted to condominiums). Accessory Residential Units developed after June 4, 2018 will be part of the “Workforce Rental” program. To qualify to rent these units, at least one person in the household must be employed at a local business for a minimum of 1,560 hours per year. They may not own residential real estate within 150 miles of Teton County. A minimum of 75% of the household’s income must be earned from a local business(es) The tenants must physically occupy the unit a minimum of 80% of their lease term. Tenants will be required to requalify annually or upon lease renewal. The units are not allowed to remain vacant in excess of 60 days. Rents are set by the owner.
2. Affordable – These are units created through the mandatory affordable housing mitigation requirements included in the Town and County Land Development Regulations (LDRs). The Affordable housing program is divided into “Affordable Ownership” and “Affordable Rental,” and each has restricted pricing based on applicable affordability ranges. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed. The owners must physically occupy the units a minimum of 10 months each year. Tenants must physically occupy the units a minimum of 80% of their lease term.

Tenants will be required to requalify annually. Owners will be required to provide proof of continued local employment, occupancy, and non-ownership of residential real estate. Maximum rents and sales prices are based on median family income as published by HUD. Ownership units appreciate based on the Consumer Price Index.

3. **Attainable** – These units were built before housing standards were codified in the LDRs. No more Attainable housing units will be constructed, but the Housing Department Rules and Regulations still apply through the management of existing units. Specific requirements for these units are recorded as covenants on the property deed, and the Housing Department Rules and Regulations are referenced through these covenants. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed at time of purchase. The owners must physically occupy the units a minimum of 10 months each year. No requalification or future documentation will be required after purchase of the unit.
4. **Employee** – These rental housing units are built to comply with the housing mitigation requirements for new nonresidential development set out in the Town and County LDRs. Initially, these units were intended to provide housing to seasonal workers, but they are not restricted to occupancy by seasonal workers. These Housing Department Rules and Regulations have been updated to reflect the Town and County’s policy direction in 2017, which aligns with the Comprehensive Plan’s goal of housing the local year-round workforce. The owner of the Employee housing units ultimately makes the decision about unit tenancy so long as the household qualifies. These units can be converted to condominiums for workforce employers. Employee units developed after June 4, 2018 will be part of the “Affordable Rental” program. To qualify to rent these units, household income must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed. Tenants will be required to requalify annually. The units are not allowed to remain vacant in excess of 60 days.
5. **Employment-Based** – This is a program that the Town of Jackson initiated to create restricted ownership units for sale to households that are employed in Teton County, but do not fit within the affordability ranges set out in the LDRs. These units are not developed under a mandatory requirement set out in the Town’s LDRs. Employment-Based units developed after June 4, 2018 will be part of the “Workforce Ownership” program. To qualify to purchase these units, at least one person in the household must be employed at a local business for a minimum of 1,560 hours per year. They may not own residential real estate within 150 miles of Teton County. A minimum of 75% of the household’s income must be earned from a local business(es). Owners must physically occupy the units for a minimum of 10 months of each year. Owners will be required to re-qualify annually.
6. **Workforce Housing Programs** – This program is divided into “Workforce Rental” units and “Workforce Ownership” units. They are provided through incentives in the LDRs. Households who purchase or rent Workforce units are required to earn a minimum of 75% of their income from a local business. They may not own other residential real estate within 150 miles of Teton County, and at least one person in the household must earn 1,560 hours

annually from a local business. There is no cap on the original purchase price. Once a unit is sold or rented, the maximum resale price or rental rate is restricted to an appreciation cap on the unit as indicated in the Special Restrictions recorded on the property. The owners of Workforce Rental Units set the rental rates. There is no cap on rental rates. Owners and tenants will be required to re-qualify annually.

16.10.100 Purpose and General Goals.

- A. Purpose** – The Jackson/Teton County Affordable Housing Department (“Housing Department”) was created by Teton County, Wyoming and the Town of Jackson, Wyoming on March 14, 2016 Town Resolution 16-04 and County Resolution 16-008. The purpose of these Housing Department Rules and Regulations (“Housing Rules”) is to provide comprehensive and consistent provisions that apply to housing units created through the Town or County established housing programs and/or administered by the joint Town of Jackson/Teton County Housing Department (hereafter “Housing Department”).

The Housing Department Rules and Regulations were formerly known as the “Guidelines.” When the Housing Guidelines are referenced in documents promulgated prior to the adoption of the 2018 Housing Department Rules and Regulations, the reference of guidelines refers to these Housing Department Rules and Regulations.

1. Applicability.

- a. Subject to Provisions that are Unique to Specific Program - Each housing program covered in these Housing Department Rules and Regulations is subject to provisions that are unique to that program as indicated in these Housing Department Rules and Regulations.
- b. Subject to Provisions of the Restrictions Recorded on the Property - Restricted housing units are subject to individual deed restrictions, special restrictions, or ground leases, (collectively “restrictions”) which may have additional requirements or provisions. If the Housing Department Rules and Regulations and the restrictions conflict, then the language, requirement, and/or provision of the Restrictions shall be applied and followed, not the Housing Department Rules and Regulations. The Restrictions recorded on the property supersede any inconsistency in these Housing Department Rules and Regulations.
- c. Subject to Federal Fair Housing Law (The Fair Housing Amendments Act of 1988) - The Housing Department recognizes that the Office of Fair Housing and Equal Opportunity administers and enforces federal laws and establishes policies that ensure that all Americans have equal access to the housing of their choice. The Housing Department does business in accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988).
 - i. Discrimination - It is Illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin in the sale or rental of housing, in the financing of housing, in the provision of real estate brokerage services, or in the appraisal of housing.

- a) Filing a Complaint - Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination to the HUD Housing Discrimination Hotline, 1-800-669-9777 (Toll Free), or the TDD line for the hearing impaired, 1-800-927-9275.
- ii. Blockbusting - Blockbusting is also prohibited. Blockbusting is the practice of illegally frightening homeowners by telling them that people who are members of a particular race, religion, or national origin are moving into their neighborhood and that they should expect a decline in the value of their property. The purpose of this scheme is to get the homeowners to sell at a deflated price.
- d. Disclaimer - The Jackson/Teton County Affordable Housing Department (“Housing Department”) expressly disclaims any and all warranties, express or implied, including without limitation fitness for a particular purpose with respect to the provision of restricted housing units. The Housing Department does not represent, warrant, or promise to construct, finance, or otherwise produce, in whole or in part, any restricted housing units pursuant to these Housing Department Rules and Regulations or under any other programs. No applicant may rely upon any promise implied or expressed that restricted housing units shall be constructed, financed, or otherwise produced, in whole or in part, by the Housing Department. In no event shall the Housing Department be liable to any applicant for any direct, indirect, incidental, punitive, or consequential damage of any kind whatsoever, including without limitation lost profits, lost sales, lost business, lost opportunity, lost information, lost or wasted time. None of the information contained in these Housing Department Rules and Regulations constitutes an offer to sell or the solicitation of an offer to buy a restricted housing unit.

B. General Policy Goals – The general goal of all housing programs covered by these Housing Department Rules and Regulations is to provide and maintain housing affordable to persons and families who make a living primarily from employment located in Teton County, Wyoming, which includes the Affordable, Attainable, Employee, Employment-Based, Accessory Residential Unit, and Workforce housing programs. This is accomplished by regulating the occupancy, use, sale and/or rental of the restricted housing units covered by the Housing Department Rules and Regulations to qualified households as defined herein.

- 1. Promoting Economic and Social Diversity - Certain housing programs also limit initial eligibility of qualified households based on financial means criteria, which may include both household income and household net assets. Such financial qualifying factors promote economic and social diversity within the Jackson Hole community.
- 2. Ensuring Long-Term Affordability - Many of the restricted housing units covered by these Housing Department Rules and Regulations are subject to price limitations for sale, resale and/or rental. These limitations are intended to ensure affordability

for both the current household occupying the restricted housing unit and to ensure the long-term affordability of the restricted housing unit.

3. Providing Housing for the Local Workforce - Minimum occupancy requirements apply to all restricted housing units to ensure that the unit meets the community's goals of providing housing for the local workforce by maximizing the space and filling the bedrooms, and to ensure that the restricted housing unit does not serve as a second home.
 4. Providing Fair and Consistent Administration - These Housing Department Rules and Regulations are intended to provide clear, fair, and consistent administration of the housing programs to which they apply. It is recognized that there are individual households or restricted housing units that may not fit clearly into the specific provisions of the Housing Department Rules and Regulations, but still meet these general policy goals. For these cases, exception, appeal, and grievance processes have been included in Section **16.10.007** Compliance and Exception, Appeal, and Grievance Standards and Procedures.
- C. Relationship to Land Development Regulations** – The Town of Jackson and Teton County Land Development Regulations (LDRs) set out standards for the development and use of land within each jurisdiction. The LDRs include requirements for certain developments to provide affordable housing or fees to offset the additional housing need that the developments create. Specific programs address different types of development. The Planning Department of each jurisdiction reviews development applications to check for compliance with the LDRs.

These Housing Department Rules and Regulations impose additional requirements on the developers of any type of restricted housing units. The Housing Department reviews compliance with these Housing Department Rules and Regulations, both prior to development and during occupancy and use.

1. Standards Applicable Under LDRs versus Housing Department Rules and Regulations - Generally, the LDRs address any provisions that must be met during the development approval phase, while the Housing Department Rules and Regulations address provisions that ensure proper use and maintenance of the restricted housing units throughout their lifetime.

LDR Provisions	Housing Department Rules and Regulations Provisions
Rental/Sale Mix (required mix of units)	Livability Standards (Interior)
Occupancy Standards	Dormitory Livability Standards
Distribution of Income Categories	Livability Requirements for Conversion of Existing Housing Stock
Requirements for Fees in Lieu	Restrictive Covenant Form and Process
Requirements for Conveyance of Land or Conversion of Existing Housing Stock	Sale/Rental Standards and Procedures including Qualification and Eligibility for Each Program

LDR Provisions	Housing Department Rules and Regulations Provisions
Procedure for Banking Credits	Compliance with Housing Department Rules and Regulations.
Phasing Plan	Compliance with Restrictive Covenants
Mix by Number of Bedrooms	

2. References Retained for Convenience - All references to the LDRs in these Housing Department Rules and Regulations are for convenience and are not a part of the Housing Department Rules and Regulations.

16.10.200 Housing Development Standards and Procedures.

- A. Purpose** - The Jackson/Teton County Comprehensive Plan lists three common community values, one of which is quality of life. One of the ways called out to achieve quality of life is through local workforce housing. With regards to workforce housing, the Comprehensive Plan includes the four following principles:

1. Maintain a diverse population by providing workforce housing
2. Strategically locate a variety of housing types
3. Reduce the shortage of housing that is affordable to the workforce
4. Use a balanced set of tools to meet our housing goal

The Town of Jackson and Teton County have several tools to increase the amount of housing that is affordable to the workforce. One of these tools is the requirement and/or incentive in the LDRs for residential and non-residential development to provide permanently restricted workforce housing. This housing represents a substantial and long-term public investment. As such, it is imperative the restricted housing produced be livable and of good quality.

This section, Housing Development Standards and Procedures, is meant to provide guidance to the prospective developers of restricted housing units. Subsection **B** lays out the requirements of the Housing Mitigation Plan, which is reviewed by both the Planning Department and the Housing Department. Subsection **C** sets out the Livability Standards, which are under the Housing Department's purview.

1. **Applicability** - This Section applies to all developments subject to Division 6.3 of the County LDRs and Division 6.3 of the Town LDRs. It also applies to any restricted housing units not required through the LDRs that are presented to the Board of County Commissioners or Town Council in development applications.
2. **General Policy Goals.**
 - a. **Inform Developers of Standards and Procedures** - These Housing Development Standards and Procedures inform prospective developers of the standards and guidelines for construction and sale of restricted housing units, as required by the LDRs and the Housing Department Rules and Regulations.

- b. Provide Fair and Consistent Implementation of Standards and Procedures - These Housing Development Standards and Procedures help the Housing Department implement policies of the LDRs and the Housing Department Rules and Regulations in a fair and consistent manner.
- B. Housing Mitigation Plan** - A Housing Mitigation Plan for each project shall be submitted according to the provisions of the Teton County and Town of Jackson LDRs [See Teton County Land Development Regulations: Divisions 6.3 and 7.4 or Town of Jackson Land Development Regulations: Divisions 6.3 and 7.4]. A packet with a checklist for a Housing Mitigation Plan can be obtained through the Housing Department or the Town or County Planning Departments.
 - 1. Procedures.
 - a. Consultation with Applicant (Optional) - Applicants may meet with Housing Department staff prior to submitting a Housing Mitigation Plan. Although this step is not required, it is often helpful for the applicant and the Housing Department staff to discuss the development proposal and how it meets the LDRs and Housing Department Rules and Regulations.
 - b. Review - Applications for development that have been submitted to the Town or County Planning and/or Building Departments are reviewed by the Housing Department for compliance with these Housing Department Rules and Regulations.
 - c. Streamlined Applications - Applications that have housing units required that are allowed to go directly to building permit are required to get their units approved by the Housing Department prior to submitting for building permit.
 - 2. Content - The Housing Mitigation Plan contains some provisions that fall under the purview of the Planning Department, while others fall under the purview of the Housing Department. Specifically, the Housing Department oversees the Livability Standards. Developers should refer to the LDRs for requirements such as the mitigation methods, the mix of units by number of bedrooms and the mix of units by affordability ranges.
 - a. Mitigation Method - See Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3.
 - b. Requirement Calculation - See Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3.
 - c. Fee Calculations - If the developer proposes Fees In-Lieu as the preferred form of mitigation, the developer shall submit the proposed amount with a Final Development Plan.

The Planning Department shall update the fees in-lieu for the restricted housing units on an annual basis. Fees in-lieu figures are available at the Planning Department.

d. Unit Descriptions.

- i. Unit Size - There is no minimum or maximum unit size based on square footage. Size by bedroom mix is located in the LDRs.
- ii. Rental/Sale Mix - As part of the Housing Mitigation Plan, the developer shall state which units are intended as rentals and which are intended as ownership in accordance with the LDRs (See Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3).
- iii. Mix of Units by Number of Bedrooms - The intent of the restricted housing programs is to provide a variety of unit types to meet the housing needs of our diverse workforce. The Town and County LDRS set out the specific occupational requirements for housing units. The mix of units by number of bedrooms in each unit is also determined by the Town and County LDRs.
- iv. Distribution of Income Ranges- See Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3.

e. Special Restriction Form and Process - A Special Restriction is a contract between the Board of County Commissioners/Town of Jackson and the owner of real property developed or designated to satisfy the Town or County LDRs. It also applies to other restricted housing units that will be administered by the Housing Department. Special Restrictions shall keep the restricted housing units affordable in perpetuity and provide proper notification of this obligation to subsequent buyers or other interested parties. (See Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3).

- i. Requirement - The developer shall record Special Restrictions in the public land records for the subject property prior to the issuance of a Certificate of Occupancy by the County or Town.
- ii. Process - The Housing Department shall prepare special restrictions according to the process below. Restrictive covenant templates are available from the Housing Department or the Housing Department website.
 - a) Special Restriction Information Sheet - The developer shall complete the “Special Restriction Information Sheet” and submit to the Housing Department. This form is found at the Housing Department website, or at the Housing Department offices. There are four types of restrictions, Workforce Ownership, Workforce Rental, Affordable Ownership, and Affordable Rental.

- b) Preparation of Special Restriction - The Housing Department will prepare the special restriction and provide the document to the developer for review via email or other delivery method.
 - c) Review - Once reviewed by the developer for accuracy, the Housing Department and the developer (“declarant”) will sign the special restriction and deliver to the County or Town for the required signature.
 - d) Developer Responsibilities - The developer is responsible for signing the special restriction, recording the special restriction with the Teton County Clerk, and paying for the recording fees. The original restriction will be returned to the Jackson/Teton County Housing Department office. The Housing Department shall witness the recording.
 - e) Modification/Amendment - The developer shall not make modifications to the special restrictions with the exception that when an alternate housing program is approved by the Town Council or County Commissioners. Modifications or amendments to the restricted covenant must be approved by the Town Council or Teton County Commissioners. The developer or owner may be responsible for any legal costs to amend a restrictive covenant.
- C. Livability Standards** - To meet the community’s goals of providing working families a viable choice of housing, to protect social diversity, and to contribute to economic stability, the LDRs and the Housing Department Rules and Regulations require that restricted housing units are designed to provide adequate size, building and site design, and finishings to serve future tenants. These are all criteria in the Housing Department’s decisions as to whether a development meets the goals of the LDRs and the Housing Department Rules and Regulations. For additional construction standards, see Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3.
- 1. Process - These Livability Standards are associated with interior components of the units, functionality, light, and outdoor space. Review by the Housing Department will be completed during the planning process and at time of building permit. It is encouraged that applicants review restricted housing unit designs with the Housing Department early in the design process.
- Restricted housing units will also be subject to Planning Department review, as some livability standards are requirements of the LDRs (See Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3).
- 2. Intent - The livability standards in the LDRs do not include minimum size requirements for units. To ensure functionality of units regardless of size, these Livability Standards have been adopted. The Housing Department may consider flexibility within these standards as long as the intent of functionality is being met. All building, plumbing,

electrical, and fire code requirements are still required to be met. These standards do not supersede other requirements.

Restricted housing units are expected to be designed with logical and functional room layout. This includes adequate space for normal living based on two (2) persons per one-bedroom unit, three (3) persons per two-bedroom unit, and four (4) persons per three-bedroom unit and adequate circulation pathways through the unit based on a reasonable furniture configuration.

The standards contained in this document provide minimum requirements for specific items and are not intended to be “build to” specifications.

- a. Exceptions - Applicants may request approval of components that don’t conform to these Livability Standards by completing the “Request for Exception” form. The request must include a detailed explanation of why the applicant wishes to diverge from these Livability Standards, and how the proposed difference is meeting the intent of these Livability Standards. Detailed drawings of what is being proposed shall also be submitted (See Section 7-3)
3. Acceptance of Restricted Housing Units - Proposed floor plans will be reviewed by the Housing Department at time of Sketch Plan submittal, Final Development Plan submittal and/or other permit submittal. Proposed unit designs and components must be approved by the Housing Department prior to submittal for building permit. The Housing Department will inspect all restricted units before certificate of occupancy to ensure that the unit is built according to the approved designs.
4. Standards for Restricted Ownership Units.
 - a. Kitchen.
 - i. Cabinets - All units shall have kitchen cabinet or other storage area (such as a pantry) proportionate to unit size that, at a minimum, meet the required space listing in the table below. A stove/oven may not be used to meet cabinet requirements, and no more than two cabinet spaces less than one foot in width may be used to meet cabinet requirements.

Unit Size	Lineal Ft of Base Cabinets*	Lineal ft of Upper Cabinets*
Efficiency / studio / one-bedroom < 475 SF	4	4
One bedroom > 475 SF	5	5
Two bedrooms	6	6
Three bedrooms or more	7	7

*Assumes standard 24” depth and 26” height for base cabinets and 12” depth and 30” height for upper cabinets.

Note that additional kitchen storage beyond the minimum is desirable. In some cases, additional cabinetry is provided as either base or upper cabinets and credit is requested to reduce cabinetry elsewhere. Requests to storage

requirements will be considered as an exception to be approved by the Housing Department.

- ii. Countertops - The surface of countertops shall be made of new, durable, easily cleaned materials that are commonly used for countertops. One, two- and three-bedroom units must provide a minimum 3 feet of continuous countertop work space not including interior corner space.

iii. Appliances.

- a) Table of Appliance Specifications - The following table specifies minimum appliance requirements.

Unit Size	Sink width*	Range/oven width*	Refrigerator cubic feet*	Dishwasher*
Studio/One bedroom < 475 SF	24"	24"	18	18"
One bedroom >475 SF	30"	30"	25	24"
Two bedroom	32"	30"	30	24"
Three bedrooms or more	32"	30"	30	24"

*Minimum Size

- b) Quality and Warranty - All appliances shall be new, Energy Star, and UL (Underwriters Laboratories Standards for Safety) listed, and approved appliances. Documentation of the estimated reliability of proposed appliances, such as Consumer Report ratings, should be provided. Appliances must be of sound quality with the following minimum warranties:

- 1) Range or Stove and Oven - One-year minimum warranty. All major appliances used for surface cooking must have a ventilation system that meets code (typically, a fan rated at a minimum of 150 CFM).
- 2) Refrigerator - One-year minimum warranty on the entire appliance.
- 3) Dishwasher - One-year minimum warranty on the entire appliance.
- 4) Garbage Disposal - If provided in the market rate units, all restricted ownership units shall include a garbage disposal each with a one-year minimum warranty on the entire appliance.
- 5) Microwaves and other small appliances are optional.

- b. Bathrooms - At least one full bathroom is required and must contain a bathtub with shower, sink, toilet, and a minimum of four (4) square feet of storage. Flexibility is allowed as to how the storage is provided and will be approved by the Housing Department

- c. Closets and Storage Areas - Adequate storage is essential to providing livable housing. For safety reasons, mechanical rooms should be separate from any storage space and to ensure usable storage space should not open into storage space. All closets and storage areas should have a minimum 7.5' height except those under stairs which can include sloping ceilings down to 6' height unless it is not being counted toward the requirement. All dimensions shall be calculated from the finish trim dimension.

i. Table of Minimum Storage Dimensions.

Unit Size	Bedroom closet width	Linen closet* width	Additional storage square feet
Studio/one-bedroom < 475 SF	6 feet	24 inches	25 square feet
One-bedroom > 475 SF	6 feet	30 inches	30 square feet
Two-bedroom	6 feet	30 inches	40 square feet
Three-bedroom or more	6 feet	36 inches	50 square feet

ii. Other Storage Standards.

- a) Closet depth must be 26 inches.
- b) Bedrooms must each contain a closet that includes one shelf over a rod.
- c) Entryway closets are not a requirement. If an entryway closet is not provided that will adequately store coats and shoes/boots for one person in a studio, two persons in a one-bedroom, three persons in a two-bedroom and four persons in a three-bedroom, then an area for hanging/storing coats and shoes/boots near the entryway is required that will adequately provide for the same persons per unit.
- d) In addition to bedroom, linen and entryway storage, additional storage must be provided. Locations may include the basement, garage, exterior to the unit or interior to the unit. The intent of this storage is to provide space for large or outdoor items such as bicycles, strollers, recreational gear, etc. If appliances are located in this area, their footprint cannot be counted toward square footage of storage and must be approved by the Housing Department.
- e) Closet and storage doors must be sliding doors, folding doors, or doors that open outwards to allow for access to space. Doors are not required on interior storage. Closets and storage space may not have any other doors opening into the space.

- D. Floor Coverings** - New carpet, wood, tile, vinyl or linoleum floor covering shall be provided, with a minimum 10-year warranty. New water-resistant floor covering other than carpet is required in kitchens and bathrooms. Floor coverings are required on all subfloor material with the exception that concrete can be used as flooring material.

- E. Room Sizes and Shapes** - All units must include appropriate and adequate room sizes and room shapes (generally rectilinear) that allow for functional furniture placement. Minimum sizes should be measured at the narrowest point in the room. Where any room such as the dining room is adjacent to the kitchen area, a 3' wide buffer between all kitchen cabinets, appliances and workspaces may not be included in the minimum room calculation. All dimensions shall be calculated from the finish trim dimension.

It is highly recommended that room dimensions include an additional 1-2" as a margin of error to accommodate discrepancies in the framing and finish.

i. Minimum Room Size.

Unit Size	Minimum Square Feet
Studio/One-bedroom <475 SF	100 SF
One-bedroom	120 SF
Two-bedroom	180 SF
Three-bedroom or more	200 SF

- ii. Bedrooms - The first bedroom shall be a minimum of 120 square feet. Additional bedrooms shall be a minimum of 90 square feet. No bedroom shall have a finish dimension less than nine feet (9'0).
- iii. Living/Dining Rooms - Living/Dining Rooms shall provide the following minimum dimensions with no dimension less than ten feet (10'0).
- iv. Connections and openings, circulation to and through, and exterior doors and windows shall not compromise the ability to furnish the living/dining area. Furniture layouts shall be used to set critical room dimensions. There shall be a minimum of one layout that is possible that will seat every household member assuming one (1) person for a studio, two (2) persons for a one-bedroom, three (3) persons for a two-bedroom and four (4) persons for a three-bedroom and at least one seven-foot sofa, space for side tables, and ample leg room. Mechanical features, such as fuse boxes, shall not be visible or a central feature in the living area.
- v. The eating/dining area may be in a separate room, part of a combined living/dining area, or in the kitchen provided a 3' wide buffer between all kitchen cabinets, appliances and work spaces is not included in the minimum room calculation and a table and chairs (minimum 2 chairs – 4 chairs for two-bedroom or larger) can be shown to fit into the space without blocking circulation or doorways. A countertop eating area a minimum of 12" deep and 36" in length may be an acceptable alternative for units with less than two-bedrooms.
- vi. Studios and One-Bedrooms less than 475 square feet - All units must include appropriate room shapes (generally rectilinear) that allow for functional furniture placement including a sleeping area that will accommodate a twin bed,

a living area that can accommodate a 6' sofa, and a cooking eating area (table or island) that will accommodate two persons/chairs or stools. Furniture layouts shall be used to set critical room dimensions that include room for circulation.

- F. Windows/Noise Mitigation** - All living areas and bedrooms shall have a minimum of one window that can be opened.

Housing units that share walls with other residential or non-residential spaces must provide noise mitigation in walls, floors and ceilings for both airborne and impact sound.

All windows in rental units that have locations where pedestrians or passersby can see directly into the window must provide window shades or coverings that open from the top down to allow partial closing that provides privacy but also allows for the maximum amount of natural light to enter the unit and for ventilation.

For developments that propose affordable units facing on and within 100 yards of road-ways with allowable speeds in excess of 35 miles per hour or other types of industrial or other noise must have windows facing these conditions that meet a 32 Sound Transmission Class (STC) rating standard for noise mitigation or greater.

- g. Laundry - Restricted ownership units shall include washer/dryer hookups.
- h. Heating and Hot Water - Furnaces, boilers, or hot water heaters provided must have a 5-year minimum warranty. Hot water heaters must be appropriately sized to adequately serve the number of anticipated occupants based on one (1) person for a studio, two (2) persons for a one-bedroom, three (3) persons for a two-bedroom and four (4) persons for a three-bedroom.

Heating mechanical units may not be located on any patio or deck used to meet open space requirements or interior to the unit in a way that reduces usable floor area.

- i. Other Design Features - The following features are encouraged and may be used in the place of other requirements with approval from the Housing Department:
- i. Built-in storage space such as drawers under beds, stairs, etc.
 - ii. Creative shelving in dead space
 - iii. Washer/Dryer or communal laundry area in rental units
 - iv. Extra storage for recreational equipment
 - v. Additional closet space
 - vi. Additional cabinetry

5. Standards for Dormitories - General livability standards (Section: C) will apply except when these dormitory standards differ. There shall be a minimum of 150 square feet net livable floor area per person, including sleeping, bathroom, kitchen, and lounge

space. Net livable floor area shall not include interior or exterior hallways, parking, patios, decks, laundry rooms, mechanical areas, and storage.

- a. Bathroom - At least one bathroom shall be provided for shared use by no more than four persons, containing at least one toilet, one sink, one bathtub with a shower, and a total area of at least 60 habitable square feet.
- b. Kitchen Facility - A kitchen facility or access to a common kitchen or common eating facility shall be provided subject to the Housing Department's approval and determination that the facilities are adequate in size to service the number of persons using the facility.

Provide seating at a table or bar area for each person proposed to use the facility. The kitchen must have a range with a minimum of 4 burners and an oven. A refrigerator at least 5 cubic feet per person proposed to use the dorm. Each unit must have a minimum of 7 lineal feet of base cabinets and upper cabinets. Each unit shall have a kitchen sink at least 31 inches wide.

- c. Storage Space - Each unit occupant shall be provided at least 20 net square feet of enclosed storage space located within, or in close proximity to, the unit. This is in addition to the required 150 square feet of net livable floor area of living space per person.
 - d. Occupancy - A dormitory unit shall not be occupied by more than eight persons.
 - e. Variances - At its discretion, Housing Department staff may allow a variance to the requirement of 150 square feet. To receive approval for a variance, an applicant shall provide a minimum of 60 square feet of sleeping area per person and meet conditions 1- 4, listed above.
6. Standards for Conversions of Existing Housing Stock - If existing unrestricted housing is offered and accepted by the Town of Jackson or Teton County, as adequate to meet an affordable housing requirement, the existing units must be upgraded in accordance with the following standards, unless a variance from these requirements is approved by the Planning Department of the Town or County.

Applicants shall bear the costs of any required upgrades to meet the standards, as listed below. Applicants will also be responsible for any structural/engineering reports requested by the Housing Department to assess compliance with the Housing Department standards of the proposed units.

- a. Standards.
 - i. All units must be freshly painted;
 - ii. All appliances must be purchased within the last five years and be in good condition and in working order. Evidence must be provided to verify the appliance was purchased within the last five years;

- iii. New carpet shall be provided (unless carpet has been purchased in the last five years and is in good condition and repair). Evidence must be provided to verify the carpet was installed within the last five years;
 - iv. The exterior walls shall be freshly painted within one year of dedication, a general level of upgrade to yards and landscaping shall be provided, and windows, heating, plumbing, and electrical systems, fixtures and equipment shall be in good condition and working order;
 - v. For ownership units, the roof must have a remaining useful life of at least ten years. Evidence must be provided to verify this; and
 - vi. The unit shall meet Uniform Building Code minimum standards, as well as any applicable housing code.
 - vii. See Section 6.3 of the LDRs for other existing housing stock requirements.
- b. Compliance with Section 2-3 Livability Standards – it is recognized that use of existing housing stock makes it more difficult for units to be in compliance with Section 2-3 Livability Standards. The Housing Department will inspect the unit prior to approval to analyze the unit based on the Livability Standards. Flexibility will be allowed according to Section 2-3.d.9 at the sole discretion of the Housing Department.

16.10.300 Qualification and Eligibility.

- A. General Descriptions** - Each housing program described in these Housing Department Rules and Regulations is evaluated on two levels to determine the requirements of occupants and/or owners to purchase and/or occupy the housing unit in question; the two levels of evaluation are herein referred to as qualification and eligibility.
- 1. Qualification - Qualification is the most general and applies to all housing programs.
 - 2. Eligibility - Eligibility refers to additional requirements specific to a particular restricted housing unit or program.
- B. Qualification** - To be considered a qualified household under these Housing Department Rules and Regulations, all of the following criteria must be met prior to the time of closing:
- 1. Employment Requirement - At least one member of the household must fit one of the following categories:
 - a. Employed in Teton County - Be employed at a local business or organization located in Teton County an average of at least thirty (30) hours per week or 1560 hours annually. For purchases outside of a Weighted Drawing, the household can

be under contract for employment at a local business or organization located in Teton County, Wyoming, where such contract commences employment before move-in or closing on a restricted housing unit, and the employment will be for a minimum of 30 hours per week or 1560 hours per year. For teachers, 250 hours are added to their annual hours to account for hours worked without pay such as renewing certifications, grading papers, etc.

- b. Self-Employed - If self-employed, hours of work must be documented to substantiate meeting the 30-hour per week / 1560 hours per year requirement. Since self-employment is often unique, different methods of verification may be used. Reasonable annual income is the first method that will be reviewed. Other methods may include verification from vendors, employees, or other applicable methods.
- c. Employment Exemptions.
 - i. Military Service - Active military service in the U.S. Armed Services counts as employment in Teton County, Wyoming if that member of the household met employment criteria in Teton County, Wyoming for a minimum of two years prior to enlisting.
 - ii. Disabled - An individual who is defined as disabled and is unable to be gainfully employed due to the disability meets the employment qualifications for housing in Teton County if the individual has a minimum of one (1) year of full-time residency in Teton County, Wyoming; Teton County, Idaho; or Lincoln County, Wyoming.
 - iii. Caregiver - Work as a caregiver counts as an employment exemption if the following criteria are met:
 - a) Full-time Resident - The caregiver is a full-time resident of Teton County, Wyoming; Teton County, Idaho; or Lincoln County, Wyoming.
 - b) Duration and Timing of Caregiving - The caregiver was or is volunteering all or a portion of their time caring for their own children or an ailing or disabled immediate family member and, therefore, was unable to gain full-time employment in Teton County. Verification will be required using varying methods including but not limited to birth certificates, letter from health provider, and affidavits from family members or neighbors.
 - iv. Secondary School Attendance - Secondary education counts as an employment exemption if other employment criteria were met in Teton County, Wyoming at least two (2) years immediately prior to seeking secondary education.
 - v. Hospitalization - Hospitalization counts as an employment exemption if the hospitalized member of the household worked in Teton County, Wyoming at least two (2) years immediately prior to becoming hospitalized.

2. Citizenship - At least one (1) member of the household must be a U.S. Citizen or be hold a Lawful Permanent Residency card in the United States in order to qualify to purchase a restricted housing unit.
3. Age - At least one (1) member of the household must be eighteen (18) years of age.
4. Financial Ability - The Household must qualify without a cosigner for a loan through an institutional lender to purchase a restricted housing unit.
 - a. Contingencies - Any contingencies on lender's qualification may be a cause for the Housing Department to deny qualification to the household. If a contingency requires the household to sell a home prior to the purchase of a restricted housing unit, it will be disclosed to the seller, and the seller will have the option to deny going under contract with the selected household.
 - b. Disclosure of Financial Gifts - Financial gifts received by the household must be disclosed to the Housing Department and will be counted toward household net assets. A letter from the gift or certifying the gift and the amount of the gift will be required.
 - c. Use of Retirement Savings for Down Payment - Down payment funds that are withdrawn from retirement accounts will be counted toward household net assets.
 - d. Qualified Mortgages - All liens that encumber the property must be 'qualified mortgages' made by a 'qualified mortgagee' or will not be secured by the property (See Section **16.10.900** Definitions).
- c. **Eligibility** - Households may be required to meet one or all of the following eligibility criteria to be eligible to purchase, rent and / or occupy a housing unit. The restriction on the housing unit and / or the specific housing program will determine if additional eligibility requirements apply.
 1. Household Income - Eligibility Criteria differs between units that are targeted to different affordability ranges. The "Household Income and Asset Chart" that sets income and asset requirements is updated annually and published on the Housing Department website. It can also be obtained from the Housing Department.
 - a. Affordability Ranges - Below are the affordability ranges based on percentage of Median Family Income (MFI) as calculated by the U.S. Department of Housing and Urban Development (HUD). Legacy units restricted prior to 2018 adoption of Housing Mitigation Standards in the LDRs used different "income categories." These income categories will still apply to legacy units that set out these income categories in the unit's restrictive covenants.

i. Affordable and Affordable Rental.

Legacy Units developed prior to 2018 adoption of Housing Mitigation Standards:

0 – 80%	Category 1
80% – 100%	Category 2
100% – 120%	Category 3
120% – 140%	Category 4
140% – 175%	Category 5
175% – 200%	Category 6

Rental units developed after 2018 adoption of Housing Mitigation Standards:

0 – 50%
50% – 80%
80% – 120%
≥120%

Ownership units developed after 2018 adoption of Housing Mitigation Standards:

50% - 80%
80% – 120%
≥120%

ii. Legacy Attainable Units.

Category 2 = ≤120%
Category 3 = ≤140%
Category 4 = ≤175%

iii. Employee.

Legacy Units developed prior to 2018 adoption of Housing Mitigation Standards. Households are eligible for these Employee housing units if they make up to 120% MFI. If this is inconsistent with the deed restriction recorded on the particular Employee Housing Unit, the deed restriction shall supersede these Housing Department Rules and Regulations.

iv. Employment-Based - There is no income eligibility for Employment-Based units. However, at least 75% of the household's combined income must be earned from a business or organization located in Teton County continuously during ownership. If one (1) person in the household is at the age the Social Security Administration allows a person to begin receiving Social Security, their income will no longer be used to calculate the 75% of household income from a local business.

v. Workforce Housing Program - There is no income eligibility for Workforce housing units. However, at least 75% of the household's combined income must be earned from a business or organization located in Teton County continuously during ownership. If one (1) person in the household is at the age the Social Security Administration allows a person to begin receiving Social Security,

their income will no longer be used to calculate the 75% of household income from a local business.

- vi. Other Restricted Housing Units - Income eligibility for other restricted housing units may be set out in restrictive covenants that apply to the particular restricted housing unit.
- b. Calculation of Income -Household income is based on the current income earned by all intended adult occupants of the restricted housing unit at estimated closing date and is calculated by the Housing Department using the current household income to estimate an annual (12 month) income basis. W-2 earners who have inconsistent incomes and have the same jobs as prior years will have their income averaged over three (3) years or less if less than three (3) years were worked. Households must use their current income and may not make changes or adjustments to earnings in order to fit into a category. Any changes to income must be given to the Housing Department prior to the initiation of a weighted drawing process in order to be eligible to enter the weighted drawing.
 - i. College-Aged Children - The income of adult children who are members of the household and who are attending college will not be counted.
 - ii. Business Income - Gross income is used minus cash expenses.
 - a. Businesses that do not have 2 full prior years of income:
 - i. Tax returns are used to get gross income earned in the first year of business minus cash expenses (if taxes have not been paid, the Profit and Loss will be used for that year to get gross income minus cash expenses).The gross income will be divided by the number of months the business was operating during that year. That number will be multiplied by 12 to get one year of income for the first year.
 - ii. If the business has a full year of income in the second year of operation, the tax returns will be used to get gross income minus cash expenses. This will be the income for the second year.
 - iii. If there is no income for the current year. The first and second years will be averaged.
 - iv. If there is income for the current year, the Year to Date (YTD) Profit and Loss will be used to get gross income minus cash expenses. The gross income will be divided by the number of months to date in the current year. That number will be multiplied by 12 to get one year of income for the current year.
 - v. The current year will then be averaged with the past year(s).
 - vi. If there is only the current year, the current year number will be used.
 - b. Businesses that have 2 full prior years of income:
 - i. Tax returns will be used for each of the 2 prior years.

- ii. The gross income minus cash expenses for each year will be used.
 - iii. For the current year, the YTD Profit and Loss will be used. The gross income minus cash expenses divided by the number of months to date in the current year to get average monthly income. The average monthly income will be multiplied by 12 to get one year of income for the current year.
 - iv. The current year will be averaged with the 2 prior years.
 - v. If there is no income for the current year, Step 1 will be used to calculate for 3 prior years and the 3 prior years will be averaged.
 - vi. If the third prior year is the first year the business was operating, tax returns will be used to get gross income minus cash expenses. The gross income will be divided by the number of months the business was operating in that year to get average monthly income. Average monthly income will be multiplied by 12 to get one full year for the first year in business.
- c. Seasonal Businesses:
 - i. 1. The steps above will be used to get average monthly income. The average monthly income will be multiplied by 12 to get one full year of income.
- iii. Household Members - All individuals who are intending to occupy the unit must be included on the application. All adults not attending college and/or age 25 or older must include income and assets on the application. For Affordable units, adults not listed on the application may not reside in the home within the first year and without prior approval from the Housing Department. For Workforce units, additional adults may reside in the home at any time, but the household must qualify and have approval from the Housing Department. No approval will be given to either Affordable or Workforce owners without all adult occupant signing an Occupancy Agreement. For Affordable units, divorces must be finalized prior to closing on the home. For Workforce units divorces are not required to be finalized, and applicants are allowed to apply without their spouse, and the spouse's income/assets, etc. will not be counted.
- 2. Household Net Assets - Eligibility for some restricted housing units is also based on a qualifying household's net assets.
 - a. Calculation of Net Assets - Household net assets include the value of all assets over \$500 in value including, but not limit too, bank accounts, investment accounts, life insurance, furniture, automobiles, jewelry, computer equipment, real estate, and recreational equipment; less any debt the household has. Net assets do not include retirement accounts, unless money will be withdrawn to be used as a down payment or closing costs. Business assets are limited to liquid assets.

Total household net assets shall not exceed two times the four-person household Income requirement for the income category of the housing unit. All household members' shares of liquid business assets shall be included in determination of total household net assets. Net assets of all household members shall be combined in

determination of total household net assets. See the “Household Income and Asset Chart” for net asset thresholds, which is updated annually and published on the Housing Department website. A copy may be obtained from the Housing Department.

Rental units do not have asset limits.

b. Ownership of Real Property.

i. Ownership at Time of Application - At the time of application, a Household may own other undeveloped or developed residential or commercial property. The fair market value of such property will be taken into consideration when determining household net assets. A price opinion using a market analysis will be obtained by the Housing Department through a local real estate firm within thirty (30) days from the date of submittal of an application for a restricted housing unit to determine fair market value of the other undeveloped or developed property. The owner of the property will be solely responsible to pay for the price opinion in conjunction with submittal of the Housing Department Application.

a) Ownership of Commercial Property - A household will be able to maintain ownership of commercial property.

b) Designation of Mobile Homes - Mobile homes situated in a mobile home park or on other land with hook-ups to water/sewer and electricity will be considered residential property, and thus, will be required to be sold as with other residential property. If the mobile home is not situated in a mobile home park or other land with hook-ups to water/sewer and electricity, it will only be considered an asset.

c) Rental Income and Rental Assets - Rental income from any residential real estate will be counted toward household income and the asset will be counted toward net assets.

c. Required Sale of Residential Property - Once under contract for a restricted housing unit, the qualifying Household must list residential property (developed or undeveloped), located within 150 miles driving distance from the Town of Jackson, for sale at a price commensurate with the price opinion. If the property has not sold or is not under contract after one year from the listing date, within 30 days of the year expiring, another price opinion will be obtained. If the price opinion is lower than the listed price, the owner will have 30 days from the date of the price opinion to lower the asking price to that of the price opinion. If after 24 months from the date first listed, the property still has not sold or gone under contract, the Housing Manager of the Housing Department will issue an analysis of the property with a determination of the salability of the restricted housing unit along with the next steps required. A copy of the analysis will be provided to the owner, and the owner will have the opportunity to appeal the determination of the Housing Authority

Board. The owner may be required to sell their restricted housing unit if the residential property has not sold.

- d. Disposition of Assets - Any member of a household who has assigned, conveyed, transferred or otherwise disposed of property or other assets within the last two (2) years in order to meet the net asset limitation or the property ownership limitation shall be ineligible to purchase a restricted housing unit.
3. Readiness to Purchase - Individuals purchasing a restricted housing unit must demonstrate readiness to purchase by showing the following:
 - a. Contingencies - Contingencies on lender's qualification must be approved by the Housing Department prior to entering a weighted drawing. Such contingencies include but are not limited to requirement to sell property, requirement to prove down payment via account statement, gift letter or other, and requirement to pay off debt. Examples of proof of down payment are a letter from a family member who may be providing a gift or a bank statement showing funds available.
 - b. Age - At least one individual in the household must be at least 18 years of age.
 - c. Execution of Legally Binding Contract - Individuals must be capable to legally enter into a contract.
 4. Homebuyer Education - Completion of the Homebuyer Education course is required to meet eligibility criteria to enter a weighted drawing for a restricted housing unit and/or purchase a restricted housing unit. The required course is offered by Wyoming Housing Network or another Housing Department approved organization.
 5. Online Intake Form - The Online Intake Form must be completed prior to entering a weighted drawing for a home. Completion of this form will put a household on the Housing Department's email list, and the household will begin receiving emails with information about homes when they are available. All advertising of homes available will be done through email to those who have completed the Online Intake Form and on the Housing Department website. The online Intake Form can be found on the Housing Department's website: jhaffordablehousing.org. This form must be completed in its entirety and updated at least annually. It cannot be completed or updated during a weighted drawing process that the household wishes to enter. The Online Intake Form does not enter a household into a weighted drawing. The weighted drawing is a separate process. See Section **16.10.004.C.5**.

16.10.400 Weighted Drawing.

The Affordable and Workforce Housing requirements may utilize the weighted drawing process to select a qualified household using the procedures listed below. The weighted drawing will be advertised on the Housing Department website, jhaffordablehousing.org, and via email to all households that have completed the Online Intake Form. See Section 3-3e: Online Intake Form.

- A. Minimum Occupancy Requirement** - In order to ensure that the units meet the intended goals of housing the Teton County workforce and are consistent with mitigation requirements, the following occupancy requirements for units in the Affordable Program are:

Studio:	One (1) or two (2) people
One-bedroom:	One (1) or more people
Two-bedroom:	Two (2) more people
Three-bedroom:	One (1) or two (2) adults with two (2) or more dependents For rental units; 3 or more people
Four-bedroom:	One (1) or two (2) adults with three (3) or more dependents For rental units; 4 or more people

For purposes of counting household size, children or adult dependents must live with the household and be claimed as a dependent on Federal Income tax returns. Any deviation from the minimum occupancy requirements must be approved prior to the drawing through the exception process. There are no Minimum Occupancy Requirements for units in the Workforce Housing Program. However, if a household enters a drawing for a Workforce Housing unit and meets the occupancy requirements as listed above for the Affordable Program, the household will receive an extra point (entry) in the drawing.

- B. Weighted Drawing Points** - Eligible households receive points that will determine the number of entries the household will receive in the weighted drawing. One point equals one entry in the weighted drawing. One point is assigned for each full year of consecutive full-time employment at a local business immediately prior to entering a weighted drawing, with a maximum of ten (10) points. One point is assigned for each qualified critical services provider with a maximum of two (2) points. In a weighted drawing for a Workforce unit, a household that meets the minimum occupancy requirements for the Affordable program will receive one (1) point. The total maximum points a household can receive is twelve (12). Households are not eligible to enter a weighted drawing until they have one (1) full year of full-time employment in Teton County for a local business or one (1) point.

Points are given based on one person in the household. Years working in Teton County cannot be doubled up and must be verifiable. For example, a two-person household, one of which has been employed in Teton County for two years and the other for four years, would be assigned four (4) points.

To enter a drawing for an Affordable unit, the intake form must be completed prior to the opening of a drawing and information cannot be changed during the drawing entry period. You may not have more than one intake form. For the Workforce Program, an intake form must be completed prior to entering a drawing. Households may only have one (1) intake form.

1. **Employment** - At least one member of a household must be employed full-time in Teton County at a local business. Full-time employment is defined as at least one thousand five hundred sixty (1,560) hours per year or an average of at least thirty (30)

hours per week. Employment exemptions found in Section **16.10.300.B**. Qualifications apply.

- a. **Interruption of Employment** - Interruption of employment will be allowed in special circumstances if other employment criteria are met in Teton County, Wyoming at least two (2) years immediately prior to the interruption of employment. Interruption of employment will only be allowed for a maximum period of two (2) years. Points will not be given for the time period during the interruption of employment. Points will be given for years employed full-time at a local business immediately prior to the interruption of employment. To obtain points for prior employment, a household must have reestablished full-time employment at a local business within one (1) month upon termination of the reason for the interruption of employment. Reasons for allowed interruption of employment include: caring for a sick or disabled immediate family member, attending secondary school, and hospitalization. Verification documentation of the reason for interruption of employment will be required to obtain points for prior employment.

2. **Additional Points.**

- a. **Critical Services Provider** - Qualified critical services providers, as defined in Section **16.10.900** Definitions, may be eligible for a maximum of two (2) additional points. Any household may not receive more than two (2) points. However, if a household has one (1) person who qualifies as a critical services provider for two (2) organizations, they will receive two (2) points.

The following conditions must be met to receive the critical services provider designation and priority:

- i. **Critical Services Provider Designation** - Organizations who believe their employees or volunteers meet the definition of critical services provider can apply to the Housing Department to become an approved critical services provider organization and have certain job positions deemed “qualified.” The Teton County Board of County Commissioners and the Jackson Town Council will approve or deny critical services provider organization applications.
 - a) **Required Documentation** - Employees who work in these “qualified” positions for approved critical services provider organizations can enter a weighted drawing and receive additional points. These individuals must submit a “Critical Services Provider Supervisor Questionnaire” along with their weighted drawing entry documents. These will be held on file for a period of six months before needing to be updated. The Housing Department will contact the CSP’s supervisor to update the Supervisor’s Questionnaire.
- ii. **One Year of Full-Time Employment** - A qualified critical services provider must earn one (1) point for one (1) year of full-time employment in Teton County at a local business prior to receiving points as a critical services provider.

- iii. Approval Process - Applications received by the Housing Department for approval as Critical Services Provider Organizations will be processed by staff. The Housing Manager will make a recommendation to the Jackson/Teton County Housing Authority Board who will approve or deny the application.
3. Accessible Units - Priority will be given to households with member(s) who are mobility impaired. If more than one weighted drawing entry is received for Accessible units, a weighted drawing will be held. If no households with members who have mobility impairments apply, the weighted drawing will be held with all other applicants.
4. No Qualified Entries - After a weighted drawing where no qualified entries exist, the unit will be offered again in a weighted drawing. It will be open to households in the next tier of the minimum occupancy requirements. If there are still no qualified entries, the home will be offered first come, first served. The first qualified household to submit a complete application will have the opportunity to purchase.
5. Drawing Results - Drawing results are kept on file with the Housing Department and may be requested by the public.

16.10.500 Purchase and Sale Standards and Procedures.

A. Sale and Resale Standards.

1. Applicability - Each restricted housing program dictates both the initial sales price and the maximum resale price. The restrictions for each unit should be consulted for exact details.
 - a. Affordable Housing Program - For the Affordable housing program, these Housing Department Rules and Regulations set out how to determine both the initial sales price and the maximum resale price.
 - b. Employment-Based Housing Program - The initial sales prices and maximum resale prices for Employment-Based housing units are determined by these Housing Department Rules and Regulations.
 - c. Workforce Housing Program - The initial sales prices for Workforce housing units are negotiated between the owner and the buyer. After the initial sale, the value will appreciate according to the Denver-Aurora-Lakewood CPI with a maximum of 3%. If the Denver-Aurora-Lakewood CPI no longer exists, another similar index will be used.
 - d. Attainable Housing Program – The Attainable housing program does not place limits on sale or resale prices, but buyers still must meet the qualification and eligibility rules laid out in Section **16.10.300**. Qualification and Eligibility.
 - e. Other Programs – For other restricted housing units, the property’s restrictions clarify how the sale and resale prices are configured.

- f. Rental Rates - For information on maximum rental rates permitted by the rental housing programs, see Section **16.10.500.B. Tenancy and Rental Standards and Procedures.**
2. Maximum Sales Price.

The Housing Department updates the maximum sales prices for Affordable housing units obligated by the LDRs on April 1st of each year. The maximum sales prices are available on the Housing Department's website or at the Housing Department. The methodology listed below shall determine the maximum sales prices. The intent of the maximum sales prices is to ensure initial and long-term affordability.

- a. Median Family Income - Each year, the U.S. Department of Housing and Urban Development (HUD) releases Median Family Income figures for Teton County, Wyoming. The Housing Department uses this data to determine household incomes for the applicable restricted housing units based on number of bedrooms and persons per bedroom.
- b. Household Size - The Household Size for determining maximum sales price is based on number of persons per bedroom in the applicable restricted housing unit.
- c. Affordability Range - The household income for the applicable restricted housing unit is set at the middle of the affordability range to ensure affordability. For example: the income range for affordability range 3 is 81% - 120% MFI; therefore, an income of 100% MFI would be used in calculating the maximum sales price.
- d. Percentage of Income - The national standard for household affordability is that a household does not pay more than 30% of its gross income toward housing costs. Therefore, monthly payments (including principle, interest, taxes, insurance and HOA dues) cannot exceed 30% of the Median Family Income for each affordability range.
- e. Maximum Sales Price Calculation - The maximum sales price for a restricted housing unit is determined by calculating 30% of a qualifying household's income, using the following assumptions:
 - i. 22% of household income covers principal and interest,
 - ii. 8% of household income covers HOA dues, taxes, and insurance,
 - iii. Assumptions for the mortgage include: 30-year mortgage, 5% down payment, 20-year rolling average interest rate for a qualifying household earning the median of the applicable income category.
- f. Potential Variability of Maximum Sales Price.

- i. The maximum sales prices will be lower if the unit is below grade, or if there is no garage.
- ii. If an owner is determined to be in default of their restrictions, the Housing Department will have the option to purchase the property for a purchase price equal to the maximum resale price or the appraised value, whichever is less, subject to the Housing Department's ability to limit appreciation and/or reduce proceeds, and on such other terms as are provided in the restrictions.
- iii. If an owner is found to be in default of their restrictions, the Housing Department may cease the appreciation of the property when determining the maximum resale value beginning on the known date the owner began being in default.

3. Maximum Resale Price.

- a. The intent of the maximum resale price is to ensure long-term affordability of the restricted housing units at resale. The maximum resale price (MRP) shall be the original purchase price (OPP) with the following adjustments:

Appreciation 3% or Denver-Boulder-Greeley CPI - Appreciation of the value of the restricted housing unit is based on the Denver-Boulder-Greeley CPI each year capped at 3%. The latest published numbers for Quarter 2 and Quarter 4 of each year will be used unless the deed restrictions or ground lease specifically reference an alternative appreciation method or no measured appreciation.

The following standards apply:

- 1) Date of purchase is defined as seller's original closing date (date seller purchased the restricted housing unit). If the closing date is on or after the 15th of the month, the month is not counted for prorating the value. If the closing date is before the 15th of the month, the entire month is counted.
 - 2) Three (3) months will be added to the date that the "Letter of Intent to Sell" is received and will be considered the estimated closing date.
 - 3) If the Letter of Intent to Sell is received on or before the 15th of the month, the entire month is counted. If the "Letter of Intent to Sell" is received after the 15th of the month, the month will not be counted.
 - 4) Each eligible whole month will be prorated.
- i. Denver-Boulder-Greeley CPI - The CPI used to calculate maximum resale prices in some restrictions is the Denver Boulder Greeley CPI. New figures are published by the Colorado Department of Labor and Statistics twice a year, normally in March and August. In calculating the allowed maximum appreciation of a home, the latest reported figure will be averaged with the other reported figure for the year and used up to the date new figures are released.

Once a Facilitation Agreement has been signed, new figures will not affect the maximum resale price. If the Denver Boulder Greeley Colorado CPI ceases to exist, a comparable index will be used.

- ii. Northwest Wyoming Cost of Living Index - The NWCLI figure used to calculate maximum resale prices in some ground leases is obtained from the Wyoming State Division of Economic Analysis and is calculated with All Items minus Housing. It is updated quarterly and released generally in June for the First (1) Quarter, October for the Second (2nd) Quarter, December for the Third (3rd) Quarter and March for the Fourth (4th) Quarter. The latest reported figure will be averaged with the other reported Quarters of the year and will be used up to the date the new figures are released. Once a Facilitation Agreement has been signed, new figures will not affect the maximum resale price. If the NWCLI ceases to exist, a comparable index will be used.
- iii. Flat Appreciation Rate of 2.5 Percent - The flat appreciation rate of 2.5% found in some restrictions is not based on an index. Rather, it is based on an analysis of incomes over 20 years, where it was found that incomes rose on average by 2.5% per year.
- b. Cost of Actual Capital Improvements - Restricted housing units that have deed restrictions or ground leases allowing for improvement credits can add the value of these improvements to the appreciated value to calculate the MRP based on the following.

Credit for capital improvement expenditures on the restricted housing unit given at resale will be no more than 10% of the OPP of the home except where the Housing Department has determined otherwise. All capital improvements must be pre-approved by the Housing Department and properly permitted and inspected by the Town of Jackson or Teton County Building Official. Approval/disapproval must be determined prior to actual construction to be considered at time of sale. Improvements done without prior approval will not be considered for capital improvement credit. It is the owner's responsibility to secure any approval necessary from the restricted housing unit's Homeowners Association and obtain any necessary permits prior to undertaking any Capital Improvement. Please consult Section **16.10.50.A.5** for more details.

- c. Depreciated Costs of Capital Improvements - The depreciated costs of Capital Improvements can be added to the appreciated value to calculate the MRP, so long as they do not exceed ten percent (10%) of the OPP or as determined by the Housing Department on a project-specific basis. All capital improvements will be depreciated as applicable according to the Marshall and Swift Residential Cost Handbook or a similar resource.
- d. Maintenance Adjustment - Households are required to keep restricted housing units in a properly maintained state. Housing Department staff and/or a third-party inspector hired by the Housing Department will inspect the property after receiving the "Letter of Intent to Sell" from the owner. The inspector will provide an

inspection report to the Housing Department. The Housing Department may require the owner to repair or replace items on the inspection report. The buyer also has the opportunity to inspect the property and provide the Housing Department with a list of items. If required repairs, replacement, or cleaning are not made by the owner prior to the Housing Department's final walkthrough two (2) business days before closing, the Housing Department will estimate the costs at its sole discretion, and an adjustment may be made to the seller's proceeds or to the maximum resale price. These funds will either be given to the buyer to make the repairs or held by the Housing Department at the Housing Department's sole discretion. If funds are given to the buyer, the buyer will be expected to make the repairs on their own. If the repairs are not made, the buyer will be charged when they sell the home. If the Housing Department holds the funds, the buyer will be reimbursed based on receipts received from the buyer. If any funds remain after the repairs are completed, they will be released to the seller.

- e. Other Costs - Any additional costs allowed by the Housing Department pursuant to the policies in effect on the date of the restricted household's "Letter of Intent to Sell."
4. Selling Procedures - All restricted housing units shall be sold in accordance with applicable restrictions and/or these Housing Department Rules and Regulations as determined by the Housing Department, Town and/or County, which may vary depending on the specific housing program under which the restricted housing units were created.
- a. Letter of Intent to Sell - The seller shall submit a completed Letter of Intent to sell form to the Housing Department to begin the selling process. The form can be found on the Housing Department's website or can be obtained from the Housing Department. The Housing Department staff will set up a meeting with the seller to review the selling process and the seller documents. The Letter of Intent must be submitted and the meeting with the seller must occur the week prior to the beginning of the weighted drawing entry period. See section 4. The seller shall be given the option to choose the Title Company. If the seller has no preference, the Housing Department will choose the Title Company. If the seller decides not to sell the unit after submitting the Letter of Intent to sell, the seller must reimburse the Housing Department for any costs the Housing Department has incurred. Once the contract has been signed by buyer and seller, both parties are legally bound by the contract.
 - b. Facilitation of Sale - The Housing Department facilitates the sales of restricted housing units to accomplish the sale according to the instructions in the Grund Lease/Deed Restriction and to provide a transfer to a Qualified Household. Specifically, the Housing Department facilitates sales of Affordable housing units, Employment-Based units, Workforce housing units, and Accessory Residential Units. Sellers will be required to enter into a Facilitation Agreement with the Housing Department to sell their home. The Facilitation Agreement must be executed prior to advertising the home for sale through a weighted drawing process.

- c. Maximum Resale Letter - The resale price of the restricted housing unit shall be calculated according to its restriction and stated in the "Maximum Resale Letter." Maximum resale prices will be rounded to the nearest dollar. An official copy will be mailed, or hand delivered. A copy can be requested from the Housing Department by email or fax. The Maximum Resale Price shall be the only exchange of value between parties to any sale of the restricted housing unit. Any exchange of value outside the allowed sale price shall invalidate the sale.
- d. Facilitation Fee (2%) - At the closing of the sale, the seller will pay to the Housing Department a fee equal to two percent (2%) of the sales price, unless otherwise instructed in the deed restriction, for facilitation services. The Housing Department may instruct the Title Company to pay such fees out of the funds held for the seller at closing. The Housing Department may also waive the fee, or a portion thereof, in its sole discretion.
- e. Cost of Declining Initiated Sale - If the seller decides not to sell the restricted housing unit at any point before closing, the seller will be responsible for all advertising and/or other costs associated with listing the unit for sale.
- f. Viewing of Unit - Once the weighted drawing is completed, the first household drawn will be contacted by the Housing Department and a time set up to view the unit. This viewing shall occur within five (5) business days of the household being notified that they were selected first in the drawing. The household will have two (2) business days to respond to the Housing Department's efforts to contact them to notify them that they were selected. A phone call and an email will be sent to the household. If there is no response, the Housing Department will move on to the next household drawn. The seller is required to make the restricted housing unit available with reasonable notice on a minimum of two (2) occasions to show the property to the selected household prior to going under contract.
- g. Inspection - The Housing Department will order a third-party inspection to be done on the home by a qualified home inspector. The inspection information/report is for the use of the Housing Department and will not be released to any buyer. Buyers shall have the option to order their own inspection to be done on the home. It is the Housing Manager's sole discretion as to whether items found by an inspector will be required to be repaired. A list of items required to be repaired will be given to the seller by the Housing Department. The seller is expected to have the items completed no later than three (3) business days prior to the closing date.
- h. Complete Application - The household shall have five (5) business days from the day they are notified that they were selected first in the drawing to submit a complete application to the Housing Department. The Checklist for Complete Application and Application form can be obtained from the Housing Department's website or from the Housing Department. The Housing Department reserves the right to request additional documentation when verifying a Household's eligibility and qualification. If for any reason the buyer cannot close within three (3) weeks

of the seller's timeline, the seller may choose to move on to the next household drawn.

- i. Qualification - The Housing Department shall review the application and supporting documents and calculate income, assets, and hours worked to verify eligibility and qualification. This process normally is complete within five (5) business days of receiving the application. However, it may take longer in unique circumstances. Once the Housing Department completes the review and verification of eligibility and qualification, the applicant is notified of approval or denial. If the applicant does not qualify, the next household drawn in the weighted drawing will be notified and the process will start over.
 - j. Qualified Household Meeting - When the Housing Department has identified a qualified household who wishes to move forward with the purchase of the home, the qualified household will have five (5) business days to attend a meeting to review the purchase process and purchase documents, which include the Contract for Purchase and Sale of Residential Real Estate or Residential Improvements in the case of a Ground Lease and the buyer's Facilitation Agreement. The applicant has five (5) business days from the meeting day to review and execute the purchase documents and return them to the Housing Department with earnest money as called for in the Contract. If the contract is not signed and returned within five (5) business days, the next household selected in the drawing will be notified and given the option to purchase the home if qualified. The seller shall be notified immediately upon receipt of the signed contract and earnest money to execute the contract. The seller shall have two (2) business days to return the signed contract or the closing may be delayed. A copy of the contract and the earnest money are then delivered by the Housing Department to the Title Company.
 - k. Final Walk Through - A final walk through will occur generally two (2) business days prior to the closing date. If the Housing Department finds maintenance or repair items that have not been completed, the Housing Department will estimate the costs of the maintenance/repair items and withhold funds from the seller's proceeds. The funds are then given to the buyer and the buyer is responsible for completing the maintenance/repair items.
 - l. Closing - The closing will be held on or before fifty (50) days from complete execution of the Contract. The Buyer will take possession of the unit on closing day.
5. Capital Improvement Standards.
- a. Approval Required - Owners must receive written approval from the Housing Department prior to beginning the work in order to receive credit for the capital improvement. To obtain approval, the "Request for Capital Improvement" form must be submitted along with estimated costs and drawings and/or plans and a narrative of the work to be done. Once the improvement is complete, copies of all receipts for materials and labor must be given to the Housing Department. No credit will be given for sweat equity.

- b. Workmanlike Manner - All improvements whether approved Capital Improvements or other must be built in a workmanlike manner, and according to Town of Jackson or Teton County building codes. All required permits and completion releases must be obtained from the Town or County. Any owner that does capital improvements without obtaining the proper permits or if it is determined at the Housing Department's sole discretion that the improvements have not been done in a workmanlike manner may be required to make repairs or remove the improvements and return the home to its original condition.
- c. Approved Capital Improvements - A Capital Improvement is an improvement done to the home for which the homeowner can receive credit. The capital improvement requires an expenditure that either increases the value of the property or extends its life expectancy but is not a luxury item. The term "approved capital improvement" shall only include the following:
 - i. Fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
 - ii. For the benefit of seniors and/or handicapped persons;
 - iii. Health and safety protection devices (including radon);
 - iv. Adding and/or finishing of permanent/fixed storage space;
 - v. Finishing of unfinished space;
 - vi. Landscaping; Adding trees, shrubs, lawn, patio, walkways, or sprinkler systems;
 - vii. Decks and balconies, and any extension thereto;
 - viii. Partial credit may be given for upgrade improvements that will increase the life of the component as compared to the original product or increase the long-term affordability of the home.
- d. Improvements Not Approved for Credit - Approved capital improvements shall not include the following:
 - i. Jacuzzis, saunas, steam showers and other similar items;
 - ii. Upgrades or addition of decorative items, including lights, window treatments and other similar items;
 - iii. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit, unless

replacement is shown to improve the lifespan of the component or the long-term affordability of the restricted housing unit;

- iv. Repair and Maintenance Items – a repair or maintenance item is an expenditure that restores a property to a sound state.

6. Resale and Transfer Limitations.

- a. Transfer of Title - Transfer of title is not allowed unless approved by the Housing Department. To apply for approval, owners need to complete the Housing Department's "Request for Transfer of Ownership (Title)" form and submit it to the Housing Department along with a fee in accordance with the Housing Department Fee Schedule published annually, which covers legal and recording fees. In some cases, a complete application will be required to be submitted for qualifying purposes.
 - i. Divorce - In the event of the divorce of an owner, the Housing Department may consent to the transfer of the residential unit to a spouse of an owner, which spouse may not otherwise qualify as a qualified household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
 - ii. Death - In the event of the death of an owner, the Housing Department may consent to the transfer of the residential unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a qualified household only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
 - iii. Nonqualified Transferee - If title to the restricted housing unit vests in a nonqualified transferee, as defined in these Housing Department Rules and Regulations Section **16.10.500.B**. Qualification, the restricted housing unit shall immediately be listed for sale in accordance with the restrictions and the Housing Department Rules and Regulations. The following shall apply when the Housing Department determines there is a nonqualified transferee:
 - a) A nonqualified transferee shall cooperate with the Housing Department to affect the sale, conveyance or transfer of the restricted housing unit to a qualified household (or the Housing Authority in the event of its exercise of its option to purchase) and shall execute any and all documents necessary to such sale conveyance or transfer.
 - b) A nonqualified transferee shall comply with the restrictions, the Housing Department Rules and Regulations, and all other covenants regulations, ordinances, statutes, laws, or rules governing the ownership, occupancy, use, development or transfer of the restricted housing unit, and further may only occupy the restricted housing unit with the prior written consent of the Housing Department.

- b. Trusts - Restricted housing units may not be put into any type of a trust. This is the equivalent of transferring ownership, and trusts are not qualified to be the owner of a restricted housing unit.
 - c. Nontestamentary Transfer on Death - A “Nontestamentary Transfer on Death” deed is allowed to be recorded on restricted housing units, and must include the following:
 - i. It conveys an interest in real property to a beneficiary designated by the owner and states the deed is effective upon the death of the owner.
 - ii. It must be subject to all other encumbrances on the property to which the owner was subject to during their lifetime, including the Restrictions on the property.
 - iii. The Housing Department must approve the document before recordation.
 - d. Title - All adults who occupy the restricted housing unit for more than thirty (30) accumulative days in a calendar year, except for children attending college, must sign an Occupancy Agreement along with the owner. Situations that require an Occupancy Agreement include but are not limited to marriage, a significant other moving in, a friend moving in, a renter, etc. Additions and removal of names on the title constitute a transfer of title. The Housing Department must approve all transfers of title. An adult may not be moved into an Affordable unit for at least one year after closing and only with approval from the Housing Department. Adults may be moved into workforce units prior to one year, however, the household must be qualified and approved by the Housing Department. Owners and any adult residents of the unit must sign an Occupancy Agreement.
7. Other Sale and Resale Standards.
- a. Privity to Purchase and Sales Agreement - Sellers and buyers shall provide a copy of the “Purchase and Sale Agreement” to the Housing Department. All financial information shall remain confidential, except as follows:
 - i. Public Records - Any document that would customarily be a matter of public record in the public records of Teton County, Wyoming, and is subject to the Wyoming Public Records Act;
 - ii. Weighted Drawing Positions - The names and positions of all persons who have participated in any Rental Weighted drawing held under these Housing Department Rules and Regulations;
 - iii. Freedom of Information Act or Wyoming Public Records Act - Any other information, which a court of competent jurisdiction rules must be released under the Freedom of Information Act or the Wyoming Public Records Act; and

- iv. Audits - In addition, the Housing Department may allow access to personal and private information to any person or entity undertaking an independent audit of the records kept under these Housing Department Rules and Regulations, provided that such person or entity agrees to be subject to this confidentiality provision.
- b. Independent Legal Counsel - All sellers and buyers of restricted housing units are advised to consult independent legal counsel to examine all contracts, CC&Rs, deed restrictions, agreements, affidavits, closing statement, title documents, etc. The retention of such counsel, or related services, shall be at the seller's and buyer's own expense. The sellers and buyers and/or their attorneys will not be allowed to make changes to Housing Department documents. A "Buyer's Acknowledgement" form will be required to be signed prior to closing acknowledging recommendation to obtain legal counsel. The "Buyer's Acknowledgement" form will be provided to the buyer for review prior to closing.
- c. Title Company - The Housing Department advises sellers to use a title company and escrow agent located in Jackson, Wyoming to close the transaction because of their expertise with the Housing Department's restricted housing programs and their unique and technical closing documents. The seller and buyer shall authorize the Housing Department to review the "Settlement Statement" prior to closing. Sellers can select a title company and escrow agent of their choice. If no title company is indicated, the Housing Department will select one.
- d. Lenders.
 - i. Approved Lending Institutions - Borrowers are restricted to the following lending institutions licensed to engage in mortgage lending practices in the State of Wyoming:
 - a) An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which Institutional Lender are subject to direct governmental supervision; or
 - b) A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g. is not given to or acquired by any individual person); or
 - c) A non-affiliated, legitimate, "finance company." In no event shall such finance company be an individual or any company that is affiliated with or has any affiliation with the owner or any family member of the owner.
 - ii. Required Down Payment and Loan to Value Ratio - The Housing Department requires that all buyers have at least 3.5% down payment on a purchase, and no refinance or second mortgage obtained after the original purchase is allowed to be higher than 95% loan to value.

- iii. Debt to Income Ratio - The total debt to income ratio for a household may not exceed 45%.
- iv. Qualified Mortgage - Lenders may submit a “Qualifying Mortgage” form to the Housing Department to have the mortgage deemed a “qualifying mortgage.” When submitting a qualified mortgage request, a copy of the title commitment and the Transmittal Summary (HUD Form 1008), or other documentation containing the same information, is required to be attached. The “Qualifying Mortgage” form can be obtained from the Housing Department or from the Housing Department’s website.

For homes that do not have a measured appreciation, such as Attainable homes, an appraisal recognizing the restriction on the property is required.

The Housing Department reserves the right to require additional information before approving a mortgage as a “qualifying mortgage”.

- e. Total Debt - Owners shall not incur debt, liens or other obligations secured by the restricted housing unit that exceed 95% of the Original Purchase Price of the unit and shall notify the Housing Department immediately when a change in the total of these secured obligations is anticipated. No second mortgages, including but not limited to home equity lines of credit, shall encumber the restricted housing unit without advance approval by the Housing Department.
- f. Co-Ownership - Any co-ownership arrangement other than Joint Tenancy or Tenancy-In-Common must be approved by the Housing Department. All adults occupying the unit, with the exception of children attending college, must be on the title of the restricted housing unit or sign an Occupancy Agreement.
- g. Co-Signors - Co-signors are guarantors for payment of mortgage. If an exception to the “no co-signors” rule is granted, co-signors shall not occupy the unit. Co-signors are not co-owners, so they are not allowed on the title. No lien or security can be placed on the property besides the mortgage itself.
- h. Homeowners Associations - The restricted housing unit may be subject to a Homeowners Association (HOA). All owners of restricted housing units are required to pay HOA dues, and potential special assessments and fees if applicable, unless otherwise exempted. HOA dues may be substantial and are factored into the maximum sales price. Homeowners Associations frequently have interests and regulations, other than the Restriction, that affects the restricted housing unit. It is the owner’s responsibility to be aware of these interests and regulations. Failure of an owner to comply with the HOA Rules and Regulations or CC&Rs constitutes default of the Housing Department Rules and Regulations.
- i. Homeowners’ Hazard Insurance - Owners are required to keep hazard insurance on their homes for 100% replacement cost. Since the homes are subsidized, this amount could be more than the price of the home. Often times Homeowners

Associations provide insurance. Depending on how much coverage the HOA provides, the owner may be required to provide additional insurance to guarantee complete replacement of the home. Ground lease properties are required to name the Jackson/Teton County Housing Authority as additionally insured.

B. Tenancy and Rental Standards and Procedures - To maintain the character of neighborhoods and respect the nature of the community, restricted ownership units are not allowed to be rented without prior approval from the Housing Department. This includes renting any portion of the dwelling, any room within the dwelling or the garage.

1. Primary Residence - Owners of restricted housing units shall maintain the home as their primary residence.
 - a. Occupancy Requirement - Households shall occupy their home full-time at least 10 months out of each calendar year.
 - b. Business Activity Restricted - Households who rent a restricted housing unit shall not engage in any business activity in such dwelling, other than any home occupation use permitted in that zoning district and as permitted in the Lease Agreement.
 - c. No Guests for an Extended Period - Households who own restricted housing units shall not permit any adult guests over the age of 18 for periods in excess of thirty (30) cumulative days per calendar year.
 - d. Leave of Absence - A one-year exception may be granted in cases of illness, short-term leaves of absence for education or training purposes, or other exigent circumstances with the advance written approval of the Housing Department.
 - i. Rental of Restricted Unit during Leave of Absence - If granted a leave of absence, the owner is allowed to rent the property according to the provisions below in Section **16.10.500.B.2. Rental Procedures for Owner-Occupied Properties**.
 - ii. Post Leave of Absence.
 - a) After the restricted housing unit is rented for nine (9) months, owner will be required to notify the Housing Department in writing of either, (a) their intention to move back to the restricted housing unit upon expiration of the lease and/or the rent approval period; or (b) provide the Housing Department with a “Letter of Intent of Sell” form, which will begin the selling process of the restricted housing unit.
 - b) If the owner chooses to sell the restricted housing unit instead of returning when the lease expires, there will be no accrual of appreciation during the term of the rental (this does not apply to medical emergencies).

2. Rental Procedures for Owner-Occupied Properties - The Housing Department may approve rental of space within owner-occupied Affordable, Employment-Based, and Workforce units when pressing circumstances exist. The owner must continue to occupy the unit, and the Housing Department must certify that the renter meets the qualification and eligibility standards set out in Section **16.10.300** Qualification and Eligibility. A fee will be charged along with the request as set forth in the Annual Schedule of Fees.
 - a. Requests to Rent during Leave of absence - Approvals for “Requests to Rent” are given at the sole discretion of the Housing Department’s Housing Manager. Approvals to rent will only be given for a maximum period of one (1) year. Approvals to rent will only be given in unique and pressing circumstances.
 - i. Medical Emergency Documentation - Medical emergencies applicable to a restricted housing unit homeowner will require documentation using the “Housing Department Medical Emergency Leave” form to substantiate the need to leave the area.
 - ii. Processing Fee - A fee will be charged to a restricted housing unit homeowner for a “Request to Rent.” A separate “Annual Schedule of Fees” document that is updated annually and published by the Housing Department provides the processing fee amount.
 - b. Qualification and Eligibility of Tenants.
 - i. Tenants shall be a Qualified Household according to the general Qualification and Eligibility Criteria contained in the recorded Restriction and these Housing Department Rules and Regulations.
 - ii. Tenants shall meet the Eligibility Criteria with respect to Income and Assets that apply to the particular restricted housing unit in question at time of initial occupancy.
 - iii. Prior to signing a lease for or occupancy of a restricted housing unit, owner must provide the Housing Department with proof of the tenant’s qualification under the housing unit’s specific program prior to occupancy.
 - iv. Qualification and eligibility shall be recertified by owner of the restricted housing unit at any time there is a change in occupancy of the restricted housing unit or renewal of lease agreement.
 - c. Execution of Lease - Rental of restricted ownership units must be by a written Lease provided by the Housing Department. The Housing Department will retain a copy of the fully executed lease.
 - i. Rent Limitations - Rent charged while the owner is on leave will be limited to Fair Market Rents as published by HUD or total housing costs (mortgage

payment, taxes, insurance, Ground Lease Fees and HOA dues), whichever is less.

- ii. Housing Department Fee - A fee will be charged by the Housing Department for a request to rent as set forth in the Annual Schedule of Fees updated annually and published by the Housing Department.
- d. Requests to Rent a Room - Approvals to rent a room in a restricted unit are at the sole discretion of the Housing Manager and are only allowed in pressing circumstances. The following process will be followed:
 - i. Submittal of Request to Rent - The owner will submit a “Request to Rent” form to the Housing Department along with the associated fee as outlined on the fee schedule published annually by the Housing Department. The form can be found on the Housing Department website or from the Housing Department.
 - ii. Approval by the Housing Manager - If the owner is in compliance with their restrictions, the Housing Manager will review the request to rent and approve or deny the request based on the circumstances. Approval can be given for a maximum of one year.
 - iii. Identification of Tenant - When the owner has identified a potential tenant who they believe qualifies under the income, asset, and employment requirements of the restriction on the unit, the potential tenant is required to submit a complete application to the Housing Department.
 - iv. Tenant Approval - The Housing Department will verify that the tenant qualifies under the income, asset, and employment requirement.
 - v. Lease Agreement - The Housing Department provides the Lease Agreement to be signed by the owner, tenant, and the Housing Department.
 - vi. Notification of Termination of Lease - The owner is required to notify the Housing Department upon termination of the lease. If the owner still wishes to rent the room and still has approval from the Housing Department, the process will start again with Step **d.iii**. Identification of Tenant, above.
 - vii. Rental Rates - The Housing Department will approve the rental rate based on the housing costs of the owner.

C. Purchase Procedures.

- 1. Selection of Qualified Household - A unique process applies for selecting each qualified household within each housing program. The following sections provide specific details regarding each housing program. The restrictive covenant should be consulted for exact details.

- a. Weighted Drawing - In the event that the Housing Department receives one or more weighted drawing entry sheets at the maximum resale price from qualified households during the weighted drawing entry period, the buyer will be selected according to preferences set for that particular Housing Program. In the event no weighted drawing entry sheets are received during the weighted drawing entry period, the selection process would be determined either by a bid process or a “first come first served” process. The restrictions on the property clarify which selection procedure to use.
 - i. Errors - Every effort is made by the Housing Department to ensure fair and equitable lotteries. Lotteries are not drawn by the Housing Department. Housing Department staff compiles weighted drawing entry sheets with all eligible households included. The weighted drawing is drawn by outside counsel. On the rare occasion that an error is made in compiling or drawing of a weighted drawing, the error will be corrected and the weighted drawing will be re-drawn.
- a. Bid Process - If the restrictions require it, the qualified household submitting the highest bid price (not to exceed the maximum resale price) during the Bid Period shall have the first right to purchase the unit. The owner of the unit shall have the right to accept or reject the bid.
- b. No Qualified Weighted Drawing Entries – Refer to Section 16.10.004(B)(4) .
- c. Other Sale/Resale Procedure.
 - i. Owner Selection - If the restriction permits, the owner of the restricted housing unit may be allowed to select the qualified household. Other than verifying that the qualified household meets the qualification and eligibility requirements for the restricted housing unit, the Housing Department shall not have any authority to choose the buyer of the restricted housing unit unless authorized by the owner.
 - ii. Attainable Housing Program Sale Procedures.
 - a) When an owner wishes to sell an Attainable housing unit, they can either list the home with a realtor or for sale by owner.
 - b) The owner of the Attainable housing unit is required to submit a “Letter of Intent to Sell” to the Housing Department before listing or advertising the unit for sale.
 - c) The owners will be responsible for advertising their Attainable housing unit for sale with the exception that the Housing Department will advertise the unit on their website at no cost to the owner.
 - d) There is not a maximum resale price for Attainable housing units. The owner will set the price with the understanding that the household who buys

the unit will need to qualify under income, asset, and employment criteria. The price may be negotiated before entering into an agreement to purchase.

- e) The buyer will be responsible for providing the “Purchase and Sale Agreement” at the time of making an offer to purchase an Attainable housing unit. The seller may make a counteroffer that includes changes to the “Purchase and Sale Agreement.” The Attainable housing unit is under contract when an offer and/or a counteroffer is accepted and both the buyer and seller have signed it. The “Purchase and Sale Agreement” must contain a contingency that the Housing Department must verify that the buyer is “qualified” to purchase the Attainable housing unit. The Housing Department will not deem a buyer “qualified” until a contract has been executed by the seller and the potential buyer.
- f) A full copy of the fully executed Purchase and Sale Agreement shall be provided to the Housing Department. All financial information shall remain confidential except as noted in Section **16.10.500.D.7.a**. Privy to Purchase and Sales Agreement.
- g) In addition to the items listed in Section **16.10.500.D.3.a**. Materials Included with Application, applicants must also include a complete copy of the fully executed “Purchase and Sale Agreement.”
 - 1) Time of Submittal: The Attainable housing unit must be under contract before the buyer provides an application to the Housing Department.
 - 2) Time to Process: If the application is complete and thorough, the Housing Department will have a determination of qualification within five (5) business days of receiving the application. It may take longer if the Housing Department has to request further information from the applicant.
 - 3) Qualified Buyer Letter: Once the household is deemed to be “Qualified” to purchase the Attainable housing unit, the Housing Department will provide a “Qualified Buyer Letter” to the applicant. This letter will be used to verify to the seller and the title company that the household is qualified to purchase the unit.
 - 4) Lenders: See Section **16.10.500.A.7.d**. Lenders.
 - 5) Closing: The closing date and time is set between the sellers, buyers, financial institution, the title company, and the Housing Department. The buyers will be required to sign a “Buyer’s Acknowledgement” at the time of closing. This document will certify that the buyers acknowledge receiving a copy of the restrictions as well as agreeing to allow the Housing Department to release the sales price of the home, and also agreeing to the Housing Department’s right of first option to

purchase the unit in case of default by signing a Power of Attorney in Case of Default.

2. Viewing of Restricted Housing Unit - The seller of the restricted housing unit will allow the potential buyer to view the unit to see that it meets their household's needs. If the household decides to purchase the restricted housing unit, they will have the opportunity to inspect the unit further once it is under contract.
3. Submit Application - The potential buyer will have five (5) business days to submit a complete application. The required Housing Department documents are available from the Housing Department or from the Housing Department website.

a. Materials Included with Application.

- i. Housing Department Application for Restricted Ownership or Rental Housing.
 - ii. The Housing Department "Application for Homeownership" is a three (3) page form with an additional two (2) pages made up of a "Certification and Oath" section that will need to be signed by all applicants and notarized, as well as an "Authorization to Release Information." Buyers may be required to sign a "Power of Attorney in Case of Default" form appointing the Housing Manager of the Housing Department Attorney in Fact in the case of default and forced sale. The Housing Department may use other methods for remedying a default such as a mortgage against the property or a Quit Claim Deed held in Escrow, which would be agreed to at time of purchase. All documentation submitted with the complete application for the purchase of a home is the documentation that will be used to qualify a buyer. Documents will not be allowed to be changed once they are submitted (e.g. taxes submitted will be those used to qualify. Applicants will not be allowed to re-file taxes). The Housing Department will review the application before accepting it to ensure it is complete. The Housing Department may ask for additional documentation.
- a) Weighted Drawing Entry Form - A "Weighted Drawing Entry" form must be completed and signed and submitted when entering a weighted drawing according to Housing Department processes. "Weighted Drawing Entry" forms may be submitted online, in person, or by USPS.

No incomplete "Weighted Drawing Entry" forms will be accepted. This means that every blank must contain information, "N/A," or a strikethrough so that the Housing Department knows that it was not overlooked.

The Housing Department is not responsible for receiving Weighted Drawing Entry Forms. It is the responsibility of the household to confirm that the Weighted Drawing Entry Form was received and the household is entered in the weighted drawing.

- b) Intake Form - All households are required to complete the "Online Intake Form." This form must be completed in its entirety before entering a

weighted drawing. Any changes made to the form must be made prior to the opening of a weighted drawing the household wishes to enter or the household will be ineligible to enter the weighted drawing. The Intake form must be updated annually to be eligible to continue to enter lotteries.

- iii. Lender's Qualification Worksheet - A current "Lender's Qualification Worksheet" (within one year of the date the weighted drawing begins) is required to be completed by a lending institution. The "Lender's Qualification Worksheet" must be submitted to enter a weighted drawing. "Lender's Qualification Worksheets" may not be faxed; they can either be emailed or submitted in person or mailed by USPS. The worksheet must reflect a loan amount and down payment amount that is equal to or greater than the sale price of the home.
- iv. Credit Report - A three bureau credit report including credit scores (not more than one year old) is required to help Housing Department Staff determine if the Household is financially healthy and able to make payments on a mortgage. The credit report also helps determine debt to income ratios.
- v. Verification of Down Payment - An account statement or signed and notarized letter from someone supplying a gift, or other verification of funds for a down payment is required.
- vi. Verification of Hours and Years Worked - "Affidavits of Employment," detailed check stubs, or other adequate proof of hours and years worked is required at weighted drawing entry to receive points in the weighted drawing. Affidavits are required to be completed, signed, and notarized by the employer. They may not be completed by the applicant. If hours or years worked cannot be verified, they will not be counted.

Historical information for hours and years worked will be kept on file with the Housing Department. Information is required to be updated annually or if any changes occur.

- vii. Federal Tax Returns - Signed federal income tax returns and all attachments (including W-2s and 1099s) and schedules for the last two (2) years for all adult household members are required. If there is self-employment, three (3) years of business and personal tax returns, along with a current "Profit and Loss Statement" and balance sheet, are required. The Housing Department uses tax returns to verify several different aspects of qualification such as but not limited to income, assets, residential homeownership, and sources of income.
- viii. Power of Attorney in Case of Default - Buyers may be required to sign a "Power of Attorney in Case of Default" form appointing the Housing Manager of the Housing Department Attorney in Fact in the case of default and forced sale. The Housing Department may use other methods for remedying a default such as a mortgage against the property or a Quit Claim Deed held in Escrow, which would be agreed to at time of purchase.

- ix. Certification and Oath - A sworn statement of the facts contained in the application will be required including at least the following certifications:
- a) That the facts contained in the application are true and correct to the best of the applicant's knowledge;
 - b) That the applicant has been given the standard application information packet by Housing Department Staff; and
 - c) That the applicant, on the basis of the application presented, believes the Household qualifies to occupy the restricted housing unit in question according to the restriction, these Housing Department Rules and Regulations, and all other applicable procedures.

This "Certification and Oath" is required to be signed by all applicants and notarized. There are public notaries available at the Housing Department.

- x. Additional Information - Additional information may be requested to determine eligibility or qualification status. This may include:
- a) Verification of Household Net Assets - Household net assets are verified through tax returns, account statements, verification of deposits from financial institutions, and the NADA or Kelly Blue Book.
 - b) Verification of Current Employment in Teton County - One or more of the following are needed to verify employment in Teton County:
 - 1) Wage stubs.
 - 2) Employer name, address, and phone number.
 - 3) Contract for employment.
 - 4) "Affidavit of Employment" (Housing Department).
 - 5) "Authorization to Release Information" form signed by all adults in the household to obtain third party employment verifications.
 - c) Verification of Completion of Homebuyer Education Course - At least one adult per household must complete the "Homebuyer Education Course." The required course is offered by the Wyoming Housing Network or if not available, another course approved by the Housing Department. This applies to all households regardless of whether they have owned a home or not. This certification only needs to be completed once; however, if a household changes size and the adult who completed the certification is no longer a part of the household, it will need to be taken by an adult who is a part of the household. The Housing Department will keep a record of the

certificate. It is encouraged that households keep a copy as well. The applicant must provide evidence of attendance of an approved “Homebuyer Education Course” prior to purchase. This is required to be submitted at time of weighted drawing.

- d) Uniform Residential Loan Application - Applicants must provide a copy of the final “Uniform Residential Loan Application” at closing.
 - e) Occupancy Agreement - No persons outside of the persons included in the household on the “Weighted Drawing Entry Form” and “Intake Form” at time of weighted drawing entry may be moved into the home without express written approval of the Housing Department. Approval will not be given within twelve (12) months from closing on a home for adults being added to the household. An “Occupancy Agreement” will be required to be signed by buyers at or before closing. Any adult that is added to a household will be required to sign an Occupancy Agreement along with the Owner.
 - 1) Power of Attorney in the Case of Default - All households purchasing a home are required to sign a Power of Attorney in the Case of Default at closing. The Power of Attorney will be assigned to the Housing Manager to affect the sale of the housing unit. The Housing Department may use other methods for remedying a default such as a mortgage against the property or a Quit Claim Deed held in Escrow, which would be agreed to at time of purchase.
 - f) Accessible Unit Preference - Applicants that wish to be considered for accessible units must submit a “Verification Form for Accessible Unit Preference.”
 - g) Critical Services Provider - Organizations applying for critical services provider approval and their corresponding approved positions must gain approval before a critical service worker can gain points in a weighted drawing. The organization must complete a “Critical Services Organization Application” and submit it to the Housing Department. If the organization and positions are approved, a “Supervisor Questionnaire” must be completed by the applicant’s supervisor and submitted with the other required documents when entering the weighted drawing. All certifications must be completed for the position and a recommendation from the supervisor is required. The “Supervisor Questionnaire” will need to be updated every six months.
 - h) Birth Certificate for Children Under One (1) Year of Age - Applicants must provide the birth certificate for children less than one (1) year of age.
4. Verification of Application - To protect the interests of the community that has invested in the creation of restricted housing units, the Housing Department verifies that information submitted on the Application is true and correct and may request documents outlined in Section **16.10.500.D.3.a.x**. Additional Information to assist in

this process. The Housing Department strives to complete verification within two (2) weeks of application submittal. Any material misstatement of fact or deliberate fraud by the household in connection with any information supplied to the Housing Department shall be cause for immediate expulsion from the application process and/or forced sale of the restricted housing unit.

5. Verification of Qualified Household - The Housing Department verifies that each Household selected to purchase a restricted housing unit meets the qualification and eligibility requirements specific to the restricted housing unit. See Section **16.10.300** for more details on the verification process for each housing program.
6. Qualification Letter - Once the Housing Department verifies that the household meets the Qualification and Eligibility criteria for the particular restricted housing unit, it will issue a "Qualification Letter" to the buyer, a copy of which will be provided to the title company upon request.
7. Purchase and Sale Agreement - Buyers must sign a "Purchase and Sale Agreement" within five (5) business days of the date of the Buyer Meeting with the Housing Department. Buyers will be given the five (5) business days to review the "Purchase and Sale Agreement" and are encouraged to get legal advice. Sellers and buyers shall make the Housing Department privy to the "Purchase and Sale Agreement." All financial information shall remain confidential except as noted in Section **16.10.500.A.7.a. Privy to Purchase and Sales Agreement.**
 - a. Earnest Money - At time of signing the "Purchase and Sale Agreement," one thousand dollars (\$1,000.00) in earnest money will be required. The check is made out to the title company referenced in the "Purchase and Sale Agreement."
 - b. Closing Date - In most cases, the buyer has fifty (50) days to close on the property. The Closing Date will be agreed upon between the buyer and the seller and will be included in the "Purchase and Sale Agreement." The closing date will be the date the buyer takes possession of the restricted housing unit.
 - c. Inspections - The buyer may perform inspections on the restricted housing unit commencing on the effective date of the contract until closing. However, the buyer will have 30 days from the effective date of the contract to notify the Housing Department of any objections to items found during inspections. Sellers shall make the restricted housing unit available for inspections. If the seller refuses to remedy the objection, the Housing Department will notify the buyer, and the buyer will have three (3) business days to give notice to the Housing Department of their intention, either:
 - i. Waiving the objection and proceeding to closing, or
 - ii. Terminating the "Purchase and Sale Agreement."
 - d. Facilitation - Pursuant to Wyoming Statute 33-28-101 through 124, the "Real Estate License Act of 1971", the Housing Department is participating in the transaction as

a facilitator without a Wyoming real estate license and in the performance of official duties.

- e. **Buyer's Acknowledgement** - The buyers will be required to sign a "Buyer's Acknowledgement" at closing. This document will certify that the buyers acknowledge receiving a copy of the restrictions as well as agreeing to allow the Housing Department to release the sales price of the home. In addition, by signing this form, the buyer agrees to the JTCHA's right of first option to purchase the unit in case of default.
- D. Business Option** - The "Business Option" is a mechanism specific to a developer's Housing Mitigation Plan that must be approved by elected officials on a case-by-case basis. It only applies to exempt units, meaning restricted housing units that are not required by the LDRs. The "Business Option" allows a business to identify a proposed purchaser from their employees or someone who has a material nexus to the business or organization, which would allow the household to have the first option to purchase the restricted housing unit.
- 1. **Purpose and Program Goals** - The intent of the "Business Option" program is to help qualified businesses house their employees by providing the employees first option to purchase. This program furthers the Jackson/Teton County Comprehensive Plan's goal of housing 65% of the workforce locally and its transportation goals.
 - 2. **Applicability** - This section applies to restricted housing units that have been approved by the Board of County Commissioners or Town Council for the "Business Option" program.
 - 3. **Qualified Business** - A qualified business is a non-profit entity, governmental entity, charitable foundation, or for-profit business which meets the definition of a qualified business according to the special restrictions on the property and/or the Housing Department Rules and Regulations.
 - a. **Qualified Business Application** - The business completes a "Qualified Business Application," which can be obtained from the declarant or from the Housing Department and submits it to the Housing Department. If the business has affiliates, it must be indicated on the application.
 - b. **Verification** - The Housing Department verifies that the business meets the criteria of a qualified business with the following documentation. The Housing Department may ask for additional documentation.
 - i. **Option Agreement** - The Housing Department verifies that the business is a true local business, organization, or government agency operating in Teton County.
 - ii. **Determination of Qualification.**
 - a) The Housing Department will provide a "Qualified Business Letter" once the verification process is complete and the business is approved to be a

qualified business. The Housing Department will then sign the “Option Agreement”; or

- b) If the business is not deemed to be a qualified business, the Housing Department will inform the business with a written letter and copy the declarant or option holder. The business will not be allowed to obtain an option if it is not approved as qualified by the Housing Department.
- iii. Cause for Expulsion - Any material misstatement of fact or deliberate fraud by a business in connection with any information supplied to the Housing Department shall be cause for immediate expulsion from the application process and/or for obtaining or keeping an option.

4. Option Procedures.

- a. Obtaining an Option - Options are available from a declarant or from another option holder. A declarant can choose to provide an option if the business is a qualified business and does so by recording an “Option Agreement” signed by the declarant, the Housing Department, and the qualified business. An option holder may provide an option to a qualified business by assigning the option.
- b. Notice of Right to Exercise or Waive Option - The Housing Department will immediately send a notice to the business holding the option (optionor) upon the following three events:
 - i. Housing Department’s receipt of a “Notice to Sell” by the owner of the property.
 - ii. Housing Department’s exercise of its default option as set forth in the special restrictions.
 - iii. The occurrence of a default and forced sale as set forth in the special restrictions.

This notice triggers the timeframe the optionor has to identify a proposed purchaser as outlined in the “Option Agreement.”

- c. Exercise of Option - An optionor shall have a timeframe as outlined in the “Option Agreement” to exercise the option. The timeframe will begin upon receipt of the “Option Notice.” To exercise the option, an optionor must notify the Housing Department on or before the expiration of the timeframe that they have identified a proposed purchaser for the home. Additionally, the proposed purchaser must submit a complete application, as outlined in Section **16.10.500.E.3.a**. Qualified Business Application, on or before the expiration of the timeframe. The Housing Department will take approximately five (5) business days to determine whether the proposed purchaser is:
 - i. Qualified under “Option Agreement.”

- ii. Qualified under terms of the Housing Department’s special restrictions.

The Housing Department will verify that the business continues to be a qualified business each time the option is exercised (See Section **16.10.500.E.3.b.** Verification).

- d. Waiver of Option - If the Optionor does not wish to exercise the option, they can sign the “Affidavit of Waiver” indicating they are waiving the option. This affidavit will be recorded with the Teton County Clerk’s Office.

In the case where an option is waived, the Housing Department will find a buyer using the process outlined in Section **16.10.500.C.** Sales and Resale Procedures of these Housing Department Rules and Regulations.

- i. Failure to Identify Purchaser during Required Timeframe - If the optionor does not identify a proposed purchaser on or before the expiration of the timeframe, the optionor will automatically have waived their option.
- e. Assignment - An optionor can assign its option to another qualified business. If at any time the business holding the option ceases to be a qualified business, they must assign the option. This is done using the following process:
 - i. Written Notice - The optionor provides the Housing Department with written notice that they wish to assign their option.
 - ii. Application - The business that is being assigned the option submits an application to the Housing Department to become a qualified business (see Section **16.10.500.E.3.a.** Qualified Business Application).
 - iii. Housing Department Approval - If the business qualifies, the Housing Department will provide a “Qualified Business Letter” to the business and sign the “Option Agreement.”
 - iv. Consideration - The assignment may not have any consideration except for consideration required to make the assignment legal.

- 5. Qualified Purchaser - The Housing Department will determine whether a household is qualified to purchase based on the following criteria:
 - a. Letter of Certification - The purchaser will be qualified by the Housing Department only if they have a material nexus to the optionor as approved by the Housing Department. A “Letter of Certification” form demonstrating the material nexus the proposed purchaser has with the Optionor must be completed by the optionor. The “Letter of Certification” form is available from the Housing Department. The optionor must deliver documentation satisfactory to the Housing Department that verifies (1) that the proposed buyer is a full-time employee of optionor; or (2) that the identified purchaser otherwise has a material nexus to optionor.

- b. **Qualified Household** - A Household will be qualified by the Housing Department using the Application and Verification process outlined in Section **16.10.500.D**. Purchase Procedures of the Housing Department Rules and Regulations.

If the identified purchaser does not qualify because of not meeting the Housing Department Rules and Regulations requirements, Housing Department special restrictions, or “Option Agreement,” and the timeframe has not expired, the optionor may identify another proposed purchaser.

- c. **Affidavit of Exercise** - When the Housing Department determines the household meets qualifying criteria of the “Option Agreement,” these Housing Department Rules and Regulations, and Housing Department special restrictions, the Housing Department will sign an “Affidavit of Exercise of Option Right” indicating the household is qualified. The optionor will also sign the “Affidavit of Exercise of Option Right” indicating they are exercising the option right. The affidavit will be recorded with the Teton County Clerk’s land records.

16.10.600 Rental Standards and Procedures.

- A. **Applicability** - All rental housing units administered by the Housing Department, including the Affordable Rental program (which includes legacy Employee housing units) and the Workforce Rental program (which includes the legacy ARU program), are subject to these Housing Department Rules and Regulations, with the exception of units that are owned by Teton County or the Town of Jackson and used for housing their employees. Section 6-1 does not apply to cases where the Housing Department has approved rental of a room in a unit.

- B. **Rental Standards.**

- 1. **Affordability** - To ensure that the rents are affordable to households earning less than one hundred and twenty percent (120%) AMI for Affordable units, rents will be calculated using the following method (rents for workforce units are set by owner and have no cap):
 - a. **Standard of Affordability** - The standard for affordability provided by HUD is that no more than thirty percent (30%) of a household’s income should be spent on housing costs. Included in this thirty percent (30%) are rent, property tax, water, sewer, gas and/or electric, and trash removal. One parking space is required at no charge to the tenant unless otherwise approved by the Town Council or Board of County Commissioners.
- b. **Household Size for Rent Calculation** - For purposes of calculating rental rate only:

Studio:	One (1) person
One-bedroom:	One (1) person
Two-bedroom:	Two (2) persons
Three-bedroom:	Three (3) persons
Four-bedroom:	Four (4) persons

- c. Calculation of Rent - Monthly rent will be the lower income limit for each respective affordability range (specific to the number of bedrooms to determine household size), divided by twelve (12), and multiplied by thirty percent (30%). Studio units may charge eighty percent (80%) of a one-bedroom unit. Dorm units may charge seventy-five (75%) of a studio. See Section 16.10.003(C) for income ranges.
 - i. “Plus” Units - Fifty dollars (\$50) will be added for “Plus” units. “Plus” units have extra floor area for offices, play areas, etc.
 - ii. Lease Renewals - The rent will be calculated each year and applied to a lease renewal. Tenants will be notified three (3) months in advance of the new lease amount. The new calculation will also be applied for new households signing a lease.
 - d. Tenant households must qualify under the housing program designated to each unit. See Section 3-3. Tenant households will be required to re-qualify annually. Household income will qualify as long as it is below the income limit for the income range.
 - e. All leases are required to be approved by the Housing Department.
2. Primary Residence.
- a. Occupancy Requirement - Households shall physically occupy their home full-time at least eighty percent (80%) of the term of their lease.
 - b. Business Activity Restricted - Households who rent a restricted housing unit shall not engage in any business activity in such dwelling, other than any home occupation use permitted in that zoning district and as permitted in the Lease Agreement.
 - c. No Guests for an Extended Period - Households who rent restricted housing units shall not permit any adult guests over the age of 18 for periods in excess of thirty (30) cumulative days per calendar year.
3. Eviction - In the event that a tenant household is in default of their lease agreement, they will be evicted from the rental unit. The eviction process will be in accordance with Wyoming law and all applicable Wyoming Statutes.

C. Rental Procedures.

- 1. Selection Process - A unique process applies for selecting each qualified household within each housing program. The following sections provide specific details regarding the Housing Department-administered rental housing programs.
 - a. Weighted Drawing - When an Affordable rental owned by the Housing Authority is available, tenants will be identified through the weighted drawing process.

Applicants will submit a complete application, which will be kept on file for one year (Affidavits of Current Employment will need updating after six (6) months). Weighted Drawing entries for drawings entered within the one year will only need to submit a Weighted Drawing Entry Form assuming a complete up to date application is on file with the Housing Department. A qualified household shall be selected to rent according to the rules set forth in these Housing Department Rules and Regulations, Section **16.10.400** Weighted Drawing.

- b. First Come First Served - In the event no weighted drawing entries are received during the weighted drawing entry period, the selection process will be determined by a first come first served basis. The first qualified household submitting a complete application will be allowed an opportunity to rent if eligible.
 - c. Complete Application – Each household entering a weighted drawing to rent a restricted housing unit owned by the Housing Authority is required to submit a completed “Application for Restricted Rental Housing” and or a “Weighted Drawing Entry” form. Weighted Drawing Entry Forms will only be accepted if a complete and up to date application is on file with the Housing Department. A certification page will also be signed by the applicant and notarized. In addition, an “Authorization to Release Information” is signed by the applicant, which allows the Housing Department to obtain banking information and any other relevant information. Application forms can be obtained from the Housing Department or from the Housing Department’s website.
2. Verification of Selected Household - The Housing Department verifies that each household selected to rent a restricted housing unit meets the qualification and eligibility requirements specific to the restricted housing unit.
 3. Materials Required - To determine that a household desiring to rent a restricted housing unit meets all of the required criteria, the Housing Department will request all of the following for a complete application, which will be submitted at weighted drawing entry:
 - a. Housing Department Application for Restricted Ownership or Rental Housing - Completed and signed Housing Department Application for Housing.
 - b. Weighted Drawing Entry Form - Completed and signed “Weighted drawing Entry” form. See Section **16.10.500.D.3.a**. Materials Included with Application.
 - c. Credit Report - Full three-bureau credit report that reflects credit scores for all adult household members dated no more than 30 days from submittal of application.
 - d. Federal Income Tax Returns - Signed federal income tax returns (electronic signature is not sufficient) and all attachments (including W-2s, 1099s) and schedules for the last two (2) years for all adult household members.

- e. Verification of Current Employment in Teton County - One or more of the following will be required for verification of Current Employment in Teton County includes:
 - i. Wage stubs;
 - ii. Employer name, address, and phone number;
 - iii. Contract for employment;
 - iv. “Authorization to Release Information” form signed by all adults in the household to obtain third party employment verifications; and

If deemed applicable, the Housing Department may request the following be submitted with an application:

- i. If self-employed, three (3) years of business and personal tax returns along with a current “Profit and Loss Statement” and balance sheet.
 - ii. “Verification Form for Accessible Unit Preference.”
 - iii. Any other documentation that the Housing Department deems necessary to determine qualification, such as, divorce decrees, Social Security income, rental income, etc.
- 4. Verification of Application - To protect the interests of the community that has invested in the creation of restricted housing units, the Housing Department verifies that information submitted on the application is true and correct and may request documents outlined in Section **16.10.500.D.4**. Verification of Application to assist in this process. All financial information shall remain confidential, except as documented in Section **16.10.500.A.7.a**. Privy to Purchase and Sales Agreement.
- 5. Qualification Letter - After the Housing Department verifies that the household meets the qualification and eligibility criteria for the particular restricted housing unit, it will issue a “Qualification Letter” to the potential renter within 10 business days.

16.10.700 Compliance and Exception, Appeal, and Grievance Standards and Procedures.

- A. **Compliance Process** - Special Restrictions are recorded on all Housing Department homes. These restrictions control the occupancy and use of the unit. They also refer to these Rules and Regulations

The Housing Department Compliance Specialist monitors occupancy and use restrictions to ensure owners are in compliance, and acts on various complaints from the public concerning compliance issues. The Housing Department Compliance Specialist also receives and processes requests for exceptions, appeals, leave of absence, requests to rent, transfer of title, and qualified mortgages.

1. Compliance Requirements.

- a. Affordable Units - - Owners of Affordable housing units with restrictions recorded after June 4, 2018 will receive annual requests for information concerning employment, insurance requirements, ownership of residential real estate and occupancy of the unit. Owners of Affordable housing units with restrictions recorded prior to June 4, 2018 are not required to verify continued employment annually or ownership of residential real estate, however, they may be required to verify occupancy and insurance requirements.
- b. Employment-based and Workforce Housing Units - Employment-based units and Workforce housing units are required to provide information to the Housing Department annually concerning income, employment and ownership of other residential real estate.
- c. Employee Housing Units - Owners of Employee housing units will be required to submit information annually about the occupants of the units, their income, employment, and ownership of other residential real estate.
- d. Accessory Residential Units - Owners of ARUs will be required to annually submit information concerning the occupants of the units, their employment, and ownership of residential real estate.
- e. Exemption for Retirees - During ownership, if one (1) member of the household meets the retirement age as defined by the Federal Social Security Administration defined in these Housing Department Rules and Regulations, the household will be exempt from continued compliance with income and employment eligibility standards.

2. Submittal and Timeline.

- a. Housing Department Request for Information - The Housing Department will send a letter to owners of restricted units requesting information. The letter will outline what type of information is required based on the unit's restrictions. The owner will be given thirty (30) days from the date of the letter to submit the requested information to the Housing Department.
- b. Default - Failure by the owner to submit requested information will be considered default.

3. Common Default Violations - In cases where the restriction defines the default process, it will control the process. If the restriction does not define the process, the default process is as follows:

Common violations include, but are not limited to:

- a. Occupancy - A household that does not occupy the restricted housing unit for the number of months in a calendar year as required by the restriction is in violation of the Housing Department Rules and Regulations.
- b. Guests - Guests over the age of 18 are not allowed to occupy a restricted housing unit in excess of 30 cumulative days per calendar year.
- c. Renting - Renting a restricted ownership unit is only allowed per the restrictive covenant or as set out in Section **16.10.500.B.2. Rental Procedures for Owner-Occupied Properties.**
- d. Leave of Absence - Leaves of absence must be preapproved if the household is expected to be gone longer than permitted by the Housing Department Rules and Regulations or the deed restrictions.
- e. Pets - Specific policies for pet ownership are outlined in the Covenants, Conditions and Restrictions and/or the Master Rules and Regulations and are enforced by the Homeowners Association. Policies for rental units are outlined in the lease agreement.
- f. Mortgage Delinquency - Failure to maintain obligations required under any mortgages is considered a default under special restrictions.
- g. HOA Delinquency - Failure to pay Homeowners Association dues is considered a violation of the special restrictions.
- h. Ground Lease Delinquency - It shall be an event of default if lessee fails to pay the ground lease fee or other charges required by the terms of the lease.
- i. Water/Sewer Dues Delinquency - Unpaid water and sewer dues can result in a lien placed on property that would constitute a violation of the special restrictions.
- j. Employment Verification - Employment-based and Workforce units require an owner to work an average of 30 hours per week at a local business located in Teton County, Wyoming. The owner must earn at least 75% of their household income at a local business within Teton County. Annual verification of employment and income is required for owners of Employment-based and workforce restricted housing units.

Affordable units built after June 4, 2018 will be required to provide proof of employment in Teton County at a local business.

- k. Ownership of Residential Property - Owners of Employment-based and Workforce housing units are not allowed to own residential property within 150 miles of Teton County. All renters of Housing Department-administered rental units are not allowed to own residential property within 150 miles of Teton County.

- l. Estate Planning - Restricted housing units cannot be put into a trust. A trust does not meet the definition of qualified household and therefore cannot own a restricted housing unit. The Housing Department does accept other related documents for estate planning (Non-testamentary Deed upon Death).
 - m. Covenants, Conditions and Restrictions (CCR) Violations - Any default or breach of the CCRs, Mortgage Agreements, and/or Master Rules and Regulations is considered a default of the special restrictions or ground lease. This includes but is not limited to prompt payment of Homeowners Association dues and ground lease fees.
 - n. Bankruptcy – Restrictions are recorded on properties with the strict intent that the restrictions will run with the property in perpetuity. Restrictions may not be stripped from the property in cases of bankruptcy
- B. Process for Default Contested Case Hearings** - All default hearings are conducted in compliance with the Wyoming Administrative Procedures Act and are contested cases for which the rules and processes are set forth herein. All requests for hearings and subsequent documents shall be submitted and filed with the Housing Department, and all records related to the contested case hearing shall be maintained by the Housing Department.
1. Notice of Default - When the Housing Department deems an owner to be in default of a special restriction, the Housing Department shall notify the owner with a Notice of Default Letter.
 - a. The Notice of Default shall be sent to the owner via U.S. Mail certified with return receipt requested and via email, if an email address is known. The letter will be considered delivered on the date it is sent.
 - b. The owner shall have thirty (30) days from the date of the Notice of Default to:
 - i. Cure the default,
 - ii. Request a default hearing of the Jackson/Teton County Housing Authority Board, or
 - iii. Provide the Housing Department with a “Letter of Intent to Sell” the home or unit in accord with the special restriction.
 - c. The Housing Department shall determine what constitutes a cure of the default based upon the special restriction and the circumstances of the owner.
 2. Request for Default Hearing - In the event the owner fails to cure the default or desires to challenge the default identified by the Housing Department, the owner may request a hearing before the Jackson/Teton County Housing Authority Board (JTCHA) to determine the merits of the allegations of the default.

- a. To request a hearing, the owner must submit a “Request for Default Hearing” form to the Housing Department within the thirty (30) day cure period.
 - b. A fee shall be charged by the Housing Department for such “Request for Default Hearing.” The fee amount will be set annually in a separate document titled “Annual Fees” to be updated and published by the Housing Department.
3. Failure to Respond to Default - If the owner fails to respond to the Notice of Default, the Housing Department will consider the non-action or failure to respond as a breach of default and shall take steps to enforce the default in accord with the applicable Special Restriction and/or the Housing Department Rules and Regulations. Enforcement of the breach or violation includes but is not limited to forcing the sale of the home or unit.
4. Default Hearing.
 - a. JTCHA may designate a Hearing Officer and sign an “Order Appointing the Hearing Officer.” If JTCHA desires, they can elect to appoint a non-exclusive Hearing Officer for a period of two (2) years, recognizing that there may be a need to appoint a different Hearing Officer in some cases including but not limited to a conflict of interest or absence.
 - b. Within thirty (30) days of the signed Order, the Hearing Officer will issue a scheduling order, which shall include the Official Notice of Hearing, and deadlines for the parties to submit evidentiary documents, exhibits, witness lists, and/or pre-hearing memorandums.
 - c. Evidentiary documents, exhibits, witness lists, and/or pre-hearing memorandums, to include a written statement of facts, conclusions of law, and proposed order shall be exchanged by the parties, filed with the Housing Department in the contested case proceeding, submitted to the Hearing Officer and to the JTCHA, at least fifteen (15) days prior to the hearing date. Any document or witness not included in these submissions by the deadline shall not be raised at the hearing and shall not be admitted into evidence at the hearing.
 - d. Hearing proceedings may be recorded but are not required to be transcribed. If either party wishes to have a court reporter present to transcribe a hearing, all associated costs shall be paid by the party unless the parties agree to share costs.
 - e. All witnesses who provide testimony at the hearing will be sworn in under oath by either a court reporter if one is present, the Hearing Officer, and if no Hearing Officer, the JTCHA Chair. The parties shall be permitted to cross-examine witnesses, and the JTCHA and the Hearing Officer shall have the opportunity to ask questions of the witnesses and Housing Department staff.
 - f. The Housing Department’s determination the Notice of Default is presumed to be correct, and the burden of proof shall be on the complainant, not on the Housing Department.

- g. If the owner requires an interpreter, the Housing Department will make arrangements to provide one and bear the costs.
 - h. If the complainant fails to appear at the hearing, the JTCHA may make a determination to postpone the hearing, can proceed to review the evidence based upon the written submissions, or can deem the failure to appear as a breach of default.
5. JTCHA Deliberation and Decision.
- a. Deliberation - The Hearing Officer or JTCHA Chair, if no Hearing Officer is present, shall close the evidentiary hearing, and the Housing Authority Board will commence deliberation in public to include the following:
 - i. The JTCHA will examine the special restriction, the evidence presented in writing, and any testimony provided at the hearing and shall make a determination on the allegations of the Notice of Default based upon the preponderance of evidence standard of review.
 - ii. The burden of proof shall be on the owner to refute the alleged default.
 - b. JTCHA Decision - The JTCHA Decision will be to either:
 - i. Affirm the Housing Department's Notice of Default. The Housing Department would proceed to exercise its remedies against the owner according to the special restriction or ground lease recorded on the property, or
 - ii. Reject the Notice of Default of the Housing Department and no further action would be pursued for the specific alleged default under the special restriction or ground lease recorded on the property.
 - c. JTCHA Decision and Motion - The JTCHA shall make a motion in the affirmative {e.g.: I move to affirm the Housing Department's assertion that the owner (owner's name) of (address) is in default of the Special Restriction recorded on the property pursuant to the Notice of Default.} The motion shall receive a second. JTCHA will enter into discussion on the motion and vote. If the motion carries, the JTCHA affirms the Notice of Default. If the motion fails, the JTCHA has decision.
 - d. Order of Decision - The prevailing party will draft the Findings of Fact and Conclusions of Law and Order, which shall set forth the Board's decision. The Findings of Fact and Conclusions shall be transmitted to the Hearing Officer, then reviewed and approved by the JTCHA at a subsequent meeting of the JTCHA in a timely manner no later than sixty (60) days following the hearing date, which shall be properly noticed and open to the public. The Order shall be filed in the contested case file with the Housing Department. No appeal of the JTCHA decision shall be made to the Jackson Town Council or the Board of County Commissioners. Any

appeal of the JTCHA Order shall be to the District Court of Teton County, Wyoming, unless otherwise stated in the Special Restriction.

C. Process for Exception Hearing Process.

1. Request for Exception - The Housing Department will consider requests for exceptions to rules pertaining to qualification and eligibility criteria as well as to rules pertaining to occupancy and use. Granting of exceptions is rare; however, it is recognized that certain unique circumstances exist that are not contemplated in these Housing Department Rules and Regulations. Exceptions will only be granted in unique circumstances that are beyond control of the household and are not addressed in these Housing Department Rules and Regulations. Requests for exceptions must be submitted prior to the opening of a weighted drawing for a home. In cases where a weighted drawing is not used for identifying a buyer, the request must be submitted prior to submission of an application. All Requests for Exceptions are subject to the review and approval of the Housing Manager

A household may submit a “Request for Exception” to the Housing Department using the “Request for Exception” form with the required fee, which is specified in a separate “Fee Schedule” document that is updated annually. The Housing Manager will review and render a decision on the Request for Exception within fifteen (15) days from the date of submittal.

2. Request for Exception Hearing Process - If the Request for Exception is denied by the Housing Manager, the applicant may request a hearing of the JTCHA.
 - a. Submit a Request for Hearing form with a fee to the Housing Department within fifteen (15) days of the date of denial of “Request for Exception.”
 - i. Requests for Exception Hearings must contain the following information:
 - a) The particular ground(s) upon which it is based, including a copy of the Request for Exception and the Housing Manager's decision;
 - b) The action or remedy requested;
 - c) The name address, telephone number of the complainant and similar information of complainant’s representative, if any;
 - d) Proof of notification of hearing request to the housing unit’s Homeowners Association, if applicable; and
 - e) Appeal Fee.

3. Housing Department Review and Recommendation - All requests for hearings will be reviewed by Housing Department for completeness and provided to the JTCHA Board within thirty (30) days with a recommendation for action, copied to the complainant and/or representative.

4. Hearing - The hearing will be heard by the JTCHA Board at a properly noticed meeting scheduled at least thirty (30) days following the Housing Department's receipt of the "Request for Hearing" to ensure notice and due process.
 - a. Hearing Officer.
 - i. JTCHA may designate a Hearing Officer and sign an "Order Appointing the Hearing Officer." If JTCHA desires, they can elect to appoint a non-exclusive Hearing Officer for a period of two (2) years, recognizing that there may be a need to appoint a different Hearing Officer in some cases including but not limited to a conflict of interest or absence.
 - ii. If a Hearing Officer is designated, within thirty (30) days of the signed order, the Hearing Officer will send out a scheduling order (Official Notice of Hearing) and timeline.
 - iii. Hearings may be recorded and are not required to be transcribed. If owner wishes to have a hearing transcribed, all associated costs shall be paid by owner.
 - b. Hearing Process.
 - i. JTCHA may designate a Hearing Officer and sign an "Order Appointing the Hearing Officer."
 - ii. Within thirty (30) days of the signed order, the Hearing Officer will send out a scheduling order (Official Notice of Hearing) and timeline for the parties to submit evidentiary documents and a list of witnesses.
 - iii. Evidentiary documents and witness list along with a written statement of facts shall be submitted by each party to the opposite party fifteen (15) days prior to the hearing date.
 - iv. Hearings may be recorded and are not required to be transcribed. If owner wishes to have a hearing transcribed, all associated costs shall be paid by owner.
 - v. All witnesses that provide testimony will be sworn in under oath by the court reporter, and if no court reporter, the Hearing Officer, and if no Hearing Officer, the JTCHA Chair. Both parties shall be permitted to cross-examine witnesses, and the JTCHA shall have the opportunity to ask questions of the witnesses and Housing Department staff.
 - vi. The Housing Department's decision concerning the exception will be assumed correct, and the burden of proof shall be on the complainant.
 - vii. If the complainant fails to appear at the hearing, the JTCHA may make a determination to postpone the hearing, may make a determination based upon the evidence submitted, or may dismiss the matter for failure to appear.

- c. JTCHA Decision Binding - Based on the evidence considered at the hearing, the JTCHA will provide a decision by means of a motion and majority vote. The decision of the JTCHA shall be binding, and the Housing Department shall take all actions necessary to carry out the decision. No appeal of the JTCHA shall be made to the Town Council or County Commissioners. Any appeal shall be made to the District Court of Teton County, Wyoming.
- 5. Other Remedies - The Housing Department shall have the right to enforce the provisions of these Housing Department Rules and Regulations under any civil or criminal remedy provided under Wyoming Law.
- D. Grievance Procedure** - A grievance is any dispute that seller, buyer, or owner may have with the Housing Department with respect to an action or failure to act in accordance with the individual's rights, duties, welfare, or status. A grievance may be presented to the Housing Department under the procedures below.
 - 1. Request for Grievance Form - Any grievance must be presented in writing to the Housing Department on the "Request for Grievance" form and include:
 - a. The particular ground(s) upon which it is based;
 - b. The action or remedy requested;
 - c. The name address, telephone number of the complainant and similar information of complainant's representative, if any; and
 - d. Grievance fee.
 - 2. Housing Department Review and Decision.
 - a. The Housing Department Housing Manager will review all "Requests for Grievances."
 - b. The Housing Manager shall issue a written letter summarizing the decision regarding the requested grievance within thirty (30) days of receipt of the "Request for Grievance." The letter will be sent via U.S. mail certified return receipt requested and via email if an email address is known.
 - c. The applicant may request a hearing of the JTCHA pursuant to Section 16.10.007.3.a.2. if the grievance decision of the Housing Manager is disputed.

16.10.800 Occupancy and Use

Rental and ownership units have occupancy and use restrictions. Households will be required to obey the following occupancy and use restrictions.

- A. **Household Income** - Households who own or rent a Workforce home and households who rent an Affordable home will be required to requalify annually to verify that their income meets the requirements of the restriction.
- B. **Employment Requirement** - Households who own or rent a Workforce or Affordable home will be required to verify that they are meeting the employment requirement. At least one adult in the household must be employed with a local business a minimum of an average of thirty (30) hours per week or one thousand five hundred sixty hours annually. The employment calculation will be based on the prior calendar year. Affordable homes sold prior to June 4, 2018 will not have this requirement.
- C. **No Teton County Residential Real Estate** - No member of the Qualified Household may own (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) residential real estate within one hundred fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
- D. **Occupancy**
1. Household Occupancy - Each residential unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a residential unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Each owner of an owner-occupied residential unit shall physically reside therein on a full-time basis, at least ten (10) months each year (a year being twelve (12) months beginning with the first month following the month the household took ownership).
 - a. Leave of Absence - The Housing Manager of the Housing Department may grant a one (1) year leave of absence if the household submits a "Request for Leave of Absence" form, along with the coinciding fee.
 - b. Permission to Rent - Owners who need a leave of absence may request to rent their residential unit. This is done by submitting a "Request to Rent" form to the Housing Department along with the coinciding fee.
 - c. Attainable Housing Program Exception - Attainable housing owners are allowed to rent a room in their home as long as the owner still occupies the units on a substantially full-time basis (9 months per year as required by their Special Restriction).
 2. Owner Occupancy - Owners of Affordable or Workforce rental units shall not reside in or occupy the residential unit. For purposes of this paragraph, if owner is an entity (including without limitation, a partnership, limited partnership, Limited Liability Company, corporation, association, or other) or a trust, this prohibition on owner-occupancy shall extend to any partner, member, shareholder, other principal or owner of the entity, and any trustee or beneficiary of the trust.
 3. Household Composition - Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a residential unit, provided that such owner-restriction does not violate federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the residential unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.

4. Guests - No persons other than those comprising the Qualified Household shall be permitted to occupy Affordable or Workforce rental units for periods in excess of ten percent (10%) of the rental term in cumulative days per calendar year. No persons other than those comprising the Qualified Household shall be permitted to occupy Affordable or Workforce ownership units in excess of thirty (30) cumulative days per calendar year.

E. Use

1. Business Activity - No business activities shall occur in a residential unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
2. Compliance with Laws, Declaration - The residential unit shall be occupied in full compliance with these Housing Rules and Regulations, Special Restrictions, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.
3. Maintenance - The owner shall take good care of the interior of the residential unit and all other aspects of the residential unit not otherwise maintained by the homeowner's association and shall make all repairs and maintain the residential unit in a safe, decent, sanitary (see definitions) manner. In case of damage to the residential unit the owner shall repair the damage or replace or restore any destroyed parts of the residential unit as speedily as practical.
4. Capital Improvements - The owner may only undertake capital improvements according to these Rules and Regulations (Section 5-1.e). The policy includes but is not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.
5. Insurance - The owner shall keep the residential unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the residential unit.
6. Periodic Reporting, Inspection - In order to confirm compliance with the Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, Owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to Owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with the Special Restrictions and the Rules and Regulations and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.

16.10.900 Definitions.

A. Definitions.

1. **Accessible Unit:** A unit that has been built or adapted with specific design features that make the unit accessible to those with mobility and hearing handicaps.

2. **Application:** A packet that households who are selected in an affordable housing weighted drawing submit for Housing Authority staff to verify that the household is qualified to purchase the home. The application consists but is not limited to the following:
 - a. Housing Department Application for Restricted Ownership or Rental Housing
 - b. Signed Certification and Oath
 - c. Signed Authorization to Release Information
 - d. Completed Lender's Qualification Worksheet (completed by lender)
 - e. Full three tier Credit Report that includes credit scores. (Can be obtained from lender)
 - f. Previous two years of tax returns with W-2s
 - g. Employment Affidavit for each job currently held by wage earners in the household
 - h. If self-employed, previous three years of tax returns with an income statement and a balance sheet.
3. **Appeal:** A process requested by an applicant/owner/renter when they understand the qualification, eligibility, and preference criteria and have requested an exception from the Housing Manager and have been denied.
4. **Approved Lending Institution:** Approved lending institutions include institutional lenders; community loan funds, or other similar nonprofits; or other legitimate, non-affiliated finance companies. See Definitions of Institutional Lenders and Community Loan Fund.
5. **Asset:** see Household Net Asset.
6. **Assigned Number:** A computer-generated number based on first name of applicants in alphabetical order that households are listed in a weighted drawing.
7. **Area Median Income (AMI):** A figure published annually by HUD which is calculated by dividing households residing in counties into two equal segments with the first half of households earning less than the median household income and the other half earning more.
8. **Authorization to Release Information Form:** This form, which an affordable housing applicant signs, allows the Housing Department staff to verify information supplied by applicants from banks, employers, etc.
9. **Balance Sheet:** A statement of the total assets and liabilities of a business.
10. **Bid Period:** The time period that the Housing Authority accepts bids for an available housing unit. The bid period only takes place if no weighted drawing entry sheets are submitted for an available restricted housing unit.

11. **Borrowed Light:** An indirect source of natural light; for example, a room in a home uses borrowed light when it has a window that looks into another room, where the other room receives direct sunlight.
12. **Capital Improvements:** Improvements done to the home for which the homeowner can receive credit. The capital improvement requires an expenditure that either increases the value of the property or extends its life expectancy.
13. **Caregiver:** A full-time Teton County, Wyoming; Teton County, Idaho; or Lincoln County, Wyoming resident who is or was volunteering all or a portion of their time caring for their own children or an ailing or disabled immediate family member and was therefore unable to gain full-time employment in Teton County.
14. **Closing Date:** The date on which ownership of property transfers from the former owner to the new owner.
15. **Combined Loan to Value. (CLTV)** Loan to Value is the ratio of the loan amount to the value of the home. Combined Loan to Value is when a second mortgage exists and the two loan amounts are combined and compared to the value of the home
16. **Community Loan Fund:** A loan fund that is set up in a community for the purpose of providing down payment assistance or other types of loans for restricted housing units.
17. **Critical Services Provider:** An employee or volunteer of a community based institutional or non-profit organization on call 24 hours per day for public safety emergencies.
18. **Debt to Income. (DTI)** This is a ratio that compares the amount of debt a household has to the amount of income they make. It is used to analyze the ability of a household to pay their debt.
19. **Deed Restriction:** A document recorded against a housing unit that describes the unit's housing program. It provides restrictions on the purchase, occupancy, use, and resale of the restricted housing unit. A deed restriction is a type of restrictive covenant that is recorded at the time of certificate of occupancy.
20. **Dependent:** A child or adult who lives with the household and can be claimed on the tax returns of an adult in the household
21. **Developer:** An individual or group who builds housing.
22. **Disabled:** Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.
23. **Earnest Money:** Money that a buyer gives to a seller to bind a contract. Earnest money goes toward the costs of the purchase of the home and is held in escrow by the title company until closing.

24. **Eligibility Criteria:** Criteria defined in either the Deed Restriction or the Housing Department Rules and Regulations, which are used to measure whether a household is eligible to apply for a unit.
25. **Employment-Based:** A restricted housing unit where occupancy is limited to employees in Teton County, Wyoming. There are no income qualifications for an occupant. This type of unit may include, but is not limited to, Accessory Residential Units and Employment-Based Units.
26. **Employment Requirement:** At least one member of a household must demonstrate an average of 30 hours per week (1560 hours per year) of employment in Teton County, Wyoming; or demonstrate a clear intent to work an average of 30 hours per week in Teton County, Wyoming (must have been hired even if hasn't started the job yet.)
27. **Exception:** If a household understands the eligibility and qualification criteria, but feels their situation is unique and there is a compelling reason the rule(s) should not apply to them, they may request an exception. Exceptions are only considered before a weighted drawing process opens or before an application is submitted.
28. **Fair Market Rents (FMR):** Fair market rents are the maximum chargeable gross rent, including utilities, in an area for projects participating in the Housing and Urban Development (HUD) Section 8 Program. The HUD Section 8 Program targets incomes of 80% and below of the Median Family Income (MFI). The Jackson/Teton County Affordable Housing Department does not participate in HUD's Section 8 Program; however, FMR applies to some Employee Housing rental units. The rental rate corresponds to the amount of bedrooms in a unit.
29. **Final Development Plan Approval:** The point in the development review process when either the Teton County Board of County Commissioners or the Town of Jackson Town Council approves a development.
30. **Final Inspection:** The inspection that is done on a home at least 48 business hours before closing on the sale of the home. The purpose is to determine whether the home has been properly cleaned and that proper maintenance and repairs have been completed.
31. **Finance Company:** A company that regularly makes loans to clients.
32. **Garage:** An enclosed shelter for automotive vehicles.
33. **Grievance:** A dispute that sellers, buyers, or owners may have with the Housing Department with respect to an action or failure to act in accordance with the individual's rights, duties, welfare, or status.
34. **Habitable Floor Area:** Habitable floor area is floor area used for living purposes, usually having access to heat, plumbing, and electricity. It includes foyers, hallways, restrooms, closets, storage, and other common areas within a building. Habitable floor area does not include mechanical rooms, elevators and fireplaces. Habitable floor area is measured either

from the exterior of the faces of the building or the exterior limits of any interior wall that separates habitable floor area from uninhabitable floor area, whichever is applicable.

35. **Handicapped:**

- a. **Hearing Impaired:** Individuals with hearing measures between 25 dB and total hearing loss.
- b. **Mentally Challenged:** Individuals who have an intellectual functioning level that is well below average and that causes significant limitations in daily living skills.
- c. **Mobility Impaired:** Individuals who have reduced function of legs and feet that leads them to be permanently dependent on a wheelchair or an artificial aid to walking.

36. **Heir:** A person legally entitled to the property of another person upon the latter person's death.

37. **Homebuyer Education:** Class required by the Jackson/Teton County Housing Authority for households to be eligible to purchase a restricted housing unit. The class educates homebuyers about the entire home buying process.

38. **Homeowners' Association:** An organization comprised of neighbors concerned with managing the common areas of a subdivision or condominium complex. These associations take on issues such as plowing, clearing sidewalks, painting exteriors of a subdivision and collecting dues from residents. The homeowners' association is also responsible for enforcing Covenants, Conditions & Restrictions (CC&Rs) that apply to the property. They do not enforce Deed Restrictions.

39. **Household Income:** The current income going forward 12 months of all adult wage earners within a household before taxes. Income from dependents that are enrolled in college or another type of school is not included in the household income calculation. For self-employed individuals, Income is the net income from the business with depreciation added back in averaged over either the life of the business or the last three (3) years, whichever is shorter. Other types of deductions may be added back in as well, such as home business use.

40. **Household Net Assets:** The value of all assets over \$500 in value including, but not limit too, bank accounts, investment accounts, life insurance, furniture, automobiles, jewelry, computer equipment, real estate, and recreational equipment; less any debt the household has. Net assets do not include retirement accounts, business assets are limited to liquid assets.

41. **Housing Programs:** Programs intended to provide housing for the workforce of Teton County and administered under the Jackson/Teton County Affordable Housing Department. They include ownership and rental units created through the Land Development Regulations, through the direct construction of restricted housing units, or the financing thereof.

42. **Housing Mitigation Plan:** The portion of a development plan that specifies how an applicant will satisfy the Affordable and/or Workforce Housing requirements in Division 6.3.6 of the Teton County and Town of Jackson Land Development Regulations.
43. **Immediate Family Member:** Individuals that include a parent, spouse or child, including stepchildren, foster children, step-parents and foster parents.
44. **Initial Inspection:** An inspection done on a home once a letter of intent to sell is received by the Housing Department. The purpose is to inform the seller of the selling process and to check for maintenance and repairs that may be required before the sell occurs.
45. **Institutional Lender:** A lender that is a legitimate financial institution that regularly loans money for real estate transactions.
46. **Joint Tenancy:** When two or more people own property as joint tenants and one owner dies, the other owners automatically own the deceased owner's share. No will is required.
47. **Leave of Absence:** Permission granted by the Housing Department for an owner of a restricted housing unit to be absent from the unit for an extended period of time for a legitimate and compelling reason, without violating the unit's deed restriction.
48. **Lawful Permanent Resident:** Any foreign national who has been granted the right to reside permanently in the United States. Lawful Permanent Residents may apply for Affordable and Attainable housing but are ineligible to apply for Employment-Based housing, as it is available for US Citizens only.
49. **Lender's Qualification:** The Institutional Lender's judgement of the household's financial ability to obtain financing for purchasing a home.
50. **Letter of Intent to Sell:** A letter that a homeowner submits to the Teton County Housing Authority informing the Housing Department that they desire to sell their restricted housing unit. The Housing Department must receive this letter before the selling process can begin.
51. **Liabilities:** Any debt, loans, or balances that a household owes. Liabilities are subtracted from assets when calculating Household Net Assets.
52. **Living Space:** A room in a home used by a family for leisure activities, entertaining guests, etc. It includes space for couches, chairs, tables, and may open to the kitchen.
53. **Local Business:** A) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job Or B) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job

54. **Maintenance:** A repair or maintenance item is an expenditure that restores a property to a sound state.
55. **Maintenance Adjustment:** The amount of money credited to the buyer at closing for maintenance, cleaning, or repairs that are found to be needed on the home at the final inspection.
56. **Maximum Rental Rates:** The maximum rental rate that may be charged to a tenant occupying an Employee Housing unit. The rates must include basic utilities (water/sewer, electric, gas, and trash removal). The specific restriction recorded on the unit instructs the method to be used to calculate maximum rental rates.
57. **Maximum Resale Price:** The maximum amount that a restricted housing unit can be sold for. This price is calculated by the Housing Department according to the restricted housing unit's deed restriction or the Housing Department Rules and Regulations.
58. **Maximum Resale Letter:** A letter given to a seller of an Affordable or Employment-Based housing unit informing them of the maximum amount that the unit may be sold for
59. **Maximum Sales Price:** The maximum amount that newly-provided ownership housing units can be sold for initially. There is 10 percent reduction from the maximum sales price for no garage and a 20 percent reduction from the maximum sales price if the unit is below grade.
60. **Median Family Income (MFI):** The Department of Housing and Urban Development (HUD) calculates this figure by dividing households residing in counties into two equal segments with the first half of households earning less than the median household income and the other half earning more. Then, adjustments are made based on family size. The Jackson/Teton County Affordable Housing Department uses MFI to determine eligibility for restricted housing units. The Housing Department also uses MFI to calculate maximum sales prices.
61. **Military Service:** Active deployment in the U.S. Armed Services for any amount of time. Military Service counts as employment in Teton County, Wyoming for the sake of gaining the 1-year eligibility in the weighted drawing if the person deployed met employment criteria in Teton County Wyoming for minimum of two years immediately prior to deployment.
62. **Net Livable Floor Area:** This area is calculated on interior living area and is measured interior wall to interior wall, including all interior partitions including, but not limited to habitable basements and interior storage areas, closets and laundry areas. Exclusions include, but are not limited to, uninhabitable basements, mechanical areas, exterior storage, stairwells, garages (either attached or detached), patios, decks and porches.
63. **Nonqualified Transferee:** A household to whom the title of a restricted housing unit is transferred, but it does not meet the qualification and eligibility standards set out in these Housing Department Rules and Regulations.

64. **Occupancy Requirements:** A type of preference used in the Affordable and Employment-Based Programs' weighted drawing selection processes through which household is eligible to enter a weighted drawing based on how closely it aligns with the unit size.
65. **Original Purchase Price (OPP):** The amount the current homeowner originally paid for the home.
66. **"Plus" Units:** Restricted housing units that have extra floor area for offices, play areas, etc.
67. **Post-Secondary Education:** Attendance as a full-time student at an educational establishment after high school or college preparatory school.
68. **Possession Date:** The date a buyer takes possession of a home. This is normally the date of closing unless for some reason funds are unable to be disbursed on that day or other arrangements are made.
69. **Price Opinion:** The market value of residential or commercial property, as determined by a local real estate firm.
70. **Primary Education:** Attendance at a school for primary education located in Teton County Wyoming.
71. **Primary Residence:** A Household's sole residence, occupied at least ten (10) months during each calendar year, or as otherwise stated in the Housing Unit's Restriction.
72. **Profit and Loss Statement:** A statement showing a business's income and expenses up through the month prior to application.
73. **Purchase and Sales Contract:** Contract entered into by the seller and the buyer which outlines the terms and conditions under which the property will be sold.
74. **Qualified Critical Services Provider:** An employee or volunteer on call 24 hours per day for public safety emergencies of an approved community-based organization that provides immediate response to health and safety services.
75. **Qualified Employee:** A person who works for a local business in Teton County Wyoming a minimum of 1,560 hours annually (average of 30 hours per week).
76. **Qualification Letter:** Letter issued to applicant confirming that they are qualified to purchase the home. This letter is needed by the Title Company in order to allow the closing to take place.
77. **Qualified Households:** Households that have applied for housing through the Housing Department, where Housing Department staff deem them as eligible to purchase a restricted housing unit after verification of information, based on the unit's Deed Restriction and the Housing Department Rules and Regulations. Information includes but

is not limited to household income, assets, employment, and minimum occupancy requirements.

78. **Qualified Mortgage/Qualified Mortgagee:** A loan attained from an Approved Lending Institution/the buyer of a restricted housing unit that has been approved for a mortgage.
79. **Resale Process:** The process by which an owner of a restricted housing unit sells it to a new owner.
80. **Residential Property:** A parcel that either includes a residential dwelling unit, or has the by-right potential for developing a residential dwelling unit per local zoning regulations.
81. **Restricted Housing Unit:** Any housing units in the Town of Jackson or Teton County that have Restrictive Covenants or Ground Leases that regulate the occupancy, use, sale, and/or rental of the unit or are restricted by the Land Development Regulations in order to further the Town/County's workforce housing goals.
82. **Restrictive Covenant:** a contract between the Board of County Commissioners/Town of Jackson and the owner of real property developed or designated to ensure the affordability of a housing unit for perpetuity (sometimes referred to as Special Restrictions, Deed Restrictions, or Restrictions).
83. **Restrictive Covenant Template:** A standard form to be used as a recorded instrument on all restricted housing units.
84. **Restrictive Covenant Information Sheet:** A form that the developers of restricted housing units must fill out as part of the Housing Mitigation Plan.
85. **Retirement Age:** The age at which the Federal Social Security Administration allows an individual to begin collecting Social Security.
86. **Safe Decent Sanitary Housing:** Safe, decent sanitary housing means that housing units must be kept in a habitable state fit for human occupancy to protect the physical health and safety of the renter. Landlords must:
 - a. Maintain common areas of the residential unit in a sanitary and reasonably safe condition.
 - b. Maintain electrical systems, gas systems, plumbing, heating and hot and cold water and keep them in working order.
 - c. Unit must be structurally sound, clean, weathertight, in good repair, and meet local building codes in place at time of construction or as required for a change of use, if applicable.
 - d. Maintain other appliances and facilities as specifically contracted in the rental agreement.
87. **Secondary Education:** Attendance at a high school or college preparatory school located in Teton County, Wyoming.

88. **Settlement Statement:** Itemizes all costs, and/or credits due from the buyer and seller at closing.
89. **Teacher:** Any individual who (1) works with individuals age three (3) – eighteen (18), and (2) whose duties involve classroom or other instruction or the supervision or direction of classroom or other instruction, and (3) whose primary employment is at least thirty (30) hours a week for at least nine (9) months per year, but is not employed in that position for at least two (2) months per year.
90. **Tenancy-In-Common:** When two or more people own a shared interest in a property. If one owner dies, they can will their portion to other beneficiary(s) and not to the other owner(s) if they desire.
91. **Uniform Residential Loan Application (or Fannie Mae Form 1003):** The application required by law for mortgage lenders to use to supply home loans. The Housing Department may require that applicants supply this application when applying for a restricted housing unit.
92. **Verification Checklist:** Checklist used by JTCHA to verify whether a household is qualified to purchase a particular home.
93. **Voluntary Affordable/Employee Housing Units:** Units with a restricted rent or sale price to be affordable to households earning no more than 200 percent of Teton County Median Family Income. An applicant may propose these units in addition to those required by the Land Development Regulations.
94. **Weighted Drawing:** The event that selects the order, of all the applicants for an applicable restricted housing unit, which the home will be offered for sale.
95. **Weighted Drawing Entry Period:** The period (normally two weeks) that the Housing Department accepts weighted drawing entry sheets for an available restricted housing unit.
96. **Weighted Drawing Entry Sheet:** Households complete a weighted drawing entry sheet and submit it to the Housing Department along with other documentation within the weighted drawing entry period when the household is interested in purchasing an available restricted housing unit.
97. **Weighted Drawing Number:** A number that a household receives from a weighted drawing that reflects the household's standing in the weighted drawing for an applicable restricted housing unit.
98. **Weighted Drawing Form:** The form used to record all households who submitted weighted drawing entry sheets for a particular home. The households are recorded in alphabetical order. This form is given to outside counsel who then assigns each household a number. The numbers are placed in a pool and drawn out one by one. The results of the drawing are recorded in order on the Weighted drawing Form and returned to the Housing Department.

99. **Weighted Drawing Process:** The process by which the Housing Department accepts weighted drawing entries from households wishing to purchase a restricted home and determines the order the households will be offered the home for purchase. (Separate lotteries are conducted for each program).

100. **Workforce Housing Program:** An incentive program applicable within the Town of Jackson through which bonus floor areas are available in nonresidential or mixed-use buildings if the developer provides restricted housing units. These units can be either Ownership or Rental, and the number of units to be provided is determined by a ratio set out in the Town LDRs.

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 19TH DAY OF AUGUST, 2019.

PASSED 2ND READING THE ____ DAY OF _____, 2019.

PASSED AND APPROVED THE ____ DAY OF _____, 2019.

TOWN OF JACKSON

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, 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 _____, 2019. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ____ of Ordinances of the Town of Jackson, Wyoming.

Sandra P. Birdyshaw, Town Clerk

Copenhagen to Host C40 Mayors Summit 2019

Danish capital chosen by C40's Mayoral Steering Committee to host 2019 gathering of mayors committed to bold action on climate change

Mayors, CEOs, philanthropists, campaigners, scientists and citizens will convene at landmark Copenhagen summit.

Copenhagen, Denmark (19 October 2018) — Lord Mayor, Frank Jensen today announced that the City of Copenhagen will host the C40 Mayors Summit, in October 2019. Copenhagen was selected as the host city, for the landmark climate event, by the 17 mayors that make up the C40 Steering Committee.

The C40 Mayors Summit, takes place every three years, bringing together the mayors and leaders of the 96 member cities of the C40 network from across the globe. The Copenhagen Summit will celebrate and share the most effective climate solutions being delivered in cities worldwide. Mayors, CEOs, philanthropists, investors, scientists and citizens will come together to shift global markets and create the sustainable, prosperous and healthy future for the world's great cities.

Previous C40 summits have been hosted by London, New York, Seoul, São Paulo, Johannesburg and Mexico City.

"Copenhagen aims to be a true global leader in climate action," said **Frank Jensen, Lord Mayor of Copenhagen**. "We have a goal to be the world's first carbon neutral city by 2025 and believe Copenhagen provides a model for what a sustainable and livable city looks like. We look forward to welcoming mayors from across the globe in October 2019. The Summit will seek to inspire the world whilst remaining uniquely Danish."

"I am delighted that Lord Mayor Jensen and the people of Copenhagen will host the C40 Summit in 2019," said **Anne Hidalgo, Mayor of Paris and Chair of C40 Cities**. "2020 will be a crucial deadline in delivering on the highest goals of the Paris Agreement. The Copenhagen Summit represents a unique opportunity in defining the future that we want for today and for future generations in the great cities of the world."

"Danish municipalities from Aalborg to Middelfart are setting world leading examples of how to counter the impacts of climate change and transition to emissions free local communities," said **Jesper Nygård, Chief Executive of Realdania**. "Hosting the C40 Mayors Summit in Copenhagen will provide a unique opportunity to showcase the success of Danish climate innovation to the world and will provide Danish actors across all sectors with inspiration from the most ambitious cities on the planet."

About C40 Cities:

C40 Cities connects 96 of the world's greatest cities to take bold climate action, leading the way towards a healthier and more sustainable future. Representing 700+ million citizens and one quarter of the global economy, mayors of the C40 cities are committed to delivering on the most ambitious goals of the Paris Agreement at the local level, as well as to cleaning the air we breathe. The current chair of C40 is Mayor of Paris Anne Hidalgo; and three-term Mayor of New York City Michael R. Bloomberg serves as President of the Board. C40's work is made possible by our three strategic funders: Bloomberg Philanthropies, Children's Investment Fund Foundation (CIFF), and Realdania.



An Unmatched Event For Local Leaders

Here's the thing about local government: with so many daily challenges, it can be easy to put your head down and just dig in. But we believe that leaders govern better when they have access to creative ideas, people, and places.



NATIONAL CIVIC LEAGUE

National Headquarters

190 East 9th Ave, Ste #200

Denver, CO 80203

Tel.: (303) 571-4343

ncl@ncl.org

www.nationalcivicleague.org

OFFICERS

Valerie Lemmie, Chair

Mayor Patti Garrett, Vice Chair

Heather Johnston, Treasurer

Angela Romans, Secretary

Doug Linkhart, President

DIRECTORS

Jessica Brown-Linton

Teree Caldwell-Johnson

Mayor Mary Casillas Salas

James Cloar

Hon. Brad Cole

Lee Feldman

Alex Hannah

Alicia Lara

Mayor Sherman Lea

Hon. Ron Loveridge

Maureen McDonald

Terry Minger

Derek Okubo (Fmr Chair)

Tony Peyton

Hon. David Sander (Fmr Chair)

Anthony Santiago

Hon. Angel Taveras

Wendy Willis

FORMER BOARD CHAIRS

Mayor Steve Hogan (17-18)

Mayor Michael B. Hancock (13-15)

Hon. Sandra Freedman (08-12)

Robert Rawson, Jr. (04-07)

Dorothy S. Ridings (01-04)

Hon. R. Scott Fosler (98-00)

Hon. Bill Bradley (96-98)

Hon. John Gardner (94-96)

Hon. George Latimer (93)

Hon. Henry G. Cisneros (89-92)

Hon. William F. Winter (88-89, 93)

Terrell Blodgett (87-88)

Hon. William W. Scranton (70-73)

Dear Mayor Muldoon,

Thank you for participating in last year's Mayoral Learning Exchange, which was hosted by the Kettering Foundation at the NLC conference in Los Angeles. I am writing to invite you to a follow-up session at this year's conference, which will feature additional participants and new presenters.

Please join us for this year's "Mayoral Learning Exchange" on Friday, Nov. 22, 12:30 to 4:30 p.m. at the Henry B. Gonzalez Convention Center in San Antonio, TX. This exchange will again include mayors and other elected officials from about a dozen cities, some of whom participated last year and others who will be new to the learning exchange.

The learning exchange will research the processes used by mayors to engage the public in deliberation about complex, "wicked problems" and how they use these processes to develop ways in which residents can work with government to solve such problems.

The conversation will be moderated by Valerie Lemmie, director of exploratory research at the Kettering Foundation. The Kettering Foundation seeks to understand ways that the members of communities work together to address shared problems. The Kettering Foundation, an Ohio-based nonprofit founded in 1927, focuses its research on the question, "What does it take to make democracy work as it should?"

Please review your schedule to determine whether you can join us for the discussion, which includes lunch, and let us know as soon as possible whether you will attend.

Thank you for your consideration,



Doug Linkhart

President, National Civic League

O (303) 571-4343 **M** (303) 668-1990

W www.ncl.org **E** DougL@ncl.org

*Our mission is to advance civic engagement
to create equitable, thriving communities.*

BECOME A
MEMBER



From: Holly Sandbo [mailto:hsandbo@npca.org]

Sent: Tuesday, September 3, 2019 9:56 AM

To: Holly Sandbo <hsandbo@npca.org>

Subject: Register: National Parks Summit

If you haven't had the opportunity to register for NPCA's *Envision the Future: The Next Century Northern Rockies Park Experience* summit in Helena, MT on Oct. 29 - 30, please follow the below links to register as soon as you are able. Your experience and perspective would add so much to the summit, and we very much hope you can join us in Helena.

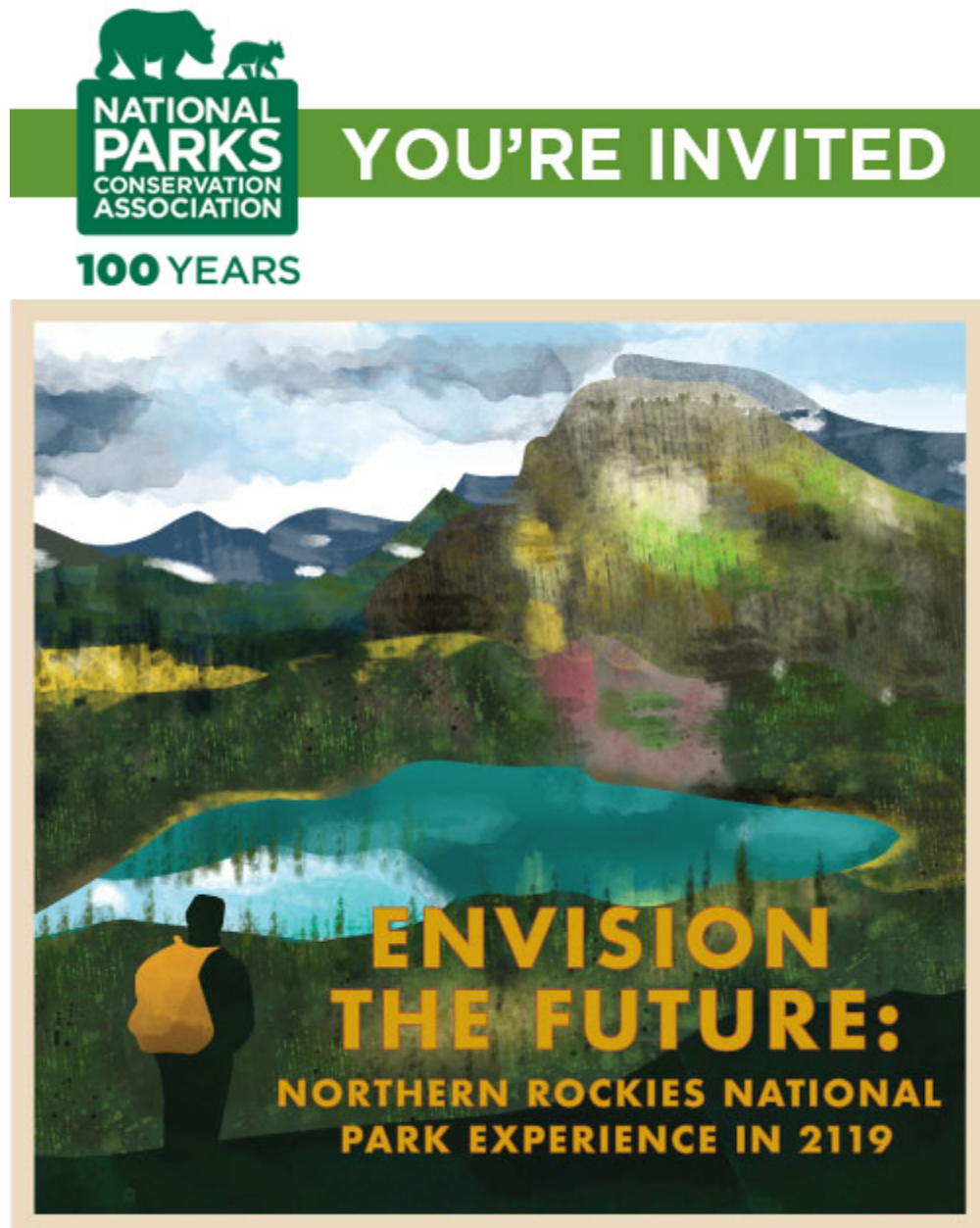
Looking forward to seeing you in October!

Holly Sandbo

Northern Rockies Outreach and Engagement Manager

National Parks Conservation Association

Bozeman, MT | 406.577.2447 | npca.org



Throughout the northern Rockies, our national parks define our way of life. They are economic drivers and cultural touchstones, the wild centerpieces that inform important conversations about the intersection of our landscapes, livelihoods and lifestyles. Today, our parks are changing, as are the experiences of the visitors who enjoy them. Protecting those park experiences into the future will not happen by accident; it will require vision, planning and action. As the National Parks Conservation Association celebrates our 100th year, we are convening a conversation with key leaders in the Northern Rockies about the next century of our region's wild open spaces – a vision for parks and people that sustains both into the future. Successful collaboration will be critical if we are to protect and promote our quality of life while at the same time preserving our treasured parks and ensuring a high-quality visitor experience.

The Northern Rockies Park Experience summit will bring together a select group of public land managers, elected officials, community leaders, tourism and economic development professionals and other influencers to create a shared vision for our parks and our people into the coming century. Topics include:

- Exploring trends in park nature, culture and visitor infrastructure
- Understanding the visitor experience, and how it is changing
- Crafting a vision for the next century of national parks
- Protecting and promoting gateway communities
- Safeguarding our natural and cultural treasures
- Nurturing local and regional economies
- Responding to changing times
- Crafting a policy roadmap to achieve our vision

Places such as Theodore Roosevelt, Yellowstone, Glacier and Grand Teton national parks will, in many ways, define our future here in the Northern Rockies. Given your unique expertise and experience, we're hoping you can join us in developing a vision that is worthy of our communities – a roadmap into our shared future that both honors our rich inheritance and ensures our continued legacy.

Event Details:

WHAT: Envision the Future: The Next Century Northern Rockies Park Experience

WHEN: October 29: 10am to 5pm, with evening reception

October 30: 8am to 12pm

WHERE: The Great Northern Hotel 835 Great Northern Blvd, Helena, MT

OTHER INFO: This event has a [\\$35 registration fee](#) that covers supplies and food during the event.

Please RVSP by September 1, 2019

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: September 3, 2019

RE: Town Manager's Report

Employee Housing for Winter 19-20

Staff has been working diligently to recruit winter START Bus Operators for the 19-20 winter season and also to secure and arrange housing for those Operators. The units at the West Snow King Employee Housing facility will hopefully be available at some point in January of 2020. The Antler Motel has agreed to master lease bedrooms to the Town for Town employees at a reasonable rate for Jackson beginning November 1, 2019. The Town will still need to subsidize the rent to make it affordable for Operators but we would only be utilizing the Antler until the units at West Snow King are available (hopefully no later than the end of January). Additionally, we still have use of 174 N. King until a project timeline is more concrete, the Weed & Pest units beginning on October 1, and potentially a two bedroom apartment on Vine that can be utilized for winter seasonal employees. The new facility on West Snow King will be invaluable in securing winter seasonal Operators into the future as well as eight 1 bedroom units that will serve more long term year round Town and County employees.