

# Jackson Town Council Regular Meeting

January 6, 2020

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:
  - 1. New Employee Introductions: Caitlin Barilec, Associate Engineer and Amanda White, Police Officer
  - 2. Proclamation: Jackson Named #1 Most Art-Vibrant Small Community

## 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](mailto: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. Meeting Minutes
  - 1. December 16, 2019 workshop
  - 2. December 16, 2019 regular meeting
  - 3. December 18, 2019 special workshop
- B. Disbursements
- C. Temporary Sign Permit: Pole Pedal Paddle (P19-288)
- D. Official Depositories for 2020
- E. Bid 20-09: Vehicle Purchase for Public Works

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

- A. Planning:
  - 1. **Item P19-201:** Snow King Resort Master Association (SKRMA) Master Plan Amendment (Tyler Sinclair)
  - 2. **Item P19-269:** Final Plat at 825 W. Snow King for Grove Phase 3 (Tyler Valentine)

## V. RESOLUTIONS

## VI. ORDINANCES

- A. **Ordinance L:** An Ordinance Amending and Reenacting Sections 6.10 through 6.90 of the Jackson Municipal Code Related to Liquor Licenses and Permits (Presented for 2nd Reading)

*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.*

- B. **Ordinance M:** An Ordinance Annexing 1150 Highway 22 into the Corporate Limits of the town of Jackson, Amending the Zoning District Map, and Amending the Corporate Limits of the Town of Jackson (Presented for 3rd Reading and designated Ordinance 1244)

#### **VII. MATTERS FROM MAYOR AND COUNCIL**

- A. Fees for Charging Electric Vehicles
- B. Parking Enforcement Levels of Service
- C. Northern Indigenous Arts & Cultures Festival
- D. Letter to Federal Communications Commission (FCC) (Lea Colasuonno)
- E. 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.*



# Proclamation

## Jackson Named #1 Most Art-Vibrant Small Community

**WHEREAS**, arts and cultural organizations exist throughout the nation, serving communities both poor and affluent, rural and urban; and

**WHEREAS**, the arts and cultural events are vital components of the Jackson community; and

**WHEREAS**, the National Center for Arts Research at Southern Methodist University gathered data including Jackson's mountain community of great beauty and innovation including both Teton County, Wyoming and Idaho, to develop reports on important issues in arts management and patronage; and

**WHEREAS**, Jackson was ranked the **Top Art-Vibrant Small Community in the Nation**, with all art forms represented in our community, and at times being recognized nationally, or internationally for excellence;

**WHEREAS**, our community is home to the National Museum of Wildlife Art, which offers a Sculpture Trail in addition to its indoor, permanent collection; a 78,000 square foot Center for the Arts campus providing community-wide cultural and educational facility space for 22 independent cultural and educational resident organizations to flourish – including the Off Square Theatre Company, the Jackson Hole Community Band, Jackson Community Theater, the Jazz Foundation of Jackson Hole, the Jackson Hole Chorale, Teton Music School, Musicland, Riot Act, and pARTners; the Grand Teton Music Festival which brings prestigious soloists and musicians to our community; the Dancers' Workshop; Jackson Hole Public Art; the Art Association; and the Jackson Hole Wildlife Film Festival; and

**WHEREAS**, Arts and cultural organizations are among the engines of community development and community cohesion; and

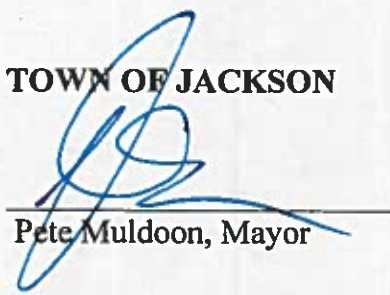
**WHEREAS**, The current climate of political, sociocultural and economic polarization makes it more important than ever to recognize and celebrate the essential role that arts and culture play in making communities throughout the country not only more vibrant places to live and visit, but also more unified, safe and tolerant.

**NOW THEREFORE, BE IT RESOLVED** that I, Pete Muldoon, Mayor of the Town of Jackson, do hereby recognize each organization in our art and cultural community and congratulate them for being a part of achieving this national recognition of being named #1 in the 2019 Arts Vibrancy Index .

**DATED THIS 6<sup>TH</sup> DAY OF JANUARY 2020.**



**TOWN OF JACKSON**

  
Pete Muldoon, Mayor

ATTEST:   
Sandra P. Birdyshaw, Town Clerk

**TOWN COUNCIL PROCEEDINGS - UNAPPROVED**

**DECEMBER 16, 2019**

**JACKSON, WYOMING**

The Jackson Town Council met in a regular workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 3:00 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 3:05 p.m.  
STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Johnny Ziem, Brian Lenz, Paul Anthony, Todd Smith, Michelle Weber, Susan Scarlata, Kelly Thompson, Steve Ashworth, and Sandy Birdyshaw.

**Downtown Parking and Mobility Management Plan (P18-013).** Paul Anthony made staff comment on an implementation schedule and public comment recommendations. Todd Smith and Michelle Weber made staff comment on law enforcement processes. Lea Colasuonno made staff comment on processing citations. The Council held discussion on escalating fines, three-hour parking at Home Ranch, business parking passes in Home Ranch, having three-hour parking in Home Ranch and keeping downtown at two-hours, and short-term implementation items.

Public comment was given by Wes Gardner and Nicole Gill.

A motion was made by Jim Stanford and seconded by Arne Jorgensen to direct staff to begin implementation of the Downtown Parking and Mobility Management Plan, dated May 2019, with the following direction: To implement the short-term action items as presented in the Implementation Schedule, subject to any changes provided at this meeting. Mayor Muldoon called for the vote. The vote showed 4-1 in favor with Muldoon opposed. The motion carried.

**King Street and Gill Avenue Complete Street Design Program.** Johnny Ziem, Brian Lenz, and Larry Pardee made staff comment on Community Streets Toolkit and the Complete Street Design Plan for King Street between Gill and Deloney Avenues, and East Gill Avenue between King and Willow Streets. The Council held discussion on tour bus parking on King Street and alternative plans. There was no public comment on this item.

A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve conceptual design “D” for the King Street corridor and the conceptual cross-section design for the Gill Avenue corridor, subject to any Council revisions as discussed and direct staff to finalize the design for both projects. Mayor Muldoon called for the vote. The vote showed 4-0-1 in favor with Stanford abstained. The motion carried.

**Adjourn.** A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to adjourn to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii). The vote showed all in favor and the motion carried.

The meeting adjourned at 5:07 P.M. minutes:spb

TOWN OF JACKSON

ATTEST:

\_\_\_\_\_  
Pete Muldoon, Mayor

\_\_\_\_\_  
Sandra P. Birdyshaw, Town Clerk

## TOWN COUNCIL PROCEEDINGS - UNAPPROVED

DECEMBER 16, 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 6:00 P.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.  
COUNCIL: Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.  
STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Todd Smith, Roger Schultz, Heidi Schmidl, Roy Mann, Steve Ashworth, Paul Anthony, Tyler Valentine, Johnny Ziem, Carl Pelletier, Susan Scarlata, and Sandy Birdyshaw.

Vice-Mayor Morton Levinson read a Proclamation recognizing Wyoming Women's Suffrage Day.

Mayor Muldoon introduced new employees; Police Officers Heidi Schmidl and Roy Mann.

Mayor Muldoon made a change to tonight's agenda by moving Planning Item P19-261 to be before Planning Item P19-201.

**Public Comment.** Akop Manoukian made public comment and a lighting request related to the Winter Wonderland in the Town Square.

**Consent Calendar.** A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve the consent calendar including items A-G as presented with the following motions.

- A. **Meeting Minutes.** To approve the meeting minutes as presented for the December 2, 2019 regular meeting.
- B. **Disbursements.** To approve the disbursements as presented. Ace Hardware \$671.84; Advanced Glass Trim, LLC \$285.00; Advanced Pump & Equipment, Inc \$29,501.87; Airgas USA, LLC \$105.70; Alan's Welding Inc. \$37.95; Alphagraphics \$1,027.23; Antler Motel, Inc. \$10,160.00; Architectural Building Supply \$1,269.22; B-Cycle LLC \$373.24; Best Best & Krieger \$2,850.57; Big R Ranch & Home \$499.42; Bison Lumber \$32.16; Bliss Cargo \$39.25; Blue Sky Services \$1,885.11; Blue Spruce Cleaners, Inc \$304.38; Blue360 Media, LLC \$75.75; BMV LLC \$134.13; Boston, Caroline \$25.00; Bradley Engineering/Chartered \$1,259.00; Buckrail, LLC \$375.00; C & A Professional Cleaning Serv LLC \$7,715.30; Carpets Plus Colortile \$12,365.75; Carquest Auto Parts Inc. \$790.90; Certified Laboratories \$4,034.80; City Of Driggs \$1,908.61; Clayton, Durwin \$155.00; Clouse, Jim \$1,181.75; Commercial Tire-ID Falls \$7,581.12; Conboy, Brendan \$70.00; Control System Technology, Inc. \$750.00; Creative Energies, LLC \$645.25; Cummins Rocky Mountain LLC \$6,859.89; Day Wireless Systems \$1,601.41; Dean's Pest Control LLC \$145.00; Dude Solutions, Inc \$747.24; E.R. Office Express \$417.80; Energy Laboratories Inc. \$114.00; Etna Trade Park LLC \$19,380.00; Evans Construction Inc \$967.81; Fleetpride \$2,474.83; Freedom Mailing Service Inc. \$3,618.81; Gallagher, Tim \$100.00; Galls Inc. \$23.90; Gillig Llc \$18,007.20; Guheen, Bill \$100.00; Harrington, Steve \$216.96; Hd Fowler Company \$25.00; High Country Linen \$5,671.12; Hirst Applegate, Llp \$8,834.41; Holland, John \$27,000.00; Howell, Vickie \$427.10; Idaho Falls Peterbilt \$2,202.42; Industrial Technology Group, Llc \$500.00; Infinite Hydraulics LLC \$2,315.60; Interstate Battery \$228.75; Interwest Supply Company \$625.96; Jack's Tire & Oil, Inc. \$22,014.84; Jackson Curbside Inc. \$840.00; Jackson Hole Childrens Museum \$3,750.00; Jackson Hole Law, Pc \$1,501.70; Jackson Hole News & Guide \$7,557.49; Jackson Hole Security, LLC \$150.00; Jackson Lumber Inc \$1,110.69; Jackson Moore Lighting \$730.48; Jackson Paint And Glass, Inc. \$2,705.36; Jackson Towing Partners \$1,050.00; Jh Appliance \$254.00; Jim & Greg The Locksmiths \$81.00; Kellerstrass Enterprises, Inc \$78,777.44; Kenworth Sales Company Dept #1 \$856.42; Kois Brothers Equipment Company \$766.54; Leadership Jackson Hole \$1,500.00; Lepco \$657.60; Lexisnexis Matthew Bender \$534.36; Logansimpson \$16,685.98; Lower Valley Energy Inc \$28,515.67; Lsc Transportation Consultants \$10,526.25; Mallory Safety & Supply \$319.00; Matthews, Lani \$11,455.00; Mike's Welding Inc \$402.74; Miller Sanitation \$2,646.00; Movie Machine Productions \$525.00; Msc Industrial Supply Co \$765.00; Muldoon, Peter \$745.80; Napa Auto Parts Inc. \$3,481.63; National Trade Supply, Llc \$210.00; Neofunds \$1,000.00; Oldcastle Precast Inc \$805.00; One Call Of Wyoming \$839.25; Ops Strategies \$765.00; Pacific Steel \$1,958.75; Parrot, Dave \$100.00; Partsmaster \$146.04; Platt \$6,999.00; Portis Group, LLC \$3,252.50; Premier Truck- Salt Lake City \$1,925.91; Ramirez, Caesar \$250.00; Ranch Inn \$200.00; Red's Auto Glass, Inc. \$655.00; Ron's Towing \$1,550.00; Rorke, Chris \$1,825.00; Routematch Software, Inc. \$3,534.96; RUI Inc. DbA Village Gardner \$1,496.86; Safety Supply & Sign Co., Inc. \$334.68; Safety-Kleen Systems, Inc. \$486.98; Schechter, Jonathan \$360.37; Schmidl, Heidi \$592.00; Schmillen, Scott \$1,667.50; Schwartz, Courtney \$29.75; Sign It Now Inc

\$180.43; Silver Creek Supply \$150.95; Snake River Brewing \$97.90; Snake River MEP Complete, Inc \$873.00; Snake River Roasting \$190.90; Stotz Equipment \$867.20; Teton County Clerk \$154,595.50; Teton County Integrated Solid Waste/Recy \$22,149.52; Teton County Special Fire Fund \$220,415.86; Teton County-Fund 10 \$46,753.34; Teton County-Fund 13 \$893.83; Teton County-Fund 19 \$135,795.01; Teton Motors Inc \$624.65; Teton Mountain Ranch \$1,600.00; Teton Tools Llc \$156.25; Teton Trash Removal, Inc. \$45.50; The Aftermarket Parts Company, LLC \$1,216.34; Themadjaja, Jamie Lynn \$500.00; Thermo King Intermountain, LLC \$531.43; Thompson Palmer & Associates \$30,000.00; Thomson West \$893.85; Thyssen Krupp Elevator Corp. \$2,055.22; TMSC LLC \$6,612.00; Upper Case Printing Ink \$158.93; Usa Blue Book \$1,872.19; Valentine, B. Tyler \$70.00; VFC Controls \$5,476.50; Water Werks, Inc \$1,663.76; Watts Steam Store Rocky Mt. Inc \$565.50; West Fork Construction \$66,119.40; Westbank Sanitation \$1,501.72; Western States Equip Company \$3,643.58; White Glove Cleaning, Inc. \$3,048.13; Wilkinson-Montesano Builders \$1,914.00; Wrench It Plumbing & Heating Inc \$220.40; WY Dept Of Environmental Quality \$400.00; WYDOT \$18.00; Wyoming Assoc Of Rural Water S \$450.00; Wyoming Garage Door, LLC \$6,595.50; Yellow Iron Excavation, LLC \$1,359.00.

- C. **Temporary Sign Permit: Feathered Friday (P19-277).** To approve the temporary banner in conjunction with US Fish & Wildlife Service/National Elk Refuge subject to three (3) conditions of approval. 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 the Feathered Fridays may be installed at 532 N. Cache Street, US Fish & Wildlife Service/National Elk Refuge from December 20, 2019 to March 27, 2020.
- D. **DOT FTA Drug and Alcohol Testing Policy Update.** To approve the updated Department of Transportation Federal Transit Administration Drug and Alcohol Policy as presented.
- E. **DOT FMCSA Drug and Alcohol Testing Policy Update.** To approve the updated Department of Transportation Federal Motor Carrier Safety Administration Drug and Alcohol Policy as presented.
- F. **Drug Free Workplace Testing Policy Update.** To approve the updated Drug Free Workplace and Employee Assistance Policy as presented.
- G. **Mutual Aid Assistance Memorandum of Understanding with Sublette County.** To approve the Temporary Law Enforcement Mutual Aid Assistance Agreement Memorandum of Understanding with the Sublette County Sheriff's Office for airport assistance as presented.

There was no public comment on the Consent Calendar. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Jackson Hole Rodeo End-of-Season Report and 2020 Rodeo Dates.** Roxanne Robinson made staff comment. Public comment was given by Fairgrounds Manager Rachel Grimes and Fair Board member Matt Hall. Bode Wilson and Phillip Wilson of the Jackson Hole Rodeo made comment.

A motion was made by Jim Stanford and seconded by Hailey Morton Levinson to approve the rodeo schedule for 2020 as requested by the Administrative Authority that excludes the June 27, 2020 date to allow for the World Series of Roping, approve September 4, 2020 as an alternate approved rodeo date, accept the 2019 Rodeo Season Report, and approve Amendment No. One to the Rodeo Concession Agreement as presented. 2020 Rodeo Dates: May 23, 27, 30. June 3, 6, 10, 13, 17, 20, 24. July 1, 3, 4, 8, 10, 11, 15, 17, 18, 29, 31. August 1, 5, 7, 8, 12, 14, 15, 19, 21, 22, 26, 28, 29. September 2, 4, 5. World Series of Roping Dates: June 27, 28, 29. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Annual Renewal of Jackson Elk's Club Gaming License.** Sandy Birdyshaw made staff comment. Mayor Muldoon opened a public hearing to hear protests against the issuance or renewal of this license. There were none and the public hearing was closed.

A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to approve the Bingo Gaming License Renewal Application for the Benevolent & Protective Order of Elk of the USA Jackson Lodge #1713 for the 2020 calendar year and direct the Town Clerk to issue the license. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Item P19-241: Plat Vacation at 675 East Kelly Avenue.** Tyler Valentine made staff comment.

Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation without Replat, a motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to approve the Partial Vacation of Plat,

removing the FAR information related to Lots 1 & 2 of the Enright Townhomes Addition to the Town of Jackson, subject to the Land Development Regulations and departmental reviews attached to this corresponding staff report. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Item P19-261: Boundary Adjustment without a Replat at 990 West Broadway.** Paul Anthony made staff comment.

Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation Without Replat, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to approve the Partial Vacation Without Replat to vacate the lots line between Lots 8a, 8b, and 9 and combine the lots into one lot (Lot 9a) in the Horn Addition to the Town of Jackson, subject to the Land Development Regulations, departmental reviews attached to this corresponding staff report, and one condition of approval. 1. The applicant shall address the comments from the County Clerk’s office within 30 days of approval of this Partial Vacation without Replat application. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Item P19-201: Snow King Resort Master Association (SKRMA) Master Plan Amendment.** Tyler Sinclair made staff comment and reviewed the proposed amendments by chapter and held discussion with the Town Council. Ryan Stanley of SKRMA made comment. Todd Smith made staff comment on noise disturbance enforcement. Jeff Golightly of SKRMA made comment. Susan Mick of the START Board made comment.

A motion was made by Arne Jorgensen and seconded by Hailey Morton Levinson to continue the Amendment and Sketch Plan to the regular Council meeting on January 6, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Item P19-229: Amendment to the Teton Village Master Plan.** A motion was made by Jim Stanford and seconded by Arne Jorgensen to continue P19-229 to the regular Town Council meeting on February 3, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Item P19-187: Text Amendment to LDR Section 8.10 Duties & Responsibilities Related to Planning Director and Community Development Director.** A motion was made by Hailey Morton Levinson and seconded by Jim Stanford to continue P19-187 to the regular Town Council meeting on February 18, 2020. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

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

**Ordinance K: An Ordinance Granting a Telecommunication Franchise  
to Qwest Corporation dba CenturyLink QC.**

AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND PROVIDING 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 Arne Jorgensen to approve Ordinance K on third reading and designate it Ordinance 1243. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Ordinance L: An Ordinance Amending and Reenacting Sections 6.10 through 6.90 of the  
Jackson Municipal Code Related to Liquor Licenses and Permits.**

A motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to continue Ordinance L to the next regular Town Council meeting (January 6, 2020). Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Ordinance M: An Ordinance Annexing 1150 Highway 22 into the Corporate Limits of the Town of Jackson, Amending the Zoning District Map, and Amending the Corporate Limits of the Town of Jackson.**

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CORPORATE LIMITS OF THE TOWN OF JACKSON; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT AS A PART OF THE COMMERCIAL RESIDENTIAL (CR-3) ZONING DISTRICT WITHIN THE SCENIC RESOURCES (SRO) AND NATURAL RESOURCES OVERLAY (NRO) DISTRICTS; AMENDING THE CORPORATE LIMITS OF THE TOWN OF JACKSON; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

**Matters from Mayor and Council.**

**Design Review Committee Appointments.** Mayor Muldoon appointed Danny Wicke, Mary McCarthy, and Mary Beth Coyne to two-year terms on the Design Review Committee expiring October 31, 2021 and requested a motion from the Town Council to consent to these appointments.

A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson that the Town Council consents to the Mayor’s appointments to the Design Review Committee. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

**Fees for Charging Electric Vehicles.** This item was not discussed and continued to a future council meeting.

**Board and Commission Reports.**

The Council discussed Akop’s request for a lighted entrance to the ice skating rink in Town Square. A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to approve the lighted archway for the season. Hailey Morton Levinson withdrew her motion. This item was continued to the December 18 Special Council Workshop for discussion.

**Town Manager’s Report.** A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to accept the Town Manager’s Report into the record. The Town Manager’s Report contained an update on sales and lodging tax, START Bus staffing, and Police Department training at Town Hall. 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 Jonathan Schechter to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

The meeting adjourned at 10:19 p.m. minutes:spb

TOWN OF JACKSON

ATTEST:

\_\_\_\_\_  
Pete Muldoon, Mayor

\_\_\_\_\_  
Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: December 25, 2019

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

DECEMBER 18, 2019

JACKSON, WYOMING

The Jackson Town Council met in a special workshop session in the Grand View Lodge at Snow King Resort located at 537 Snow King Loop Road at 8:10 A.M. Upon roll call the following were found to be present:

MAYOR: Pete Muldoon.

COUNCIL: Hailey Morton Levinson, Arne Jorgensen, Jim Stanford, and Jonathan Schechter.

STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Susan Scarlata, Kelly Thompson, Floren Poliseo, Johnny Ziem, Darren Brugmann, Todd Smith, Zolo, April Norton, Steve Ashworth, Paul Anthony, Brady Hansen, and Sandy Birdyshaw.

**Lighting Request for Winter Wonderland on the Town Square.** A motion was made by Pete Muldoon and seconded by Hailey Morton Levinson to approve the request made by Grand Teton Skating Association for the placement of an illuminated arch located at the entrance of the ice skating rink on the Town Square during the Winter Wonderland Special Event. Mayor Muldoon called for the vote. The vote showed 4-0 in favor with Stanford opposed. The motion carried.

**Future Funding of Local Government.** Tyler Sinclair made introductory remarks that today's discussion of Predictable Funding of Local Government included two phases - Phase 1 to identify, review, and evaluate historical and current expenditures, and Phase 2 to identify, review, and evaluate historical and current revenues.

Larry Pardee facilitated discussion on expenditures in the General Fund, comparing the year 2004 to 2020 and identifying key trends. Tyler Sinclair facilitated discussion on expenditure strengths, weaknesses, opportunities, and threats.

Larry Pardee presented an overview of the Town's sources of revenue. Tyler Sinclair facilitated discussion on revenue strengths, weaknesses, opportunities, and threats.

Tyler Sinclair moved into a discussion of goals and then a framework for completing goals.

Next steps in this process of establishing a strategic plan included discussion at the Council's January retreat on Phase 3, which is to identify and match funding sources with expenditures.

**Adjourn.** A motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to adjourn to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii). The vote showed all in favor and the motion carried. The meeting adjourned at 11:45 A.M. minutes:spb

TOWN OF JACKSON

ATTEST:

\_\_\_\_\_  
Pete Muldoon, Mayor

\_\_\_\_\_  
Sandra P. Birdyshaw, Town Clerk

Published JH News & Guide: December 24, 2019

## 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  |
|-------------|-------------------------|----------------|------------------------------|--------------|--------------------|-------------|------------|
| 328         | 842-NCBERS GROUP WYOMIN | 842012020      | PAYROLL DEDUCTIONS           | 12/13/2019   | 112.00             | 112.00      | 12/24/2019 |
| Total 328:  |                         |                |                              |              | 112.00             | 112.00      |            |
| 51          | ACE HARDWARE            | 666927         | CREDIT                       | 08/23/2019   | 5.49-              | .00         |            |
| 51          | ACE HARDWARE            | 672046         | TOTE WITH LID                | 10/03/2019   | 31.96              | .00         |            |
| 51          | ACE HARDWARE            | 673000         | SCOTCH OUTDOOR MTG TAPE      | 10/10/2019   | 16.99              | .00         |            |
| 51          | ACE HARDWARE            | 674108         | BAR FLAT 1/8X3/4X4' ALUM     | 10/18/2019   | 17.98              | .00         |            |
| 51          | ACE HARDWARE            | 674690         | BULB LED T8 48"              | 10/23/2019   | 149.98             | .00         |            |
| 51          | ACE HARDWARE            | 675063         | HANDLE                       | 10/25/2019   | 43.94              | .00         |            |
| 51          | ACE HARDWARE            | 676008         | KEYKRAFTER                   | 11/01/2019   | 3.49               | .00         |            |
| 51          | ACE HARDWARE            | 677324         | KEYKRAFTER                   | 11/12/2019   | 27.45              | .00         |            |
| 51          | ACE HARDWARE            | 677847         | CATER STEM 3"X3/3X1-1/2      | 11/15/2019   | 25.98              | .00         |            |
| 51          | ACE HARDWARE            | 677882         | CREDIT                       | 11/15/2019   | 27.45-             | .00         |            |
| 51          | ACE HARDWARE            | 678852         | POWER CORDS                  | 11/22/2019   | 164.46             | .00         |            |
| 51          | ACE HARDWARE            | 680440         | PUSHER SNOW POLY 26"D, BA    | 12/05/2019   | 66.09              | .00         |            |
| 51          | ACE HARDWARE            | 681326         | ICE MET                      | 12/11/2019   | 43.97              | .00         |            |
| 51          | ACE HARDWARE            | 681372         | KEY SCHLAGE ORIGNAL, THER    | 12/11/2019   | 34.93              | .00         |            |
| 51          | ACE HARDWARE            | 681882         | ICE MELT 40# PAIL ACE        | 12/16/2019   | 53.98              | .00         |            |
| 51          | ACE HARDWARE            | 682003         | ADJUSTABLE WRENCH 12", FL    | 12/16/2019   | 60.45              | .00         |            |
| 51          | ACE HARDWARE            | 682027         | BATTERY PHOTO LITHM 3V PK2   | 12/16/2019   | 59.96              | .00         |            |
| 51          | ACE HARDWARE            | 682070         | 20V MAX JBSITE LED LIGHT, M  | 12/17/2019   | 114.98             | .00         |            |
| 51          | ACE HARDWARE            | 682324         | SPRY PNT FSN STN ESPRESSO    | 12/18/2019   | 19.47              | .00         |            |
| 51          | ACE HARDWARE            | 682421         | MEGAHOOK MINI U STYLE        | 12/19/2019   | 11.96              | .00         |            |
| 51          | ACE HARDWARE            | 682591         | RATCHETING PVC CUTTER CH     | 12/20/2019   | 29.98              | .00         |            |
| 51          | ACE HARDWARE            | 682601         | CHECK VALV PVC 3/4" SLIP, UN | 12/20/2019   | 17.48              | .00         |            |
| 51          | ACE HARDWARE            | 682797         | CM WRENCH COMB 15/16         | 12/22/2019   | 19.99              | .00         |            |
| 51          | ACE HARDWARE            | 682922         | UNION SC40 PVC 1" SXS        | 12/23/2019   | 6.99               | .00         |            |
| 51          | ACE HARDWARE            | 682926         | UNION SCH40 PVC 3/4" & RETU  | 12/23/2019   | 1.50-              | .00         |            |
| 51          | ACE HARDWARE            | 682964         | ELBOW 45 1/2" SXS SCG40      | 12/23/2019   | 2.58               | .00         |            |
| Total 51:   |                         |                |                              |              | 990.60             | .00         |            |
| 2269        | AFLAC                   | 841080         | ACCOUNT #y9599               | 12/20/2019   | 2,903.12           | 2,903.12    | 12/24/2019 |
| Total 2269: |                         |                |                              |              | 2,903.12           | 2,903.12    |            |
| 6524        | ALPHAGRAPHICS           | IX-159279      | BUS SIGNAGE                  | 12/11/2019   | 342.41             | .00         |            |
| Total 6524: |                         |                |                              |              | 342.41             | .00         |            |
| 6575        | APEX SAGE INC           | 001            | TIRE SHED SHELVING           | 12/23/2019   | 420.00             | .00         |            |
| Total 6575: |                         |                |                              |              | 420.00             | .00         |            |
| 6581        | ARCPPOINT LABS          | 7057           | COLLECTION FEE               | 10/23/2019   | 25.00              | .00         |            |
| Total 6581: |                         |                |                              |              | 25.00              | .00         |            |
| 577         | BADGER DAYLIGHTING CORP | 2005799        | FLUCTUATING FUEL RECOVER     | 11/30/2019   | 2,070.79           | .00         |            |
| Total 577:  |                         |                |                              |              | 2,070.79           | .00         |            |

| Vendor      | Vendor Name               | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|
| 4466        | BANK OF JACKSON HOLE      | 120319         | SAFE DEPOSIT BOX 5177       | 12/03/2019   | 60.00              | .00         |            |
| Total 4466: |                           |                |                             |              | 60.00              | .00         |            |
| 4774        | BIG R RANCH & HOME        | 1418296        | BBQ DRIP PAN SM             | 12/09/2019   | 8.99               | .00         |            |
| Total 4774: |                           |                |                             |              | 8.99               | .00         |            |
| 4473        | BROWER PSYCHOLOGICAL SE   | 1816           | POST TESTING                | 12/02/2019   | 325.00             | .00         |            |
| Total 4473: |                           |                |                             |              | 325.00             | .00         |            |
| 6156        | BUCKRAIL, LLC             | 2387           | SUBSCRIPTION                | 01/01/2020   | 375.00             | .00         |            |
| Total 6156: |                           |                |                             |              | 375.00             | .00         |            |
| 4614        | C & A PROFESSIONAL CLEANI | 113019GYM      | NOVEMBER CLEANING GYM       | 11/30/2019   | 932.32             | 932.32      | 12/26/2019 |
| 4614        | C & A PROFESSIONAL CLEANI | 113019PG       | NOVEMBER PARKING GARAGE     | 11/30/2019   | 297.90             | 297.90      | 12/26/2019 |
| 4614        | C & A PROFESSIONAL CLEANI | 113019PW       | NOVEMBER CLEANING PUBLIC    | 11/30/2019   | 2,151.50           | 2,151.50    | 12/26/2019 |
| 4614        | C & A PROFESSIONAL CLEANI | 113019SPECI    | SPECIAL OFFICE CLEANING     | 11/30/2019   | 35.00              | 35.00       | 12/26/2019 |
| 4614        | C & A PROFESSIONAL CLEANI | 113019TH       | NOVEMBER TOWN HALL CLEA     | 11/30/2019   | 4,073.68           | 4,073.68    | 12/26/2019 |
| 4614        | C & A PROFESSIONAL CLEANI | JAN 2020- GY   | CLEANING SERVICE FOR JANU   | 12/27/2019   | 1,026.11           | .00         |            |
| 4614        | C & A PROFESSIONAL CLEANI | JAN 2020- P.P. | CLEANING SERVICE FOR JANU   | 12/27/2019   | 297.90             | .00         |            |
| 4614        | C & A PROFESSIONAL CLEANI | JAN 2020- PW   | CLEANING SERVICE FOR JANU   | 12/27/2019   | 2,317.00           | .00         |            |
| 4614        | C & A PROFESSIONAL CLEANI | JAN 2020- T.H. | CLEANING SERVICE FOR JANU   | 12/27/2019   | 4,127.24           | .00         |            |
| 4614        | C & A PROFESSIONAL CLEANI | NOV 2019- GY   | CLEANING SERVICE FOR NOV    | 11/30/2019   | 932.32             | .00         |            |
| 4614        | C & A PROFESSIONAL CLEANI | NOV 2019- P.P  | CLEANING SERVICE FOR NOV    | 11/30/2019   | 297.90             | .00         |            |
| 4614        | C & A PROFESSIONAL CLEANI | NOV 2019- PW   | CLEANING SERVICE FOR NOV    | 11/30/2019   | 2,151.50           | .00         |            |
| 4614        | C & A PROFESSIONAL CLEANI | NOV 2019- SP   | SPECIAL REQUEST CLEANING    | 11/30/2019   | 35.00              | .00         |            |
| 4614        | C & A PROFESSIONAL CLEANI | NOV 2019- T.H  | CLEANING SERVICE FOR NOV    | 11/30/2019   | 4,073.68           | .00         |            |
| Total 4614: |                           |                |                             |              | 22,749.05          | 7,490.40    |            |
| 5           | CARQUEST AUTO PARTS INC.  | 6090-452964    | TWIN LASER IR THERMO        | 09/27/2019   | 85.49              | .00         |            |
| 5           | CARQUEST AUTO PARTS INC.  | 6090-457018    | RED AND WHITE REFLECTIVE    | 10/29/2019   | 330.28             | .00         |            |
| 5           | CARQUEST AUTO PARTS INC.  | 6090-461988    | TIMING TOOL                 | 12/10/2019   | 56.99              | .00         |            |
| 5           | CARQUEST AUTO PARTS INC.  | 6090-461996    | TIMING CHIAN TENSIONER, WA  | 12/10/2019   | 146.21             | .00         |            |
| 5           | CARQUEST AUTO PARTS INC.  | 6090-462615    | 8LB X-TRA SEAL COMPOUND     | 12/15/2019   | 19.79              | .00         |            |
| 5           | CARQUEST AUTO PARTS INC.  | 6090-463264    | VNYL ELECT TP, 88 ELEC TAPE | 12/20/2019   | 22.02              | .00         |            |
| 5           | CARQUEST AUTO PARTS INC.  | 6090-463617    | BATTTERY CABLE LUG,         | 12/26/2019   | 22.02              | .00         |            |
| Total 5:    |                           |                |                             |              | 682.80             | .00         |            |
| 102         | CASELLE INC.              | 98872          | CONTRACT SUPPORT            | 12/01/2019   | 1,800.00           | .00         |            |
| 102         | CASELLE INC.              | 99304          | ESCROW                      | 12/07/2019   | 200.00             | .00         |            |
| Total 102:  |                           |                |                             |              | 2,000.00           | .00         |            |
| 10          | CASH                      | 122719         | CASH OVER SHORT             | 12/27/2019   | .93-               | .00         |            |
| 10          | CASH                      | 122719         | RECORDING & FILING FEES     | 12/27/2019   | 25.00              | .00         |            |
| 10          | CASH                      | 122719         | OFFICE SUPPLIES             | 12/27/2019   | 61.90              | .00         |            |
| 10          | CASH                      | 122719         | POSTAGE                     | 12/27/2019   | 7.45               | .00         |            |
| Total 10:   |                           |                |                             |              | 93.42              | .00         |            |
| 5738        | CASPER STAR TRIBUNE       | 61595-1        | POLICE OFFICER AD           | 12/18/2019   | 479.00             | .00         |            |

| Vendor      | Vendor Name              | Invoice Number | Description                    | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|--------------------------|----------------|--------------------------------|--------------|--------------------|-------------|------------|
| Total 5738: |                          |                |                                |              | 479.00             | .00         |            |
| 447         | CDW-GOVERNMENT           | ZR00110296     | MAPT RECURRING                 | 11/26/2019   | 10,023.00          | .00         |            |
| Total 447:  |                          |                |                                |              | 10,023.00          | .00         |            |
| 3255        | CENTER FOR THE ARTS      | 28426          | ROOM RENTAL                    | 10/08/2019   | 2,910.00           | .00         |            |
| Total 3255: |                          |                |                                |              | 2,910.00           | .00         |            |
| 544         | CENTURYLINK              | 1480860260     | 307-733-3932                   | 11/19/2019   | 220.03             | .00         |            |
| 544         | CENTURYLINK              | P307-111-5050  | 307-111-5050                   | 12/07/2019   | 1,894.89           | .00         |            |
| Total 544:  |                          |                |                                |              | 2,114.92           | .00         |            |
| 6257        | CERTIFIED LABORATORIES   | 3734638        | SPECTRA EXTREEME               | 10/30/2019   | 1,239.70           | 1,239.70    | 12/20/2019 |
| 6257        | CERTIFIED LABORATORIES   | 3736020        | DIESEL MATE                    | 10/31/2019   | 2,478.85           | 2,478.85    | 12/20/2019 |
| Total 6257: |                          |                |                                |              | 3,718.55           | 3,718.55    |            |
| 5375        | CHITWOOD, JESSICA        | 121319         | TUITION REIMBURSE              | 12/13/2019   | 779.35             | .00         |            |
| Total 5375: |                          |                |                                |              | 779.35             | .00         |            |
| 4742        | CHRISTENSEN, DUSTIN      | 01022020       | DOT PHYSICAL                   | 01/02/2020   | 155.00             | .00         |            |
| Total 4742: |                          |                |                                |              | 155.00             | .00         |            |
| 5967        | CITY OF DRIGGS           | BBSTART2020    | BUS BARN RENT JAN 2020         | 12/30/2019   | 2,023.91           | .00         |            |
| Total 5967: |                          |                |                                |              | 2,023.91           | .00         |            |
| 50          | CMI - TECO               | 45737          | SPINNER MOTOR HYD              | 11/01/2019   | 316.25             | .00         |            |
| Total 50:   |                          |                |                                |              | 316.25             | .00         |            |
| 4292        | Commercial Tire-ID Falls | 122304         | 225/60R18 FS DEST LE2 100H B   | 11/27/2019   | 1,528.68           | .00         |            |
| 4292        | Commercial Tire-ID Falls | 122305         | 265/70R17 BLIZZAK DMV2         | 11/27/2019   | 2,216.00           | .00         |            |
| 4292        | Commercial Tire-ID Falls | 122444         | 265/70R16 DISC AT3 4S 112T, SI | 12/06/2019   | 708.96             | .00         |            |
| 4292        | Commercial Tire-ID Falls | 122655         | 225/60R18 FS WEATHERGRIP       | 12/13/2019   | 854.64             | .00         |            |
| 4292        | Commercial Tire-ID Falls | 122656         | 225/55R18 BLIZZAK DMV2 98T     | 12/13/2019   | 538.72             | .00         |            |
| 4292        | Commercial Tire-ID Falls | 122701         | 225/60R18 FS DEST LE2 10H B    | 12/17/2019   | 1,019.12           | .00         |            |
| 4292        | Commercial Tire-ID Falls | 122809         | 265/70R16 DISC AT3 4S 112T     | 12/22/2019   | 639.96             | .00         |            |
| Total 4292: |                          |                |                                |              | 7,506.08           | .00         |            |
| 4887        | CONTROL SYSTEM TECHNOLO  | 9458           | CONTROL SERVICE, CONTROL       | 11/25/2019   | 9,376.50           | .00         |            |
| 4887        | CONTROL SYSTEM TECHNOLO  | 9471           | CONTROL SERVICE @ WELL 6,      | 12/09/2019   | 2,500.00           | .00         |            |
| 4887        | CONTROL SYSTEM TECHNOLO  | 9471           | CONTROL SERVICE @ WELL 6,      | 12/09/2019   | 2,500.00           | .00         |            |
| 4887        | CONTROL SYSTEM TECHNOLO  | 9472           | CONTROL SERVICE & MILAGE       | 12/09/2019   | 817.50             | .00         |            |
| 4887        | CONTROL SYSTEM TECHNOLO  | 9474           | CONTROL SERVICE, MILEAGE       | 12/17/2019   | 1,067.50           | .00         |            |
| Total 4887: |                          |                |                                |              | 16,261.50          | .00         |            |
| 6475        | CONVERGEONE, INC         | 2352981        | VT CLOUD RUBRIK                | 11/27/2019   | 5,910.00           | .00         |            |
| 6475        | CONVERGEONE, INC         | IE9045721      | VCTR SERVER                    | 12/10/2019   | 21,045.00          | .00         |            |

| Vendor      | Vendor Name               | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|
| Total 6475: |                           |                |                             |              | 26,955.00          | .00         |            |
| 3001        | CREATIVE ENERGIES, LLC    | 4539           | PO #: DEINSTALL/REINSTALL P | 10/30/2018   | 8,580.00           | .00         |            |
| Total 3001: |                           |                |                             |              | 8,580.00           | .00         |            |
| 5777        | CURTIS BLUE LINE          | INV320459      | OC TUBED STREAM             | 09/23/2019   | 371.26             | .00         |            |
| Total 5777: |                           |                |                             |              | 371.26             | .00         |            |
| 5002        | CUSTOM ELECTRONIC CONSU   | 121919         | CONTRACTOR LIC REFUND       | 01/02/2020   | 155.00             | .00         |            |
| 5002        | CUSTOM ELECTRONIC CONSU   | 121919         | CONTRACTOR LIC REFUND       | 01/02/2020   | 155.00             | .00         |            |
| 5002        | CUSTOM ELECTRONIC CONSU   | 121919         | CONTRACTOR LIC REFUND       | 01/02/2020   | 155.00             | .00         |            |
| Total 5002: |                           |                |                             |              | 465.00             | .00         |            |
| 6243        | DAY WIRELESS SYSTEMS      | 3828-00B       | RADIOS FOR START            | 01/14/2019   | 3,000.00           | .00         |            |
| Total 6243: |                           |                |                             |              | 3,000.00           | .00         |            |
| 4918        | DEAN'S PEST CONTROLL LLC  | 48601          | SMALL RODENT CONTROL @ P    | 12/16/2019   | 45.00              | .00         |            |
| 4918        | DEAN'S PEST CONTROLL LLC  | 48650          | SMALL RODEND CONTROL @      | 12/17/2019   | 100.00             | .00         |            |
| Total 4918: |                           |                |                             |              | 145.00             | .00         |            |
| 708         | DELTA DENTAL PLAN OF WYO  | 120219         | NOVEMBER CLAIMS             | 12/02/2019   | 4,136.40           | 4,136.40    | 12/24/2019 |
| 708         | DELTA DENTAL PLAN OF WYO  | 121719         | JANUARY PREMIUM             | 12/17/2019   | 592.80             | 592.80      | 12/24/2019 |
| Total 708:  |                           |                |                             |              | 4,729.20           | 4,729.20    |            |
| 4959        | DETAIL DRIVEN LLC         | 000897         | STEAM CLEAN INTERIOR, DRIV  | 12/26/2019   | 250.00             | .00         |            |
| Total 4959: |                           |                |                             |              | 250.00             | .00         |            |
| 3408        | E.R. OFFICE EXPRESS       | 14471          | CALENDAR                    | 12/17/2019   | 16.48              | .00         |            |
| 3408        | E.R. OFFICE EXPRESS       | 14476          | WALL CALENDAR               | 12/17/2019   | 17.14              | .00         |            |
| 3408        | E.R. OFFICE EXPRESS       | 14503          | CALENDAR                    | 12/19/2019   | 14.12              | .00         |            |
| 3408        | E.R. OFFICE EXPRESS       | 14517          | PAPER                       | 12/24/2019   | 253.62             | .00         |            |
| Total 3408: |                           |                |                             |              | 301.36             | .00         |            |
| 502         | ELECTRICAL WHSLE SUPPLY C | S4771968.001   | 1P STAT KIT                 | 12/03/2019   | 88.02              | .00         |            |
| 502         | ELECTRICAL WHSLE SUPPLY C | S4790394.001   | PANV FV W/MULTI-SPEED TIME  | 12/18/2019   | 243.17             | .00         |            |
| Total 502:  |                           |                |                             |              | 331.19             | .00         |            |
| 721         | EMERG + A + CARE          | 944003600      | WORK EXAM                   | 11/18/2019   | 251.00             | .00         |            |
| Total 721:  |                           |                |                             |              | 251.00             | .00         |            |
| 1134        | ENERGY LABORATORIES INC.  | 283856         | INFLUENT, EFFLUENT          | 12/11/2019   | 114.00             | .00         |            |
| 1134        | ENERGY LABORATORIES INC.  | 285621         | INFLUENT, EFFLUENT          | 12/18/2019   | 114.00             | .00         |            |
| Total 1134: |                           |                |                             |              | 228.00             | .00         |            |
| 1634        | ENTENMANN-ROVIN CO        | 0148346-IN     | JPD MEDALS                  | 12/10/2019   | 252.90             | .00         |            |

| Vendor      | Vendor Name                | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------|----------------------------|----------------|---------------------------|--------------|--------------------|-------------|-----------|
| Total 1634: |                            |                |                           |              | 252.90             | .00         |           |
| 3550        | EXPOSURE SIGNS INC         | 6667           | START BUS SIGNAGE         | 12/27/2019   | 190.00             | .00         |           |
| Total 3550: |                            |                |                           |              | 190.00             | .00         |           |
| 3794        | FISH CREEK VET CLINIC, LLC | 64717          | RABIES                    | 11/26/2019   | 30.00              | .00         |           |
| Total 3794: |                            |                |                           |              | 30.00              | .00         |           |
| 3876        | FITZGERALD, TODD           | 1393           | COTTONWOOD TREE PRUNING   | 12/11/2019   | 242.50             | .00         |           |
| Total 3876: |                            |                |                           |              | 242.50             | .00         |           |
| 4709        | FLEETPRIDE                 | 41356057       | WING STYLE DUST PLUG, WIN | 12/05/2019   | 65.80              | .00         |           |
| Total 4709: |                            |                |                           |              | 65.80              | .00         |           |
| 6178        | FORTRESS HOME IMPROVEME    | 431-384        | TEAR OFF ALL OLD SHINGLES | 10/10/2019   | 28,119.00          | .00         |           |
| 6178        | FORTRESS HOME IMPROVEME    | 431-384        | TEAR OFF ALL OLD SHINGLES | 10/10/2019   | 13,850.00          | .00         |           |
| 6178        | FORTRESS HOME IMPROVEME    | 431-384        | REMOVAL OF THREE CHIMNEY  | 10/10/2019   | 250.00             | .00         |           |
| 6178        | FORTRESS HOME IMPROVEME    | 431-384        | REMOVAL OF THREE CHIMNEY  | 10/10/2019   | 515.00             | .00         |           |
| Total 6178: |                            |                |                           |              | 42,734.00          | .00         |           |
| 1022        | GALLS INC.                 | 014408459      | UNIFORM PANTS             | 12/02/2019   | 185.80             | .00         |           |
| 1022        | GALLS INC.                 | 014452644      | UNIFORM                   | 12/06/2019   | 567.34             | .00         |           |
| 1022        | GALLS INC.                 | 014531365      | UNIFORM TROUSERS          | 12/16/2019   | 32.60              | .00         |           |
| Total 1022: |                            |                |                           |              | 785.74             | .00         |           |
| 6316        | GARCIA, GREGORIO           | 121819         | REIMBURSE CDL PHYSICAL    | 12/18/2019   | 100.00             | .00         |           |
| Total 6316: |                            |                |                           |              | 100.00             | .00         |           |
| 6464        | GEITTMANN LARSON SWIFT LL  | 8873           | EPSTEIN EASEMENT          | 12/09/2019   | 1,589.35           | .00         |           |
| Total 6464: |                            |                |                           |              | 1,589.35           | .00         |           |
| 324         | GFOA                       | 122619         | 2019 CAFR                 | 12/26/2019   | 460.00             | .00         |           |
| Total 324:  |                            |                |                           |              | 460.00             | .00         |           |
| 6580        | GIGER, MARK                | 120919         | DOT PHYSICAL              | 12/09/2019   | 155.00             | .00         |           |
| Total 6580: |                            |                |                           |              | 155.00             | .00         |           |
| 4212        | GILLIG LLC                 | 40650319       | SURGE TANK CAP            | 12/11/2019   | 276.15             | .00         |           |
| 4212        | GILLIG LLC                 | 40650868       | CONTROL UNIT              | 12/12/2019   | 540.75             | .00         |           |
| 4212        | GILLIG LLC                 | 40651413       | HOSE ASM                  | 12/13/2019   | 430.80             | .00         |           |
| 4212        | GILLIG LLC                 | 40652354       | W/S WASHER PUMP           | 12/17/2019   | 349.03             | .00         |           |
| 4212        | GILLIG LLC                 | 40653911       | ROD END BEARING           | 12/20/2019   | 66.44              | .00         |           |
| 4212        | GILLIG LLC                 | 40653912       | VOLTAGE 50VR REMY REGULA  | 12/20/2019   | 175.09             | .00         |           |
| 4212        | GILLIG LLC                 | 40653913       | VOLTAGE 50VR REMY REGULA  | 12/20/2019   | 175.09             | .00         |           |
| 4212        | GILLIG LLC                 | 40654336       | BOLTED PLATE ECOT RADIATO | 12/23/2019   | 2,883.16           | .00         |           |

| Vendor      | Vendor Name        | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------|--------------------|----------------|-----------------------------|--------------|--------------------|-------------|-----------|
| Total 4212: |                    |                |                             |              | 4,896.51           | .00         |           |
| 1609        | GRAINGER           | 9274476234     | CAR / TRUCK WASH DETERGE    | 08/26/2019   | 848.72             | .00         |           |
| Total 1609: |                    |                |                             |              | 848.72             | .00         |           |
| 6237        | HEALTH TECHNOLOGY  | INV19296       | TRIPLE 2 GALLON             | 11/26/2019   | 1,004.11           | .00         |           |
| Total 6237: |                    |                |                             |              | 1,004.11           | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0160650        | UNIFORM: EXTRA              | 10/24/2019   | 9.70               | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0160650        | UNIFORM: WWTP               | 10/24/2019   | 24.25              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0160650        | UNIFORM: STREET             | 10/24/2019   | 46.08              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0160650        | UNIFORM: WATER              | 10/24/2019   | 21.82              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0160650        | UNIFORM: FLEET              | 10/24/2019   | 38.80              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0160650        | BUILDING MAINTS: BUILDING M | 10/24/2019   | 53.05              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0160650        | UNIFORM: SET UP FEE: PAT C  | 10/24/2019   | 23.76              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0160650        | UNIFORM: ADMIN              | 10/24/2019   | 9.70               | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0160650        | UNIFORM: SEWER              | 10/24/2019   | 19.40              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0166436        | MATS @ TOWN HALL            | 12/03/2019   | 205.30             | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0167820        | MATS @ START                | 12/11/2019   | 257.90             | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0167921        | UNIFORM: FLEET              | 12/12/2019   | 38.80              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0167921        | UNIFORM: WATER              | 12/12/2019   | 19.40              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0167921        | UNIFORM: SEWER              | 12/12/2019   | 19.40              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0167921        | UNIFORM: STREET             | 12/12/2019   | 48.50              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0167921        | BUILDING MAINTS: BUILDING M | 12/12/2019   | 20.00              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0167921        | UNIFORM: ADMIN              | 12/12/2019   | 9.70               | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0167921        | UNIFORM: WWTP               | 12/12/2019   | 24.25              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0168530        | BUILDING MAINTS: TOJ HOME   | 12/16/2019   | 25.31              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0168757        | MATS @ TOWN HALL            | 12/17/2019   | 194.65             | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0168902        | MATS @ SHELTER              | 12/18/2019   | 61.93              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0169122        | UNIFORM: WATER              | 12/19/2019   | 21.82              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0169122        | UNIFORM: FLEET              | 12/19/2019   | 38.80              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0169122        | BUILDING MAINTS: BUILDING M | 12/19/2019   | 53.05              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0169122        | UNIFORM: ADMIN              | 12/19/2019   | 9.70               | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0169122        | UNIFORM: WWTP               | 12/19/2019   | 24.25              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0169122        | UNIFORM: SEWER              | 12/19/2019   | 19.40              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0169122        | UNIFORM: STREET             | 12/19/2019   | 46.08              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0169780        | BUILDING MAINTS: TOJ HOME   | 12/23/2019   | 750.00             | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0170291        | BUILDING MAINTS: BUILDING M | 12/26/2019   | 20.00              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0170291        | UNIFORM: WWTP               | 12/26/2019   | 24.25              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0170291        | UNIFORM: FLEET              | 12/26/2019   | 38.80              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0170291        | UNIFORM: WATER              | 12/26/2019   | 19.40              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0170291        | UNIFORM: SEWER              | 12/26/2019   | 19.40              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0170291        | UNIFORM: STREET             | 12/26/2019   | 48.50              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0170291        | UNIFORM: ADMIN              | 12/26/2019   | 9.70               | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0170998        | BUILDING MAINTS: TOJ HOME   | 12/30/2019   | 25.31              | .00         |           |
| 96          | HIGH COUNTRY LINEN | 0171223        | MATS @ TOWN HALL            | 12/31/2019   | 199.90             | .00         |           |
| 96          | HIGH COUNTRY LINEN | C0167174       | CREDIT                      | 12/06/2019   | 53.75-             | .00         |           |
| 96          | HIGH COUNTRY LINEN | F0000020       | MATS @ SHELTER              | 12/11/2019   | 257.90             | .00         |           |
| 96          | HIGH COUNTRY LINEN | S0166288       | SUPPLIES @ START            | 12/02/2019   | 252.51             | .00         |           |
| 96          | HIGH COUNTRY LINEN | S0167168       | BUILDING MAINTS: TOJ RESTR  | 12/06/2019   | 164.50             | .00         |           |
| 96          | HIGH COUNTRY LINEN | S0168591       | BUS AND GARAGE SUPPLIES     | 12/16/2019   | 122.30             | .00         |           |
| 96          | HIGH COUNTRY LINEN | S0168591       | BUS AND GARAGE SUPPLIES     | 12/16/2019   | 48.60              | .00         |           |
| 96          | HIGH COUNTRY LINEN | S0168817       | BUILDING MAINTS: TC REC DE  | 12/17/2019   | 16.60              | .00         |           |
| 96          | HIGH COUNTRY LINEN | S0169828       | BUILDING MAINTS: BUILDING M | 12/23/2019   | 232.14             | .00         |           |
| 96          | HIGH COUNTRY LINEN | S0169844       | BUILDING MAINTS: TOJ RESTR  | 12/23/2019   | 219.50             | .00         |           |

| Vendor      | Vendor Name               | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|
| 96          | HIGH COUNTRY LINEN        | S0169857       | CLEANING SUPPLIES @ START   | 12/23/2019   | 44.50              | .00         |            |
| Total 96:   |                           |                |                             |              | 3,844.86           | .00         |            |
| 6482        | HOKANSON, DONNY           | 123119         | REIMBURSE TRAVEL EXPENSE    | 12/31/2019   | 334.32             | .00         |            |
| Total 6482: |                           |                |                             |              | 334.32             | .00         |            |
| 5937        | HURST, RON                | 123119         | REIMBURSE FOR COAT          | 12/31/2019   | 31.78              | .00         |            |
| Total 5937: |                           |                |                             |              | 31.78              | .00         |            |
| 36          | IDAHO STATE TAX COMMISSIO | 122419         | DECEMBER WITHHOLDINGS       | 12/24/2019   | 2,787.00           | 2,787.00    | 12/24/2019 |
| Total 36:   |                           |                |                             |              | 2,787.00           | 2,787.00    |            |
| 6577        | IDAHO TIRE RECYCLES       | 5037           | TIRE RECYCLING - 59 CAR TIR | 04/12/2019   | 420.00             | .00         |            |
| 6577        | IDAHO TIRE RECYCLES       | 5084           | TIRE RECYCLING: 53 CAR TIRE | 07/23/2019   | 231.00             | .00         |            |
| 6577        | IDAHO TIRE RECYCLES       | 5125           | TIRE RECYCLING: 49 CAR TIRE | 10/11/2019   | 417.00             | .00         |            |
| 6577        | IDAHO TIRE RECYCLES       | 5167           | TIRE RECYCLING: 60 CAR TIRE | 12/17/2019   | 396.00             | .00         |            |
| Total 6577: |                           |                |                             |              | 1,464.00           | .00         |            |
| 1119        | INDUSTRIAL HOSE & FITTING | 85849-1        | M8SB, FRT UPS GROUND        | 12/12/2019   | 112.45             | .00         |            |
| Total 1119: |                           |                |                             |              | 112.45             | .00         |            |
| 106         | INTERSTATE BATTERY        | 22246101       | (2) 8D-MHD, (1) SRM-24      | 12/23/2019   | 524.85             | .00         |            |
| Total 106:  |                           |                |                             |              | 524.85             | .00         |            |
| 110         | INTERWEST SUPPLY COMPAN   | IN0080794      | 3/4"X8"7' CURVED GRADER BL  | 12/11/2019   | 3,079.20           | .00         |            |
| 110         | INTERWEST SUPPLY COMPAN   | IN0080954      | 4' CARBIDE SNOW PLOW BLAD   | 12/18/2019   | 6,860.48           | .00         |            |
| 110         | INTERWEST SUPPLY COMPAN   | IN0081099      | 3' CARBIDE SNOWPLOW BLAD    | 12/26/2019   | 1,040.72           | .00         |            |
| Total 110:  |                           |                |                             |              | 10,980.40          | .00         |            |
| 2           | JACKSON CURBSIDE INC.     | 00027454       | RECYCLING @ START           | 12/10/2019   | 405.00             | .00         |            |
| 2           | JACKSON CURBSIDE INC.     | 00027465       | RECYCLING COLLECTION @ T    | 12/10/2019   | 435.00             | .00         |            |
| 2           | JACKSON CURBSIDE INC.     | 00027490       | RECYCLING COLLECTION @ D    | 12/10/2019   | 985.00             | .00         |            |
| Total 2:    |                           |                |                             |              | 1,825.00           | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 304166B        | AD#307587 BOARD OPENING     | 10/31/2019   | 78.00              | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 304787         | AD#372682 P19-228           | 11/13/2019   | 29.23              | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 304788         | AD#372683 P19-199           | 11/13/2019   | 29.23              | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 304789         | AD#672684 P19-201           | 11/13/2019   | 58.45              | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 304790         | AD#372685 P19-187           | 11/13/2019   | 29.23              | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 305001         | AD#372941 P19-219           | 11/20/2019   | 37.58              | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 305002         | AD#372940 P19-187           | 11/20/2019   | 25.05              | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 305893         | AD#373282 ELKS BINGO        | 12/11/2019   | 87.69              | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 306109         | AD#374085 FACILITIES ASST   | 12/18/2019   | 376.20             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 306179         | AD#374011 SPECIAL JIM       | 12/18/2019   | 446.73             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 306180         | AD#374012 ORD K             | 12/18/2019   | 1,807.78           | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 306181         | AD#374013 ORD M             | 12/18/2019   | 62.63              | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 306182         | AD#374010 REG MEETING       | 12/18/2019   | 672.18             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 306183         | AD#373889 HOUSING AUTH      | 12/18/2019   | 216.44             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 306331         | AD#374437 SPECIAL           | 12/25/2019   | 96.03              | .00         |            |

| Vendor      | Vendor Name               | Invoice Number | Description                    | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|--------------------------------|--------------|--------------------|-------------|------------|
| 131         | JACKSON HOLE NEWS & GUID  | 306332         | AD#374436 REG MEETING          | 12/25/2019   | 1,728.00           | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 306333         | AD#374427 op dec 16            | 12/25/2019   | 112.76             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 306334         | AD#373890 JH HOUSING           | 12/25/2019   | 216.44             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 306509         | AD#371572 WINTER PARKING       | 12/31/2019   | 1,294.80           | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 306510         | AD#373891 HOUSING              | 12/31/2019   | 948.36             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 306511         | AD#373024 P&Z BOARD            | 12/31/2019   | 270.96             | .00         |            |
| 131         | JACKSON HOLE NEWS & GUID  | 306643         | NYE ADS                        | 12/31/2019   | 391.44             | .00         |            |
| Total 131:  |                           |                |                                |              | 9,015.21           | .00         |            |
| 6545        | JACKSON HOLE PUBLIC ART   | 120219         | PARKING DAY EXPENSES 0920      | 12/02/2019   | 13,413.13          | .00         |            |
| Total 6545: |                           |                |                                |              | 13,413.13          | .00         |            |
| 540         | JACKSON HOLE TITLE & ESCR | 12514-413837   | 1255 W HWY 22                  | 10/03/2019   | 125.00             | .00         |            |
| Total 540:  |                           |                |                                |              | 125.00             | .00         |            |
| 114         | JACKSON LUMBER INC        | 00507049-001   | 12OZ GREAT STUFF WINDOW        | 11/08/2019   | 51.99              | .00         |            |
| 114         | JACKSON LUMBER INC        | 00509906-001   | 7-1/4" MARATHON 24T SAW SL     | 11/18/2019   | 99.76              | .00         |            |
| 114         | JACKSON LUMBER INC        | 00510407-001   | 2" GALV ROOFING NAIL, BLK R    | 11/19/2019   | 5.45               | .00         |            |
| 114         | JACKSON LUMBER INC        | 00510461-001   | 5/8" HSS DEMING DRILL BIT, 9/1 | 11/19/2019   | 39.85              | .00         |            |
| 114         | JACKSON LUMBER INC        | 00511104-001   | 2X6                            | 11/20/2019   | 15.75              | .00         |            |
| Total 114:  |                           |                |                                |              | 212.80             | .00         |            |
| 840         | JACKSON WHOLE GROCER      | 00HQ0272557    | Q-TIP SWABS                    | 10/16/2019   | 5.89               | .00         |            |
| Total 840:  |                           |                |                                |              | 5.89               | .00         |            |
| 5155        | JELLY DONUT, LLC          | 113017         | CHIP REPAIRS                   | 11/30/2017   | 830.00             | .00         |            |
| Total 5155: |                           |                |                                |              | 830.00             | .00         |            |
| 139         | JORGENSEN ASSOCIATES, PC  | 41711          | PROJ: 08013- JACKSON HOLE      | 10/17/2018   | 9,825.53           | .00         |            |
| 139         | JORGENSEN ASSOCIATES, PC  | 43438          | 18063 CACH CREEK TUBE          | 10/18/2019   | 17,550.68          | .00         |            |
| 139         | JORGENSEN ASSOCIATES, PC  | 43487          | 19027 PLAT REVIEW              | 10/28/2019   | 945.00             | .00         |            |
| 139         | JORGENSEN ASSOCIATES, PC  | 43604          | 18063 CACH CREEK TUBE          | 11/12/2019   | 950.00             | .00         |            |
| 139         | JORGENSEN ASSOCIATES, PC  | 43758          | PROJ: 19137- TOJ FLAT CREEK    | 12/11/2019   | 3,918.80           | .00         |            |
| 139         | JORGENSEN ASSOCIATES, PC  | 43762          | PROJ: 18063- TOJ/CACHE CRE     | 12/13/2019   | 6,802.50           | .00         |            |
| Total 139:  |                           |                |                                |              | 39,992.51          | .00         |            |
| 5473        | KELLERSTRASS ENTERPRISES  | 1120927        | DEF COUPLER                    | 11/22/2019   | 101.25             | .00         |            |
| 5473        | KELLERSTRASS ENTERPRISES  | D18017         | MIDGRADE 87 E-10, DF#1 DYED    | 12/18/2019   | 21,444.29          | .00         |            |
| 5473        | KELLERSTRASS ENTERPRISES  | D18394         | MIDGRADE 87 E-10, DF#1 DYED    | 12/27/2019   | 22,556.34          | .00         |            |
| Total 5473: |                           |                |                                |              | 44,101.88          | .00         |            |
| 2485        | KENWORTH SALES COMPANY    | IDFIN3620066   | CONCELED LED, LED LIGHTS B     | 12/11/2019   | 2,354.54           | .00         |            |
| Total 2485: |                           |                |                                |              | 2,354.54           | .00         |            |
| 671         | LINCOLN NATIONAL LIFE     | 107747 012020  | 107747 JANUARY PREMIUM         | 12/21/2019   | 5,885.08           | 5,885.08    | 12/24/2019 |
| 671         | LINCOLN NATIONAL LIFE     | 4007350558     | 107391 JANUARY PREMIUM         | 12/21/2019   | 1,198.79           | 1,198.79    | 12/24/2019 |
| Total 671:  |                           |                |                                |              | 7,083.87           | 7,083.87    |            |

| Vendor      | Vendor Name                | Invoice Number | Description                   | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------|----------------------------|----------------|-------------------------------|--------------|--------------------|-------------|-----------|
| 2224        | LOCAL GOV'T LIABILITY POOL | 12383          | AA200020 ADAMS VS START       | 12/09/2019   | 1,000.00           | .00         |           |
| Total 2224: |                            |                |                               |              | 1,000.00           | .00         |           |
| 6526        | LSC TRANSPORTATION CONS    | 57763          | 194430 START ROUTING PLAN     | 12/09/2019   | 13,042.09          | .00         |           |
| Total 6526: |                            |                |                               |              | 13,042.09          | .00         |           |
| 4338        | MAILFINANCE                | N8069405       | POSTAGE MACHINE               | 12/23/2019   | 468.69             | .00         |           |
| Total 4338: |                            |                |                               |              | 468.69             | .00         |           |
| 5717        | MORILLON-ARELLANO, SHELLI  | 121219         | TUITION REIMBURSE             | 12/12/2019   | 792.75             | .00         |           |
| 5717        | MORILLON-ARELLANO, SHELLI  | 123019         | REIMBURSE GARBAGE DISPOS      | 12/30/2019   | 105.99             | .00         |           |
| Total 5717: |                            |                |                               |              | 898.74             | .00         |           |
| 4817        | MOUNTAIN ELECTRICAL        | 501            | JOB: HOCKEY RINK- CHANGE L    | 09/05/2019   | 1,032.05           | .00         |           |
| Total 4817: |                            |                |                               |              | 1,032.05           | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 890149         | LAMP, HI TEMP HEAD            | 11/26/2019   | 20.84              | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 891598         | SOLENOID                      | 12/04/2019   | 79.32              | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 891603         | CD BLUETOOTH HEADUNIT         | 12/04/2019   | 89.99              | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 891760         | NAPA OIL FILTER               | 12/04/2019   | 9.60               | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 892079         | HOSE CLAMP                    | 12/06/2019   | 5.36               | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 892295         | TIRE PRESSURE MONITOR         | 12/07/2019   | 99.32              | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 892501         | SCREW                         | 12/09/2019   | 3.33               | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 892920         | NAPAGOLD OIL FILTER, NAPAG    | 12/11/2019   | 362.88             | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 892925         | TY-55 STAR BIT                | 12/11/2019   | 8.70               | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 892967         | BLADE, NAPA OIL FILTER        | 12/11/2019   | 95.67              | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 893722         | TIRE MOUNTING LUB             | 12/16/2019   | 51.98              | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 893726         | ENR ELECT BATTERY, ALUMAS     | 12/16/2019   | 24.87              | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 893900         | PX RS GASKET MAKE             | 12/16/2019   | 17.99              | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 893965         | SCREW 25, CAP SCREW           | 12/17/2019   | 5.87               | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 894409         | SHOCK VORTEX, GUNK ENGIN      | 12/19/2019   | 271.91             | .00         |           |
| 257         | NAPA AUTO PARTS INC.       | 895105         | BLOWER MOTOR RESISTOR         | 12/23/2019   | 29.40              | .00         |           |
| Total 257:  |                            |                |                               |              | 1,177.03           | .00         |           |
| 6556        | NATIONAL TRADE SUPPLY, LL  | 7311695        | 24 CUSTOM AIR FILTER          | 11/14/2019   | 210.00             | .00         |           |
| Total 6556: |                            |                |                               |              | 210.00             | .00         |           |
| 187         | NELSON ENGINEERING         | 49032A         | PROJ: 17-142-03- ASPEN CEME   | 02/28/2019   | 2,026.50           | .00         |           |
| 187         | NELSON ENGINEERING         | 50748          | PROJ: 19-283-01 020 TOJ CLAS  | 09/26/2019   | 247.50             | .00         |           |
| 187         | NELSON ENGINEERING         | 51192          | PROJ: 19-137-01 102- TOJ- ASP | 11/29/2019   | 757.50             | .00         |           |
| 187         | NELSON ENGINEERING         | 51196          | PROJ: 14-175-03 021- WEST BR  | 11/29/2019   | 953.20             | .00         |           |
| 187         | NELSON ENGINEERING         | 51200          | PROJ: 18-305-02 020- JACKSON  | 11/29/2019   | 782.10             | .00         |           |
| 187         | NELSON ENGINEERING         | 51222          | PROJ: 19-336-01 020 TOJ- 2020 | 11/29/2019   | 8,342.40           | .00         |           |
| 187         | NELSON ENGINEERING         | 51222          | PROJ: 19-336-01 020 TOJ- 2020 | 11/29/2019   | 8,342.40           | .00         |           |
| 187         | NELSON ENGINEERING         | 51239          | PROJ: 19-330-01 020- ZONE 3 W | 11/29/2019   | 881.00             | .00         |           |
| Total 187:  |                            |                |                               |              | 22,332.60          | .00         |           |
| 513         | ON SIGHT LAND SURVEYORS I  | 100419         | PLAT REVIEW                   | 10/04/2019   | 600.00             | .00         |           |

| Vendor      | Vendor Name                | Invoice Number | Description                   | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|----------------------------|----------------|-------------------------------|--------------|--------------------|-------------|------------|
| Total 513:  |                            |                |                               |              | 600.00             | .00         |            |
| 5026        | PELLETIER, CARL            | 122919         | REIMBURSE FOR HOLIDAY LU      | 12/29/2019   | 7,936.10           | .00         |            |
| 5026        | PELLETIER, CARL            | 123119         | REIMBURSE TOWN PARTY ELK      | 12/31/2019   | 1,400.00           | .00         |            |
| Total 5026: |                            |                |                               |              | 9,336.10           | .00         |            |
| 6576        | PHELPS, DENNIS             | 122719         | CASH BAIL REFUND 19-03-0565   | 12/27/2019   | 1,500.00           | 1,500.00    | 12/30/2019 |
| Total 6576: |                            |                |                               |              | 1,500.00           | 1,500.00    |            |
| 4801        | PHILLIPS, JAMES            | 121319         | REIMBURSE FOR FRAMING         | 12/13/2019   | 49.97              | .00         |            |
| Total 4801: |                            |                |                               |              | 49.97              | .00         |            |
| 3579        | PINE NEEDLE EMBROIDERY     | 16010          | EMBROIDERY SAFETY JACKET      | 11/23/2019   | 18.00              | .00         |            |
| 3579        | PINE NEEDLE EMBROIDERY     | 16010          | EMBROIDERY SAFETY JACKET      | 11/23/2019   | 18.00              | .00         |            |
| Total 3579: |                            |                |                               |              | 36.00              | .00         |            |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775144745      | SENSOR PRESSURE               | 12/09/2019   | 42.86              | .00         |            |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775147101      | PRESSURE SENSOR               | 12/17/2019   | 147.56             | .00         |            |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775148179      | NIT SENSOR, CORE DEPOIT #2    | 12/20/2019   | 559.28             | .00         |            |
| 6483        | PREMIER TRUCK- SALT LAKE C | 775148182      | NIT SENSOR, CORE DEPOSIT      | 12/20/2019   | 559.28             | .00         |            |
| 6483        | PREMIER TRUCK- SALT LAKE C | CM775135449    | CORE RETURN                   | 11/11/2019   | 305.90-            | .00         |            |
| Total 6483: |                            |                |                               |              | 1,003.08           | .00         |            |
| 4371        | PROFORCE LAW ENFORCEME     | 394866         | XFET                          | 12/11/2019   | 818.00             | .00         |            |
| Total 4371: |                            |                |                               |              | 818.00             | .00         |            |
| 6069        | RAFTELIS                   | 13693          | PROJ: R-JAWY1910.00- JACKS    | 12/11/2019   | 8,151.11           | .00         |            |
| 6069        | RAFTELIS                   | 13693          | PROJ: R-JAWY1910.00- JACKS    | 12/11/2019   | 8,151.00           | .00         |            |
| Total 6069: |                            |                |                               |              | 16,302.11          | .00         |            |
| 6284        | RAUDMAN, RENEE             | 101519         | DOT PHYSICAL REIMBURSE        | 10/15/2019   | 140.00             | 140.00      | 12/20/2019 |
| Total 6284: |                            |                |                               |              | 140.00             | 140.00      |            |
| 552         | RENDEZVOUS ENGINEERING,    | 21277          | JOB #: 19-013:05- TOJ FLAT CR | 11/30/2019   | 4,871.05           | .00         |            |
| 552         | RENDEZVOUS ENGINEERING,    | 21293          | JOB #: 17-010- TASK 8 SURVEY/ | 11/30/2019   | 3,212.65           | .00         |            |
| Total 552:  |                            |                |                               |              | 8,083.70           | .00         |            |
| 5810        | RICH BROADCASTING (SV/JX)  | 19110253       | RADIO ADS                     | 11/30/2019   | 882.00             | .00         |            |
| 5810        | RICH BROADCASTING (SV/JX)  | 19110254       | RADIO ADS                     | 11/30/2019   | 882.00             | .00         |            |
| 5810        | RICH BROADCASTING (SV/JX)  | 19110255       | RADIO ADS                     | 11/30/2019   | 882.00             | .00         |            |
| Total 5810: |                            |                |                               |              | 2,646.00           | .00         |            |
| 6578        | ROBERTS, JAN               | 122319         | REIMBURSE HOLDERS             | 12/23/2019   | 42.39              | .00         |            |
| Total 6578: |                            |                |                               |              | 42.39              | .00         |            |
| 6582        | ROCKY MOUNTAIN FENCE       | 942            | INSTALL 2 RAIL FENCE BIKE PA  | 12/10/2019   | 7,399.50           | .00         |            |

| Vendor      | Vendor Name               | Invoice Number | Description                    | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|---------------------------|----------------|--------------------------------|--------------|--------------------|-------------|------------|
| 6582        | ROCKY MOUNTAIN FENCE      | 943            | INSTALL 2 RAIL FENCE BIKE PA   | 12/10/2019   | 720.00             | .00         |            |
| Total 6582: |                           |                |                                |              | 8,119.50           | .00         |            |
| 6459        | SERVPRO OF IDAHO FALLS    | 471438         | WATER REMED                    | 12/20/2019   | 25,883.68          | .00         |            |
| Total 6459: |                           |                |                                |              | 25,883.68          | .00         |            |
| 6292        | SHUTTLE BUS LEASING       | 12894          | 9 BUS LEASE JANUARY            | 11/12/2019   | 47,250.00          | .00         |            |
| Total 6292: |                           |                |                                |              | 47,250.00          | .00         |            |
| 4548        | SILVER CREEK SUPPLY       | S2091495.001   | TEFLON TAPE SENSITY, 1/2 CX    | 12/23/2019   | 37.86              | .00         |            |
| 4548        | SILVER CREEK SUPPLY       | S2091553.001   | 1/2 SXS S40 PVC 90 ELL, 1/2 MI | 12/23/2019   | .92                | .00         |            |
| Total 4548: |                           |                |                                |              | 38.78              | .00         |            |
| 4720        | SILVERSTAR                | 2287457        | MONTHLY SERVICES               | 12/01/2019   | 2,017.79           | .00         |            |
| 4720        | SILVERSTAR                | 2287457        | MONTHLY SERVICES               | 12/01/2019   | 260.00             | .00         |            |
| 4720        | SILVERSTAR                | 2287457        | MONTHLY SERVICES               | 12/01/2019   | 36.88              | .00         |            |
| Total 4720: |                           |                |                                |              | 2,314.67           | .00         |            |
| 6574        | SMART CONSTRUCTION        | 121619         | RELEASE BOND 204 W SADDLE      | 12/16/2019   | 16,162.50          | 16,162.50   | 12/20/2019 |
| 6574        | SMART CONSTRUCTION        | 121619         | RELEASE BOND 204 W SADDLE      | 12/16/2019   | 5,000.00           | 5,000.00    | 12/20/2019 |
| Total 6574: |                           |                |                                |              | 21,162.50          | 21,162.50   |            |
| 5632        | SNAKE RIVER MEP COMPLETE, | 4198           | SKEC PARKING LOT LIGHT- ICE    | 12/12/2019   | 1,015.25           | .00         |            |
| Total 5632: |                           |                |                                |              | 1,015.25           | .00         |            |
| 4699        | SNAKE RIVER ROASTING      | 622702         | COFFEE                         | 11/26/2019   | 26.89              | .00         |            |
| 4699        | SNAKE RIVER ROASTING      | 622781         | COFFEE                         | 12/04/2019   | 97.90              | .00         |            |
| 4699        | SNAKE RIVER ROASTING      | 622949         | COFFEE @ PW SHOP- 2 BAGS       | 12/11/2019   | 97.90              | .00         |            |
| 4699        | SNAKE RIVER ROASTING      | 623065         | COFFEE                         | 12/16/2019   | 48.95              | .00         |            |
| 4699        | SNAKE RIVER ROASTING      | 623127         | COFFEE                         | 12/18/2019   | 48.95              | .00         |            |
| 4699        | SNAKE RIVER ROASTING      | 623271         | COFFEE                         | 12/23/2019   | 48.95              | .00         |            |
| 4699        | SNAKE RIVER ROASTING      | 623332         | COFFEE                         | 12/26/2019   | 97.90              | .00         |            |
| 4699        | SNAKE RIVER ROASTING      | 623348         | COFFEE @ PW MAIN SHOP          | 12/26/2019   | 48.95              | .00         |            |
| Total 4699: |                           |                |                                |              | 516.39             | .00         |            |
| 3961        | SPECTRUM                  | 002091812081   | MONTHLY SERVICES               | 12/08/2019   | 1,617.03           | .00         |            |
| Total 3961: |                           |                |                                |              | 1,617.03           | .00         |            |
| 2353        | SPRING CREEK RANCH        | 121719         | ROOM DEPOSIT COUNCIL RET       | 12/17/2019   | 1,500.00           | .00         |            |
| Total 2353: |                           |                |                                |              | 1,500.00           | .00         |            |
| 241         | ST JOHN'S HOSPITAL        | 50000215       | CHEM & LAB                     | 12/04/2019   | 310.00             | .00         |            |
| Total 241:  |                           |                |                                |              | 310.00             | .00         |            |
| 6557        | STATE DISBURSEMENT UNIT   | 122019         | CASE #C00588407 DOMINGO        | 12/20/2019   | 25.05              | 25.05       | 12/20/2019 |

| Vendor      | Vendor Name                | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------|----------------------------|----------------|---------------------------|--------------|--------------------|-------------|-----------|
| Total 6557: |                            |                |                           |              | 25.05              | 25.05       |           |
| 4990        | Swagit Productions, LLC    | 14234          | VIDEO STREAMING           | 11/30/2019   | 1,775.00           | .00         |           |
| Total 4990: |                            |                |                           |              | 1,775.00           | .00         |           |
| 1443        | TETON COUNTY CLERK         | 123019HA       | JANUARY 2020 HOUSING      | 12/30/2019   | 21,527.00          | .00         |           |
| 1443        | TETON COUNTY CLERK         | 123019PR       | JANUARY 2020 PARK & REC   | 12/30/2019   | 133,068.50         | .00         |           |
| Total 1443: |                            |                |                           |              | 154,595.50         | .00         |           |
| 55          | TETON COUNTY SHERIFF'S-JAI | 555            | NOVEMBER INMATES          | 12/02/2019   | 648.00             | .00         |           |
| Total 55:   |                            |                |                           |              | 648.00             | .00         |           |
| 996         | TETON COUNTY SPECIAL FIRE  | 122719         | DEC 2019 CAPITAL          | 12/27/2019   | 7,596.18           | .00         |           |
| 996         | TETON COUNTY SPECIAL FIRE  | 122719B        | DEC 2019                  | 12/27/2019   | 20,996.89          | .00         |           |
| 996         | TETON COUNTY SPECIAL FIRE  | 123019F        | JANUARY 2020              | 12/30/2019   | 128,274.00         | .00         |           |
| Total 996:  |                            |                |                           |              | 156,867.07         | .00         |           |
| 1614        | TETON COUNTY-FUND 10       | 120319         | NOV19 KRISTI MALONE       | 12/03/2019   | 3,802.98           | .00         |           |
| 1614        | TETON COUNTY-FUND 10       | 120419         | NOV19 PATHWAYS            | 12/04/2019   | 6,228.32           | .00         |           |
| 1614        | TETON COUNTY-FUND 10       | 121319         | NOV19 DISPATCH            | 12/12/2019   | 18,361.02          | .00         |           |
| 1614        | TETON COUNTY-FUND 10       | 123019D        | DISPATCH DEC 2019         | 12/30/2019   | 19,869.84          | .00         |           |
| 1614        | TETON COUNTY-FUND 10       | 123019KM       | DECEMBER 2019 MALONE      | 12/30/2019   | 3,802.98           | .00         |           |
| 1614        | TETON COUNTY-FUND 10       | 123019P        | DECEMBER 2019 PATHWAYS    | 12/30/2019   | 4,991.72           | .00         |           |
| Total 1614: |                            |                |                           |              | 57,056.86          | .00         |           |
| 3027        | TETON COUNTY-FUND 13       | 122719         | DEC 2019 CAPITAL          | 12/27/2019   | 1,188.38           | .00         |           |
| Total 3027: |                            |                |                           |              | 1,188.38           | .00         |           |
| 166         | TETON COUNTY-FUND 19       | 123019         | DEC 2019 CAPITAL          | 12/30/2019   | 48,124.39          | .00         |           |
| Total 166:  |                            |                |                           |              | 48,124.39          | .00         |           |
| 268         | TETON MOTORS INC           | 5093089        | BOLT                      | 12/12/2019   | 20.36              | .00         |           |
| 268         | TETON MOTORS INC           | 5093095        | PAD, PAD KIT, ROTOR       | 12/12/2019   | 550.62             | .00         |           |
| 268         | TETON MOTORS INC           | 5093140        | RADIATOR, OUTLET, COOLANT | 12/18/2019   | 412.95             | .00         |           |
| 268         | TETON MOTORS INC           | 5093147        | SENSOR KIT                | 12/18/2019   | 107.58             | .00         |           |
| 268         | TETON MOTORS INC           | 5093163        | TANK, SHIPPING            | 12/19/2019   | 63.00              | .00         |           |
| 268         | TETON MOTORS INC           | 5093231        | HOSE, TEE                 | 12/26/2019   | 44.54              | .00         |           |
| 268         | TETON MOTORS INC           | 5093240        | HOSE                      | 12/27/2019   | 114.82             | .00         |           |
| Total 268:  |                            |                |                           |              | 1,313.87           | .00         |           |
| 3423        | THE RESULTS GROUP, LTD     | 1102           | LEADERSHIP TRAINING       | 12/02/2019   | 9,000.00           | .00         |           |
| Total 3423: |                            |                |                           |              | 9,000.00           | .00         |           |
| 3955        | THOMSON WEST               | 841477580      | LIBRARY PLAN CHANGES      | 12/04/2019   | 45.00              | .00         |           |
| Total 3955: |                            |                |                           |              | 45.00              | .00         |           |
| 6579        | TITLE 22 CONSTULTANTS      | 110119         | PLAT REVIEW P19-228       | 11/01/2019   | 500.00             | .00         |           |

| Vendor      | Vendor Name                | Invoice Number | Description                 | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|-------------|----------------------------|----------------|-----------------------------|--------------|--------------------|-------------|------------|
| Total 6579: |                            |                |                             |              | 500.00             | .00         |            |
| 1949        | VERIZON WIRELESS           | 9843346414     | MONTHLY SERVICES            | 12/01/2019   | 7,460.64           | .00         |            |
| Total 1949: |                            |                |                             |              | 7,460.64           | .00         |            |
| 6573        | Videki, David              | 121819         | RETURN BAIL BOND 19-12-0033 | 12/19/2019   | 1,190.00           | 1,190.00    | 12/19/2019 |
| Total 6573: |                            |                |                             |              | 1,190.00           | 1,190.00    |            |
| 3420        | VISA                       | 121819         | VISA BILL                   | 12/18/2019   | 32,419.62          | 32,419.62   | 12/18/2019 |
| Total 3420: |                            |                |                             |              | 32,419.62          | 32,419.62   |            |
| 5022        | VISION SERVICE PLAN - (WY) | 808191507      | JANUARY PREMIUM             | 12/17/2019   | 1,761.08           | 1,761.08    | 12/24/2019 |
| Total 5022: |                            |                |                             |              | 1,761.08           | 1,761.08    |            |
| 563         | WESTBANK SANITATION        | 3283964        | WWTP- TRASH SERVICE FOR N   | 12/01/2019   | 670.57             | .00         |            |
| Total 563:  |                            |                |                             |              | 670.57             | .00         |            |
| 6044        | WESTERN MUNICIPAL CONST    | 101619         | 19-21 PAY APP #4            | 10/16/2019   | 39,815.16          | .00         |            |
| Total 6044: |                            |                |                             |              | 39,815.16          | .00         |            |
| 6295        | WESTERN RECORDS DESTRU     | M10728         | ON SITE SHREDDING           | 12/20/2019   | 50.00              | .00         |            |
| Total 6295: |                            |                |                             |              | 50.00              | .00         |            |
| 1640        | WESTERN STATE              | IN001022253-   | GLASS- TAX CREDIT MISS UP   | 07/02/2019   | 13.87              | .00         |            |
| 1640        | WESTERN STATE              | IN001173398    | REPAIR- BLADE BRACKET, RE   | 12/13/2019   | 6,314.98           | .00         |            |
| Total 1640: |                            |                |                             |              | 6,328.85           | .00         |            |
| 3619        | WY CHILD SUPPORT ENFORCE   | 122019         | case #209790 GALLEGHER      | 12/20/2019   | 146.76             | 146.76      | 12/20/2019 |
| Total 3619: |                            |                |                             |              | 146.76             | 146.76      |            |
| 4139        | WY WORKERS' SAFETY & COM   | 122419         | JANUARY PREMIUM             | 12/24/2019   | 9,490.27           | 9,490.27    | 12/24/2019 |
| Total 4139: |                            |                |                             |              | 9,490.27           | 9,490.27    |            |
| 2547        | WYOMING FINANCIAL INSUAN   | 13857          | ELIGIBILITY NOTICES         | 12/06/2019   | 72.00              | .00         |            |
| Total 2547: |                            |                |                             |              | 72.00              | .00         |            |
| 5788        | WYOMING GARAGE DOOR, LLC   | 2172           | SERVICE CALL START FACILIT  | 10/09/2019   | 703.00             | .00         |            |
| 5788        | WYOMING GARAGE DOOR, LLC   | 2188           | PROJ: 174 N KING- SERVICE C | 12/05/2019   | 123.50             | .00         |            |
| 5788        | WYOMING GARAGE DOOR, LLC   | 2197           | PROJ: START BUS BARN- SERV  | 12/24/2019   | 2,333.40           | .00         |            |
| Total 5788: |                            |                |                             |              | 3,159.90           | .00         |            |
| 3705        | WYOMING INN                | 121619         | RELEASE BOND FOR BACK FL    | 12/16/2019   | 3,000.00           | 3,000.00    | 12/20/2019 |
| Total 3705: |                            |                |                             |              | 3,000.00           | 3,000.00    |            |

| Vendor        | Vendor Name               | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  |
|---------------|---------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|
| 406           | WYOMING LAW ENFORCEMEN    | A-0561         | BASIC TRAINING CLASS WHITE | 11/21/2019   | 766.00             | .00         |            |
| Total 406:    |                           |                |                            |              | 766.00             | .00         |            |
| 329           | WYOMING RETIREMENT SYST   | 185817         | december contributions     | 12/24/2019   | 31,195.08          | 31,195.08   | 12/24/2019 |
| 329           | WYOMING RETIREMENT SYST   | 185818         | december contributions     | 12/24/2019   | 32,504.06          | 32,504.06   | 12/24/2019 |
| 329           | WYOMING RETIREMENT SYST   | 185819         | DECEMBER CONTRIBUTIONS     | 12/24/2019   | 46,476.25          | 46,476.25   | 12/24/2019 |
| Total 329:    |                           |                |                            |              | 110,175.39         | 110,175.39  |            |
| 1764          | WYOMING.COM INC           | 1914450        | DOMAIN HOSTING             | 12/05/2019   | 5.00               | .00         |            |
| Total 1764:   |                           |                |                            |              | 5.00               | .00         |            |
| 2179          | XEROX CORPORATION         | 098842611      | CONTRACT COPIER            | 12/01/2019   | 90.40              | .00         |            |
| 2179          | XEROX CORPORATION         | 098842612      | CONTRACT COPIER            | 12/01/2019   | 477.37             | .00         |            |
| 2179          | XEROX CORPORATION         | 098842613      | CONTRACT COPIER            | 12/01/2019   | 138.06             | .00         |            |
| 2179          | XEROX CORPORATION         | 098842614      | CONTRACT COPIER            | 12/01/2019   | 6.41               | .00         |            |
| 2179          | XEROX CORPORATION         | 098842626      | CONTRACT COPIER            | 12/01/2019   | 181.13             | .00         |            |
| Total 2179:   |                           |                |                            |              | 893.37             | .00         |            |
| 2842          | YELLOW IRON EXCAVATION, L | 42056          | TRASH REMOVAL @ ANIMAL S   | 11/30/2019   | 150.00             | .00         |            |
| Total 2842:   |                           |                |                            |              | 150.00             | .00         |            |
| Grand Totals: |                           |                |                            |              | 1,156,586.95       | 209,834.81  |            |

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 VISA BILLS**

### **ADMINISTRATION**

|                 |          |    |                 |
|-----------------|----------|----|-----------------|
| travel expenses | 1,725.56 |    |                 |
| the wort        | 95.00    |    |                 |
| fed ex          | 57.30    | \$ | <b>1,877.86</b> |

### **ANIMAL SHELTER/CONTROL**

|                     |          |    |                 |
|---------------------|----------|----|-----------------|
| animal care clinic  | 2,051.83 |    |                 |
| sams club           | 111.92   |    |                 |
| advantage rent car  | 391.05   |    |                 |
| fish creek vet      | 50.00    |    |                 |
| spring creek animal | 57.53    |    |                 |
| amazon              | 41.69    |    |                 |
| smiths              | 16.50    |    |                 |
| staples             | 26.91    | \$ | <b>2,747.43</b> |

### **EMPLOYEE HOUSING**

|                   |        |    |                 |
|-------------------|--------|----|-----------------|
| blue sky services | 500.00 |    |                 |
| JH Appliance      | 625.00 | \$ | <b>1,125.00</b> |

### **FLEET SHOP**

|                         |        |    |               |
|-------------------------|--------|----|---------------|
| amazon                  | 100.36 |    |               |
| cbi                     | 52.95  |    |               |
| most wanted performance | 119.96 | \$ | <b>273.27</b> |

### **INFORMATION TECHNOLOGY**

|              |        |    |                 |
|--------------|--------|----|-----------------|
| mehc.om      | 14.00  |    |                 |
| garmin       | 64.95  |    |                 |
| concrete 5   | 90.00  |    |                 |
| metrofax     | 7.95   |    |                 |
| lenovo       | 785.43 |    |                 |
| amazon       | 78.99  |    |                 |
| amazon       | 145.73 |    |                 |
| cab          | 28.98  |    |                 |
| wired mag    | 49.99  |    |                 |
| cab          | 22.54  |    |                 |
| parking      | 53.00  |    |                 |
| cleverbridge | 21.19  |    |                 |
| amazon       | 836.17 |    |                 |
| ghosterl     | 2.00   | \$ | <b>2,200.92</b> |

### **MAYOR & TOWN COUNCIL**

|                                 |          |    |                 |
|---------------------------------|----------|----|-----------------|
| Travel expenses in helena mt AJ | 1,053.50 |    |                 |
| moes                            | 61.92    | \$ | <b>1,115.42</b> |

### **PERSONNEL/TOWN CLERK**

|                      |          |    |                 |
|----------------------|----------|----|-----------------|
| pinky g'd            | 84.50    |    |                 |
| international clerks | 1,153.00 |    |                 |
| delta                | 735.00   |    |                 |
| united               | 462.00   |    |                 |
| ups                  | 11.16    | \$ | <b>2,445.66</b> |

### **PLANNING**

|                  |        |    |                 |
|------------------|--------|----|-----------------|
| bubbas           | 50.00  |    |                 |
| shell            | 40.65  |    |                 |
| rib n chop house | 15.67  |    |                 |
| renegade         | 20.15  |    |                 |
| little america   | 335.70 |    |                 |
| creekside        | 205.63 |    |                 |
| smiths           | 69.45  |    |                 |
| pinky g          | 54.58  |    |                 |
| staples          | 52.94  |    |                 |
| smiths           | 25.20  |    |                 |
| lodge @ jh       | 488.00 | \$ | <b>1,357.97</b> |

**POLICE - ADMINISTRATION**

|                          |          |    |          |
|--------------------------|----------|----|----------|
| riverside boathouse      | 20.12    |    |          |
| riverside hotel          | 632.35   |    |          |
| dominos                  | 81.68    |    |          |
| wyoming ale works        | 42.16    |    |          |
| taylor creek store       | 63.20    |    |          |
| Uber                     | 8.12     |    |          |
| The spoke                | 17.92    |    |          |
| ventra vending           | 10.00    |    |          |
| uber                     | 54.68    |    |          |
| Uber                     | 10.00    |    |          |
| Uber                     | 41.26    |    |          |
| starbucks                | 15.26    |    |          |
| hilton                   | 13.15    |    |          |
| savor                    | 36.00    |    |          |
| uber                     | 31.55    |    |          |
| hilton hotel             | 1,319.35 |    |          |
| expenses @ wlea          | 259.09   |    |          |
| staples                  | 15.88    |    |          |
| american assoc of police | 125.00   | \$ | 2,796.77 |

**POLICE - INVESTIGATIONS**

|           |        |    |        |
|-----------|--------|----|--------|
| priceline | 525.72 |    |        |
| exxon     | 59.87  | \$ | 585.59 |

**POLICE - PATROL**

|                    |        |    |          |
|--------------------|--------|----|----------|
| Yippy I O          | 46.61  |    |          |
| Albertsons         | 121.89 |    |          |
| amazon             | 11.96  |    |          |
| supplies           | 382.74 |    |          |
| amazon             | 80.77  |    |          |
| chutes restaurant  | 22.01  |    |          |
| shell              | 45.26  |    |          |
| taylor creek store | 34.38  |    |          |
| shell              | 10.28  |    |          |
| shell              | 9.75   |    |          |
| shell              | 31.71  |    |          |
| The depot          | 46.83  |    |          |
| exxon              | 32.48  |    |          |
| pit stop           | 29.42  |    |          |
| conoco             | 35.92  |    |          |
| pinky g            | 75.79  |    |          |
| subway             | 167.69 |    |          |
| pilot              | 37.61  |    |          |
| r & r bbq          | 19.03  |    |          |
| ruby river         | 13.90  |    |          |
| kfc                | 10.81  |    |          |
| pilot              | 30.04  |    |          |
| ramada inn         | 227.33 |    |          |
| jimmy johns        | 13.85  | \$ | 1,538.06 |

**POLICE SPECIAL OPERATIONS**

|                |        |    |          |
|----------------|--------|----|----------|
| jim's trophy   | 120.00 |    |          |
| jackson lumber | 75.61  |    |          |
| dollar store   | 77.35  |    |          |
| big hole bbq   | 513.00 |    |          |
| mallorwint     | 175.00 |    |          |
| albertsons     | 60.17  | \$ | 1,021.13 |

**PUBLIC WORKS**

|         |        |    |        |
|---------|--------|----|--------|
| atssa   | 140.00 |    |        |
| super 8 | 84.55  |    |        |
| bbbseed | 124.50 |    |        |
| Cutty's | 150.00 |    |        |
| kmart   | 290.57 |    |        |
| tj maxx | 127.18 | \$ | 916.80 |

**SEWER DEPARTMENT**

|                    |        |    |               |
|--------------------|--------|----|---------------|
| wwtp course        | 122.00 |    |               |
| ysi inc            | 55.14  |    |               |
| working person.com | 109.30 | \$ | <b>286.44</b> |

**START**

|                               |          |    |                 |
|-------------------------------|----------|----|-----------------|
| cool works                    | 149.00   |    |                 |
| dollar tree & staples         | 58.84    |    |                 |
| travel expenses to california | 4,123.90 |    |                 |
| orientation                   | 77.72    |    |                 |
| BROULIMS                      | 70.27    |    |                 |
| misc                          | 18.01    |    |                 |
| postage                       | 49.67    |    |                 |
| supplies                      | 162.59   |    |                 |
| recruitment                   | 381.41   |    |                 |
| travel expenses               | 358.04   |    |                 |
| staples                       | 120.66   |    |                 |
| amazon tally counter          | 423.94   | \$ | <b>5,994.05</b> |

## STREET EXPENDITURES

|                          |        |    |                 |
|--------------------------|--------|----|-----------------|
| convex mirro             | 744.43 |    |                 |
| working person.com       | 105.30 |    |                 |
| Bubba's                  | 105.86 |    |                 |
| traffic safety warehouse | 789.00 |    |                 |
| university of maryland   | 150.00 | \$ | <b>1,894.59</b> |

**TOWN ATTORNEY**

|                   |        |    |               |
|-------------------|--------|----|---------------|
| staples           | 18.01  |    |               |
| wyoming state bar | 355.00 | \$ | <b>373.01</b> |

**TOWN HALL BUILDING**

|                     |          |    |                 |
|---------------------|----------|----|-----------------|
| bbbseed             | 125.00   |    |                 |
| dish                | 123.67   |    |                 |
| pearl street bagels | 120.00   |    |                 |
| smiths              | 427.61   |    |                 |
| facebook ads        | 206.30   |    |                 |
| albertsons          | 5.00     |    |                 |
| snow king           | 1,744.60 | \$ | <b>2,752.18</b> |

## VICTIM SERVICES

|           |        |           |
|-----------|--------|-----------|
| staples   | 63.54  |           |
| albertson | 61.21  |           |
| 4imprint  | 343.73 |           |
| coca cola | 31.60  |           |
| albertson | 45.94  |           |
| staples   | 89.50  | \$ 635.52 |

**WATER DEPARTMENT**

|               |        |           |
|---------------|--------|-----------|
| ceup plan     | 26.95  |           |
| conoco        | 23.00  |           |
| ramkota hotel | 332.00 |           |
| abc-nv        | 100.00 | \$ 481.95 |

|                 |                |
|-----------------|----------------|
| VISA ALLOCATION | \$ (32,419.62) |
|-----------------|----------------|



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** PLANNING & BUILDING

**PRESENTER:** PAUL ANTHONY

**MEETING DATE:** JANUARY 6, 2020

**SUBJECT:** TEMPORARY SIGN PERMIT – JHSC - 45<sup>th</sup> Annual Karen Oatey Pole Pedal Paddle and 38th Annual Town Downhill

### 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 for the Pole Pedal Paddle to be located at:

105 Buffalo Way, Albertsons during:  
March 22, 2020 to April 4, 2020

The applicant has requested a temporary banner for the Town Downhill to be located at:

105 Buffalo Way, Albertsons during:  
March 1, 2020 to March 14, 2020

Section 5.6.1.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 the:  
Pole Pedal Paddle to be located at:  
105 Buffalo Way, Albertsons during:  
March 22, 2020 to April 4, 2020

Town Downhill to be located at:  
105 Buffalo Way, Albertsons during:  
March 1, 2020 to March 14, 2020

## SUGGESTED MOTION

I move to **approve** the temporary banner in conjunction with Jackson Hole Ski Club 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.  
P.O. Box 1687  
Jackson, WY 83001

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

**EVENT NAME:**

Event Name: 45th Annual Karen Oaten Pole Pedal Paddle  
Physical Address of Event: Astoria Hot Springs  
Description of Event: A relay event beginning at JHMR & ending in Astoria  
Grand Opening ☐ Yes ☒ No

**EVENT SPONSOR/APPLICANT: Name:**

Mailing Address: PO Box 461 Jackson, WY 83001 Phone: 307-733-6433  
E-mail: Bziebell@jhskiclub.org ZIP: 83001  
Non-Profit: ☒ For Profit: ☐

**TEMPORARY BANNER LOCATION: Consent from Property Owner Required**

|                                                                                                  |                                                                                                  |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Business/Description: <u>Albertson's</u>                                                         | Business/Description: <u>Stillson</u>                                                            |
| Physical Address: <u>165 Buffalo Way</u>                                                         | Physical Address: <u>Intersection of 22/390</u>                                                  |
| Dates of Display: <u>3/22 - 4/4/2020</u>                                                         | Dates of Display: <u>3/23 - 4/6/2020</u>                                                         |
| Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Business/Description: _____                                                                      | Business/Description: _____                                                                      |
| Physical Address: _____                                                                          | Physical Address: _____                                                                          |
| Dates of Display: _____                                                                          | Dates of Display: _____                                                                          |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>            | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>            |

**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

Brittney Ziebell

Applicant Name Printed

Date

6/28/19  
marketing & Events  
manager

Title

**TEMPORARY SIGN PERMIT APPLICATION**

Planning &amp; Building Department

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

Event Name: JHSC Town Downhill Physical Address of Event: JHMR  
Description of Event: 38th annual Town Downhill / JHSC Fundraising event  
Grand Opening ☐ Yes ☒ No

**EVENT SPONSOR/APPLICANT: Name:**

Mailing Address: P.O. Box 461 Jackson, WY 83001 Phone: 307-733-6433  
E-mail: Bziebell@jhsclub.org ZIP: 83001  
Non-Profit: ☒ For Profit: ☐

**TEMPORARY BANNER LOCATION: Consent from Property Owner Required**

|                                                                                                  |                                                                                                  |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Business/Description: <u>Albertson's</u>                                                         | Business/Description: <u>Stillson</u>                                                            |
| Physical Address: <u>105 Buffalo Way</u>                                                         | Physical Address: <u>Intersection of 22/390</u>                                                  |
| Dates of Display: <u>3/1 - 3/14/2020</u>                                                         | Dates of Display: <u>3/2 - 3/16/2020</u>                                                         |
| Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Consent from Owner Obtained? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Business/Description: _____                                                                      | Business/Description: _____                                                                      |
| Physical Address: _____                                                                          | Physical Address: _____                                                                          |
| Dates of Display: _____                                                                          | Dates of Display: _____                                                                          |
| Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>            | Consent from Owner Obtained? Yes <input type="checkbox"/> No <input type="checkbox"/>            |

**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

Date

Title

Jackson Hole Ski & Snowboard Club's  
**KAREN OATEY  
 POLE PEDAL PADDLE**  
 MARCH 26<sup>TH</sup>  
 jhskiclub.org \* 307.733.6433 

**Banner 1**  
 12' x 5'

Jackson Hole Ski & Snowboard Club's  
**TRIPLE CROWN  
 RACE SERIES**  
**Moose Chase  
 Nordic Marathon:**  
 FEBRUARY 20<sup>TH</sup>  
**Town Downhill:**  
 MARCH 19<sup>TH</sup>-20<sup>TH</sup>  
**Karen Oatey  
 Pole Pedal Paddle:**  
 MARCH 26<sup>TH</sup>  
**Registration is open**  
 jhskiclub.org \* 307.733.6433 

**Banner 2**  
 10' x 8'

Jackson Hole Ski & Snowboard Club's  
**TRIPLE CROWN RACE SERIES**  
**Moose Chase Nordic Marathon**  
**Town Downhill**  
**Karen Oatey Pole Pedal Paddle**  
 Registration and Dates at  
 jhskiclub.org \* 307.733.6433 

**Banner 3**  
 4' x 8'

Jackson Hole Ski & Snowboard Club's  
**TOWN  
 DOWNHILL**  
 MARCH 19<sup>TH</sup> - 20<sup>TH</sup>  
**Snow King Mountain**  
 jhskiclub.org \* 307.733.6433 

**Banner 4**  
 4' x 8'

Jackson Hole Ski & Snowboard Club's  
**MOOSE CHASE  
 NORDIC MARATHON**  
 FEBRUARY 20<sup>TH</sup>  
 jhskiclub.org \* 307.733.6433 

**Banner 5**  
 4' x 8'

Jackson Hole Ski & Snowboard Club's  
**KAREN OATEY  
 POLE PEDAL PADDLE**  
 MARCH 26<sup>TH</sup>  
 jhskiclub.org \* 307.733.6433 

**Banner 6**  
 4' x 8'

Jackson Hole Ski & Snowboard Club's  
**SKI SWAP**  
 OCTOBER 22<sup>ND</sup>  
 jhskiclub.org \* 307.733.6433 

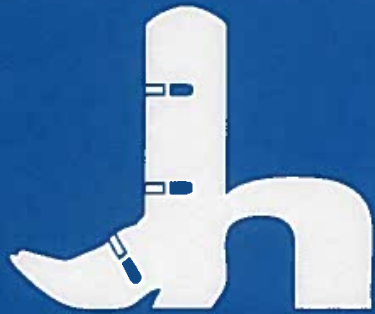
**Banner 7**  
 4' x 8'

Jackson Hole Ski & Snowboard Club's  
**BLACK TIE, BLUE JEANS  
 SKI BALL**  
 OCTOBER 1<sup>ST</sup>  
**Tickets On Sale Now**  
 jhskiclub.org \* 307.733.6433 

**Banner 8**  
 4' x 8'

Jackson Hole Ski & Snowboard Club's  
**BLACK TIE, BLUE JEANS  
 SKI  
 BALL**  
 OCTOBER 1<sup>ST</sup>  
**Tickets now on sale**  
 jhskiclub.org \* 307.733.6433 

**Banner 9**  
 10' x 8'



# **JACKSON HOLE SKI & SNOWBOARD CLUB**

---

## **Registration Now Open**

Alpine, Nordic, Freeski  
& Snowboard teams ages 6 & up

**jhskiclub.org \* 307.733.6433**

Building Champions  
in Winter Sports & in Life

8" x 10" Royal Blue Banner with White Lettering





# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Administration

**PRESENTER:** Sandy Birdyshaw

**MEETING DATE:** January 6, 2020

**SUBJECT:** Official Depositories for 2020

---

### STATEMENT/PURPOSE

Each year, the Town Council names all of the local banks as official depositories for the Town of Jackson.

### BACKGROUND/ALTERNATIVES

The Town Council has annually named all of the local banks as official depositories pursuant to Wyoming State Statutes. Any bank that has \$250,000 or more of the Town's funds needs to be named. Once the Council has named them, the bank's Board of Directors must submit a resolution pursuant to state statutes ensuring that they can guarantee the funds and that they are federally insured.

### COMPREHENSIVE PLAN ALIGNMENT

### STAKEHOLDER ANALYSIS

### FISCAL IMPACT

None.

### STAFF IMPACT

Minimal, includes sending letters and filing responses.

### LEGAL REVIEW

Not applicable.

### ATTACHMENTS

None.

### RECOMMENDATION

Staff recommends the Town Council name Wells Fargo Bank, Bank of Jackson Hole, and Rocky Mountain Bank as official depositories for the Town of Jackson during 2020.

### SUGGESTED MOTION

I move to approve the recommendation naming Wells Fargo Bank, Bank of Jackson Hole, and Rocky Mountain Bank as official depositories for the Town of Jackson during 2020.



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Public Works

**PRESENTER:** Johnny Ziem

**MEETING DATE:** January 6, 2020

**SUBJECT:** To Award Bid# 20-09 for the Purchase of a Two New Public Works Vehicles

### STATEMENT/PURPOSE

The purpose of this item is to accept and award Bid# 20-09 for the purchase of two new Public Works pickup trucks.

### BACKGROUND/ALTERNATIVES

The Public Works Department administers the bidding and purchasing of all new vehicles for the Town of Jackson. When tasked with the purchase of any new vehicle, Public Works will work directly with each submitting department to consider current and future vehicular 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 when making new vehicle purchases (when possible).

This vehicle will be purchased for and used by the Streets and Fleet Divisions of Public Works. These divisions are responsible for providing core services as related to each respective division of Public Works.

#### Vehicle #1403

| Dept   | #    | Year | Type of Vehicle | Budgeted Cost | Total MILES | Avg Annual Miles | Combined MPG | % More Efficient (+/-) | Estimated Annual/Gal. Used | Estimated Annual/Gal. Avoided | Annual \$ per/Gal. \$2.45 | Estimated Annual Savings | Pds./CO2 Saved |
|--------|------|------|-----------------|---------------|-------------|------------------|--------------|------------------------|----------------------------|-------------------------------|---------------------------|--------------------------|----------------|
| STREET | 1403 | 2001 | FORD 4X4 P/U    |               | 64379       | 3138             | 7.6          |                        | 410                        |                               | \$1,004.50                |                          |                |
| STREET |      | 2020 | CHVY 4X4 P/U    | \$40,000      |             | 3138             | 21           | 176.3%                 | 149                        | 261                           | \$365.05                  | \$639.45                 | 5,113          |

#### Vehicle #1400

| Dept  | #    | Year | Type of Vehicle | Budgeted Cost | Total Miles | Avg Annual Miles | Combined HPG | % More Efficient (+/-) | Estimated Annual/Gal. Used | Estimated Annual/Gal. Avoided | Annual \$ per/Gal. \$2.45 | Estimated Annual Savings | Pds./CO2 Saved |
|-------|------|------|-----------------|---------------|-------------|------------------|--------------|------------------------|----------------------------|-------------------------------|---------------------------|--------------------------|----------------|
| ENG   | 1400 | 2001 | FORD 4X4 P/U    |               | 56318       | 4317             | 7.8          |                        | 554                        |                               | \$1,357.30                |                          |                |
| FLEET |      | 2020 | CHVY 4X4 P/U    | \$30,000      |             | 4317             | 21           | 169%                   | 205                        | 349                           | \$502.25                  | \$855.05                 | 6,837          |

### COMPREHENSIVE PLAN ALIGNMENT

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

### STAKEHOLDER ANALYSIS

The stakeholder's for this item are the Procurement Administrator (Public Works Fleet Manager) and the Division/Department receiving the procured vehicle. Conversations are held with each group to determine which vehicle procured will be the most fuel efficient and still fulfill the specifications needed to perform each Division's/Department's daily responsibilities.

### FISCAL IMPACT

We received one bid which is listed below. The one bid was from Teton Motors of Jackson, WY. For the FY20 Budget, we show a budget of \$70,000 for the purchase of two new pickup trucks.

| <u>Vendor</u>             | <u>Vehicle Type</u> | <u>Unit<br/>Cost</u> | <u>Trade-in<br/>Value</u> | <u>Final Cost</u> |
|---------------------------|---------------------|----------------------|---------------------------|-------------------|
| Teton Motors, Jackson, WY | Pickup Truck        | \$ 62,544.60         | \$ 5,300.00               | \$ 57,244.60      |

Additional fiscal impacts will include equipment (\$5,500) and labor (\$1,904) to prepare each vehicle for use. This will bring the total realized cost for complete purchase and build of both vehicles to \$64,640 (FY20 Budget \$70,000).

#### STAFF IMPACT

Public Works staff will be impacted in additional labor hours, which are estimated to be 2 days to install equipment and prepare each vehicle for the Street and Fleet Divisions.

#### LEGAL REVIEW

Complete.

#### ATTACHMENTS

Bid# 20-09 results

#### RECOMMENDATION

Staff recommends the Town Council accept and approve Bid# 20-09 for the purchase of two new pickup trucks and award the bid to Teton Motors of Jackson, WY, in the amount of \$57,244.60.

#### SUGGESTED MOTION

I move to approve Bid# 20-09 for the purchase of two new pickup trucks, subject to any minor revisions by the Town Attorney, and award the bid to Teton Motors of Jackson, WY, in the amount of \$57,244.60.

# BID OPENING FORM

BID NUMBER: 20-09

PROJECT NAME: Two 4x4 Mid-Size Pick Ups

OPENING DATE &  
TIME: 12-19-2019 3:05 pm

OPENED BY: Eric + Jessica C.

| Name of Bidding Agency & City  | Proof of WY Residency | Number of Addendums Acknowledged | Bid Bond / Check | Model / Spec if applicable | Trade Info, if applicable | Bid Amount  | Returned Bid Bond / Check |
|--------------------------------|-----------------------|----------------------------------|------------------|----------------------------|---------------------------|-------------|---------------------------|
| 1<br>Freemont Motors<br>Casper | —                     | —                                | —                | —                          | Before Trade              | No Bid      |                           |
|                                |                       |                                  |                  |                            | After Trade               |             |                           |
| 2<br>Teton Motors<br>Jackson   | (on file)<br>Y        | 0                                | \$2,862.33       | (2)<br>2020 chev colorado  | Before Trade              | \$62,544.60 |                           |
|                                |                       |                                  |                  |                            | After Trade               | \$57,244.60 |                           |
| 3                              |                       |                                  |                  |                            | Before Trade              |             |                           |
|                                |                       |                                  |                  |                            | After Trade               |             |                           |
| 4                              |                       |                                  |                  |                            | Before Trade              |             |                           |
|                                |                       |                                  |                  |                            | After Trade               |             |                           |
| 5                              |                       |                                  |                  |                            | Before Trade              |             |                           |
|                                |                       |                                  |                  |                            | After Trade               |             |                           |
| 6                              |                       |                                  |                  |                            | Before Trade              |             |                           |
|                                |                       |                                  |                  |                            | After Trade               |             |                           |



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** DECEMBER 30, 2019  
**MEETING DATE:** JANUARY 6, 2020

**SUBMITTING DEPARTMENT:** PLANNING  
**DEPARTMENT DIRECTOR:** TYLER SINCLAIR  
**PRESENTER:** TYLER SINCLAIR

**SUBJECT:** **ITEM P19-201:** A REQUEST FOR AN AMENDMENT TO THE SNOW KING  
PLANNED RESORT DISTRICT MASTER PLAN

**APPLICANT:** SNOW KING RESORT MASTER ASSOCIATION - SKRMA  
RYAN STANLEY

**This report is supplemental to the complete report for Item P19-201 issued for the Town Council meeting dated December 2, 2019 and heard at the December 2 and 16, 2019 Regular Town Council meetings.**

## REQUESTED ACTION

Snow King Resort Master Association has applied to the Town of Jackson to amend its Resort Master Plan pursuant to Section 8.7.3 Planned Unit Development of the Town Land Development Regulations. Specifically including the following actions:

- A. Amendment to a Resort Master Plan pursuant to Section 8.7.3 Planned Unit Development
- B. Amendment to an associated Sketch Plan pursuant to Section 8.7.3 Planned Unit Development and Section 8.3.1 Sketch Plan.

## BACKGROUND

Town Council reviewed this application at Regular Town Council meetings on December 2 and 16, 2019. At these meetings Council received a presentation on the application by staff and the applicant, asked questions of staff and the applicant, received public comment and completed a Chapter by Chapter review. As part of the review Council provided general direction to staff on desired amendments to the application prior to final consideration and continued the item until January 6, 2020.

## STAFF ANALYSIS

Staff finds that the most significant outstanding issue is what is the assurance that the commitments made by the SKRMA in the Master Plan are upheld. More specifically, how will the ski hill/mountain operations portion of the plan be assured/backstopped into the future. Attached to this report staff has provided a revised Snow King Resort District Master Plan Commitments table based upon new information provided by the applicant in a letter dated December 30, 2020 (see attached). A significant change to the previous proposal is that SKRMA would now be responsible for all commitments, not other individual entities within the resort. In summary, the applicant is proposing three (3) consequences/remedies above and beyond the proposed phasing plan should any portion of the Master Plan become non-compliant as follows:

- All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and/or renegotiate Town/SKRMA agreements.
- The applicant shall assess a SKRMA fee of a minimum of 1% on overnight lodging and activity ticket sales within the resort district as a funding mechanism to maintain the minimum resources required for the maintenance of the resort district. This general funding mechanism (General SKRMA Fund) will establish a reserve fund used at the discretion of the board for communal improvements, repairs and maintenance, marketing, events or for other resort district obligations. It is to be noted that these funds are not to be construed solely as a funding mechanism for the ski area only but rather as a reserve to ensure that the district can maintain compliance with all obligations of the master plan.
- SKRMA will maintain a \$500,000 reserved fund (Reserved SKRMA Fund) generated by the 1% district wide SKRMA fee for the sole use of funding the ski area in event of non-compliance. The minimum ski hill operations are defined as follows:
  - o The applicant shall maintain winter operations at 49 hours a week barring unforeseen weather conditions, mechanical failures, or operational challenges that may necessitate deviation. The applicant shall maintain a minimum of 49 hours a week of winter operations on average over the season defined as between the beginning of December and the end of March . The hours of operation shall include accommodation of key user groups including but not limited to the Doug Coumbs Foundation and the Jackson Hole Ski and Snow Board Club. Compliance with this requirement shall be included in the annual report.

This reserved SKRMA Fund will be in place no later than 3 years after the beginning of collection to give the Association time to generate the necessary funds to build the reserve while funding improvements at the same time. This fund information will be shared with the Town of Jackson on an annual basis and will be the only financial information provided to the TOJ annually from SKRMA.

- o This reserved \$500,000 will be available to fund the ski area in the event of non-compliance of the commitment to operate the lifts during the winter months. SKRMA will be legally bound to provide this funding in the event it is required for ski area operations. This commitment will be defined to give SKRMA leeway in the event of weather, acts of god, or other events out of SKRMA's control that prevent operation for an exact number of hours during the months of December – March.
- o Should the ski area require the use of funds from the \$500,000 account, the 1% general SKRMA fee will immediately be used to replenish this reserved account and be available for ski area operations as required.
- o If during a period of non-compliance, general SKRMA fees are unable to generate sufficient income to replenish the reserved fund and continue spinning lifts, SKRMA can designate a line of credit to guarantee the \$500,000 or add funds from any source to maintain compliance, in the event funds are used to operate the lifts.

Staff has also revised the annual reporting requirements to reflect the changes included here regarding the provision of financial information to the Town.

In addition, the applicant is required through the phasing plan to construct the proposed gondola prior to any development in Sub-area #2 and prior to opening of the zipline.

Furthermore, the applicant has proposed that language be added to the Master Plan guaranteeing recreational components of Snow King Mountain Resort that operate in Sub-Areas 4 and 5 will not be broken apart and sold separately in exchange for an acknowledgement in the Master Plan that future recreational amenity applications consistent with ski areas will be generally permitted upon review. Staff has revised this proposal in the attached commitment table to include a prohibition on subdivision, and that the requirement would

apply to recreational amenities located on the United States Forest Service permit land as well as on private property. In addition, staff is not recommending that the proposed general language regarding recreational amenity applications being generally permitted by included as this determination will be made during individual application review.

As noted above Council should review the attached Snow King Resort District Master Plan Commitments table for a complete listing of all commitments under the Master Plan, who is responsible, the timing of the commitment and what occurs should the commitment become non-compliant. Council should be prepared to discuss any proposed changes or modifications to this table at the meeting , otherwise these items will be considered complete for this stage of the project review.

Staff notes that prior to final approval by Town Council the applicant shall work with the Town to draft specific legal documents/language/mechanisms assuring all obligations including enforcement of SKRMA under the Master Plan are required of all obligated property owners in perpetuity. Documents may include but are not limited to SKRMA Bylaws, the Master Plan, Affidavits Affecting Title, etc.

### **Revised Master Plan Amendments**

Since the December 16, 2019 meeting staff has modified the proposed amendments (**shown in red text**) to the Master Plan recommended by the Planning Commission and Staff (as conditions of approval) based upon Council direction.

Staff has provided below a revised list of proposed amendments by chapter for consideration by Council at the meeting. It is staff's recommendation that Council review the revised conditions prior to the meeting and identify any that require further discussion and/or amendment, otherwise these items will be considered complete for this stage of the project review.

### **Chapter 1: Statement of Purpose and Existing Conditions**

#### **Recommended Amendments:**

1. The applicant shall revise the Master Plan to clearly articulate the role, function and location of the convention center portion of the Master Plan going forward.
2. The applicant shall retain the statement proposed for deletion shown on page 8.
3. The applicant shall revise the included zoning map to current zoning.
4. The applicant shall revise the plan to clarify whether properties in sub-area 6 are required to be part of SKRMA or not. If these properties are included in SKRMA the long term financial responsibilities and obligations for future improvements shall be documented prior to assessment of any SKRMA fees or assessments.

### **Chapter 2: Consistent with the Comprehensive Plan**

#### **Recommended Amendments:**

5. Applicant shall revise Chapter II to include compliance with the 2012 Comprehensive Plan and the interrelatedness of the 1994 and 2012 Comprehensive Plans.

### **Chapter 3: Compliance with the Land Development Regulations**

#### **Recommended Amendments:**

None

## **Chapter 4: Master Site Plans**

### Recommended Amendments:

None

## **Chapter 5: Land Use Plan**

Based upon Council direction staff has provided condition #7 requiring an annual report be provided to staff of all special events occurring inside the resort including but not limited to the number of patrons, hours and any associated off-site impacts by January 1 of each year. The purpose of the report will be to allow staff and if deemed necessary by staff, Council to determine whether there have been compatibility issues with said events and if necessary, change the requirement for certain events to a Conditional Use or Special Use permit at the Town's discretion.

### Recommended Amendments:

6. Applicant shall revise the proposed land use schedule to require a Conditional Use Permit for all permanent Outdoor Amusement/recreation and Commercial Amusement uses.
7. [Applicant shall revise the Plan to require an annual report be provided to staff of all temporary special events including but not limited to number of patrons, hours, and any associated off-site impacts by January 1 each year. Should staff or Council determine that there have been compatibility issues with said events a Conditional Use or Special Use permit may be required going forward at the Town's discretion.](#)

## **Chapter 6: Design Guidelines**

Based upon Council discussion, the applicant has proposed that all construction within the Master Plan be subject to updated sustainable building codes adopted by the Town. Staff acknowledges this statement but does not find it necessary to include it as a recommended amendment as it would already be a requirement of the Town that all construction meet the current and applicable building related codes at the time of permitting.

### Recommended Amendments:

None

## **Chapter 7: Dimensional Limitations Plan**

The applicant has revised condition #8 to include maximum building elevations for Sub-area #1. Staff finds the proposed elevations acceptable as they are consistent with those found in the existing Plan. The applicant has not provided any additional information on condition #10 and thus the condition has been provided unchanged.

### Recommended Amendments:

8. Applicant shall [revise the Plan to include the maximum building elevations from the existing master plan for Sub-area #1 for the two proposed buildings. Specifically, this would be 6,400ft of elevation for the top of the eastern building and 6,370ft for the top of the western building.](#)
9. Applicant shall revise Sub-Area #1 to include a 10-20-foot setback along Vine Street to allow for adequate landscaping and screening adjacent to the proposed structures and to be able to accommodate all features of a complete street along Vine Street including all modes of transportation including START buses, pedestrians and bikes in a safe and inviting manner.
10. Applicant shall provide information in Sub-Area #1 regarding the elevation of the proposed structures along Vine Street and the height of the adjacent resort loop road to better be able to consider the height of the proposed structures prior to approval of the amendment.
11. The applicant shall remove the proposed vehicle access drive located near the Snow King and Vine Street intersection.
12. Applicant shall include language in Sub-area #3 for Lot 58 to ensure compatibility with the neighborhood to the east including but not limited to consideration at time of Development Plan of stepping down the building height, additional landscape screening, etc.
13. Applicant shall revise Sub-area #4 to state the applicant will be required to submit a separate application for a Conditional Use Permit for the proposed zip line. The CUP application shall include an operational plan and associated impacts for all outdoor recreational uses in this area including but not limited to the Mountain Coaster, Alpine Slide, Mini-golf and Maze to determine the overall cumulative effect including but not limited to hours and days of operation, noise, lighting, and other associated impacts to the area.
14. Applicant shall provide language in this Chapter to ensure that all development within the Master Plan shall meet the LDR hillside development requirements in place at the time of Development Plan.
15. The applicant shall provide discussion on whether appropriate areas for light industrial uses associated with mountain operations and overall resort maintenance have been provided for in Sub-Area #4 and #5 or other areas of the Master Plan to determine if more space is needed for this use and if so where it will be located.
16. The applicant shall revise the Master Plan to require all light industrial uses be reviewed and approved through Conditional Use Permit process.
17. Applicant shall revise all building elevations to include the appropriate sub-areas and buildings.

## **Chapter 8: Housing Element**

The applicant has proposed two (2) changes regarding the housing element as follows:

- SKRMA accepts the new housing mitigation minimum requirement proposed at the December 16<sup>th</sup> meeting to be at the prior Master Plan's level (2000 Master Plan).
- In exchange SKRMA proposes that 40% of housing mitigation requirements can be constructed as dorm style units, and that any employee (also up to 40%) of the district can live in those dorm units.

Staff has incorporated the first proposed change into the revised conditions below as the concept is consistent with Council direction/discussion on the issue. Council may want to discuss whether the proposed minimum requirement is acceptable. Staff has not included the second proposed change as it did not seem consistent with the previous Council direction/discussion on this issue but could be considered by Council in relationship to the first proposed change. Although not consistent with the previous Council discussion, Staff would encourage Council consider the applicant's requests on housing as part of the overall package of amendments now more clearly being considered.

### **Recommended Amendments:**

18. Applicant shall revise the Master Plan throughout to refer to Affordable Workforce Housing Requirements and not Employee Housing Requirements. In addition, the applicant shall include that the minimum housing requirements regardless of any changes at the State or local level shall be the housing requirements of the 2000 Master Plan.
19. Applicant shall revise the Master Plan to state that no more than 25% of the total required Housing be satisfied through the use of dormitory units ~~and/or to be consistent with the allowed use of dormitory units in the Teton Village Area One Master Plan.~~

## **Chapter 9: Transportation Element**

Council had significant discussion regarding the proposed TDM plan, specifically, whether any of the recommendations of the START Board should be required. Based upon the discussion there were no changes recommended to the proposed TDM plan at this time. Staff has attached a memorandum dated September 9, 2019 outlining the START comment on the application. The applicant has committed that in addition to the proposed expansion to TDM requirements contained in the application, SKRMA would also add language to the application that would require funding START if businesses town wide are required to do so in the future by Town of Jackson ordinance or rule.

### Recommended Amendments:

20. Applicant shall revise the Chapter to incorporate the most current data and transportation improvements that have been made.
21. Applicant shall be required to maintain the availability of the surface parking lots in Sub-area #2 for use by all patrons to the area and the downtown. The applicant shall be required to pave these lots when deemed necessary by the Town based upon a trigger developed prior to Master Plan approval.
22. Applicant agrees to participate in a TDM program development for the entire Snow King Base area with other surrounding property owners and users.
23. Applicant shall revise the Master Plan to include a requirement to fund START if businesses town wide are required to do so in the future by Town of Jackson ordinance or rule.

## **Chapter 10: Capital Improvement Plan**

### Recommended Amendments:

24. Applicant shall address all conditions of the Town Engineer.

## **Chapter 11: Phasing and the Snow King Resort Master Association**

## **Chapter 12: Community Services Element**

Staff has provided a detailed discussion of this issue above. Proposed condition #25 has been revised to ensure that the applicant and Town are clear that significant legal work will be required prior to final consideration/approval of the amended Master Plan to ensure the Snow King Resort District Master Plan Commitments described herein are clearly articulated and binding on all parties involved.

### Recommended Amendments:

25. Applicant shall revise Chapters 11 and 12 to reflect the commitments described in the Snow King Resort District Master Plan Commitments table as amended at this meeting. Prior to final approval by Town Council the applicant shall work with the Town to draft specific legal documents/language/mechanisms assuring all obligations including enforcement of SKRMA under

the Master Plan are required of all obligated property owners in perpetuity. Documents may include but are not limited to SKRMA Bylaws, the Master Plan, Affidavits Affecting Title, etc.

### **Applicant Response to Planning Commission Recommendation**

The applicant has provided a letter dated December 30, 2019, responding to the discussion and amendments of the December 16 Town Council meeting (see attached).

### **Teton County Board of County Commissioners Comments**

Staff has attached required comments from the Teton County Board of Commissioners dated December 9, 2019, that had been provided previously via email but not attached to official documentation for this item.

### **ATTACHMENTS**

Applicant letter, dated December 30, 2019  
Snow King Resort District Master Plan Commitments Table, January 6, 2020  
Teton County Board of County Commissioners letter dated December 9, 2019  
START comments dated September 16, 2019

### **RECOMMENDATIONS/ CONDITIONS OF APPROVAL**

The following recommendations and associated amendments combine those of the Planning Director and Planning Commission.

**Item A:** The Planning Director and Planning Commission recommend **approval** of a Planned Unit Development to allow amendments to the Snow King Planned Resort District Master Plan subject to the department reviews and the amendments described in this report being made to the Master Plan.

**Item B:** The Planning Director and Planning Commission recommend **approval** of a Sketch Plan for the Snow King Planned Resort District Master Plan subject to the department reviews and any conditions deemed necessary by staff to conform with the language approved in the Planned Unit Development amendment in Item A.

### **SUGGESTED MOTIONS**

**Item A:** I move to direct staff to 1) work with the applicant to amend the Snow King Planned Resort District Master Plan subject to the conditions and department reviews from the December 2, 2019 staff report pursuant to the Town Council direction provided at subsequent meetings, 2) make any other necessary edits to the satisfaction of the Community Development Director, Planning Director and Town Attorney, 3) obtain SKRMA's formal position on the revised amended conditions; and 4) once staff has obtained SKRMA's formal position on the amendments, bring this item back for final consideration by Town Council at the February 3, 2020 Regular Town Council meeting.

**Item B:** I move to continue Item P19-201, a Sketch Plan for the Snow King Planned Resort District Master Plan, to February 3, 2020.



December 30, 2019

Ryan Stanley  
Vice President  
Snow King Mountain Resort  
Jackson, WY 83001

Tyler Sinclair  
Town of Jackson Planning Director  
PO Box 1687  
Jackson, WY 83001

RE: New Town Council Recommendations

Dear Tyler,

Snow King Resort Master Association (SKRMA) would like to provide the following information in response to the Town Council Meeting on December 16<sup>th</sup>, 2019 and subsequent meeting with staff on December 20<sup>th</sup>.

The conditions arrived at by the Town Council with respect to the review of individual chapters of the master plan are generally acceptable to SKRMA. The following comments pertain to Council discussion regarding the proposed 1% fee and agreement to continually operate the ski area during winter months.

We believe that the most impactful means of ensuring compliance with the master plan and in turn the continued operation of the ski area in winter, is achieved through the Town's ability to suspend development rights within the district. This lever has the ability to impact multiple property owners and businesses within the district in a way that will ensure SKRMA is incentivized to both remain in compliance, and to resolve non-compliance issues in a timely manner. In addition, the proposed phasing plan helps ensure that community benefits such as the development of a gondola, which helps ensure the ability to operate the ski area during winter, occur prior to or in conjunction with other aspects of resort development. Together, these amendments to the master plan will clarify community concerns related to the obligation of SKRMA to operate the ski area during winter months, and ensure its operation in the future.

Additionally, and specific to the proposed amendment in the master plan to keep the ski area operational during the winter (weather permitting), we would like to propose the following compliance assurances.

- SKRMA will maintain a \$500,000 annual balance in its banking account that is generated by a 1% district wide SKRMA fee. This balance will be in place no later than 3 years after the beginning of collection to give the Association time to generate the necessary funds to build the reserve while funding improvements at the same time. This bank account information will be shared with the Town of Jackson on an annual basis and will be the only financial information provided to the TOJ annually from SKRMA.



- This \$500,000 will be available to fund the ski area in the event of non-compliance of the commitment to operate the lifts during the winter months. SKRMA will be legally bound to provide this funding in the event it is required for ski area operations. This commitment will be defined to give SKRMA leeway in the event of weather, acts of god, or other events out of SKRMA's control that prevent operation for an exact number of hours during the months of December – March.
- Should the ski area require the use of funds from the \$500,000 account, the 1% fee collections will immediately be used to replenish this account, and be available for ski area operations as required.
- If during a period of non-compliance, SKRMA fees are unable to generate sufficient income to replenish this bank account and continue spinning lifts, SKRMA can designate a line of credit to guarantee the \$500,000 or add funds from any source to maintain compliance, in the event funds are used to operate the lifts.
- SKRMA will work with the Town Attorney to create a binding legal agreement to reflect the terms listed above.

As it relates to housing, SKRMA accepts the new housing mitigation floor proposed at the December 16<sup>th</sup> meeting to be at the prior Master Plan's level (2000 Master Plan). In exchange SKRMA proposes that 40% of housing mitigation requirements can be constructed as dorm style units, and that any employee (also up to 40%) of the district can live in those dorm units.

Regarding building heights in Sub-Area One, it is proposed that the maximum elevations in the existing master plan be used for the two buildings proposed in the revised master plan. Specifically, this would be 6,400ft of elevation for the top of the eastern building and 6,370ft for the top of the western building.

SKRMA proposes that in addition to the proposed expansion to TDM requirements contained in the application, SKRMA would also add language to the application that would have us accept funding START if businesses town wide are required to do so in the future by a new Town of Jackson ordinance or rule.

SKRMA proposes that potential future town wide regulation as it relates to sustainable building codes would be adopted into SKRMA's Master Plan if and when such regulations become adopted by The Town of Jackson.



SKRMA proposes that language be added to the Master Plan guaranteeing recreational components of Snow King Mountain resort that operate in Sub-Areas 4 and 5 will not be broken apart and sold separately in exchange for an acknowledgement in the Master Plan that future recreational amenity applications consistent with ski areas will be generally permitted upon review.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Stanley".

Ryan Stanley

Snow King Resort District Master Plan Commitments  
January 6, 2020

| <b>Commitment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Responsible</b>  | <b>Required Prior To</b>    | <b>If Violated Post Development</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The applicant shall assess a SKRMA fee of a minimum of 1% on overnight lodging and activity ticket sales within the resort district as a funding mechanism to maintain the minimum resources required for the maintenance of the resort district. This funding mechanism will establish a reserve fund used at the discretion of the board for communal improvements, repairs and maintenance, marketing, events or for other resort district obligations. It is to be noted that these funds are not to be construed solely as a funding mechanism for the ski area only but rather as a reserve to ensure that the district can maintain compliance with all obligations of the master plan.</p> | <p>SKRMA + Town</p> | <p>Master Plan approval</p> | <p>All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.</p> <p>Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above including but not limited to fines and other legal remedies to ensure compliance.</p> <p>Funding created through this fee will be required to be utilized to address the violation.</p> |

| Commitment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Responsible | Required Prior To                      | If Violated Post Development                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>SKRMA will maintain a \$500,000 reserved fund (Reserved SKRMA Fund) generated by the 1% district wide SKRMA fee for the sole use of funding the ski area in event of non-compliance.</p> <ul style="list-style-type: none"> <li>• This reserved SKRMA Fund will be in place no later than 3 years after the beginning of collection to give the Association time to generate the necessary funds to build the reserve while funding improvements at the same time. This fund information will be shared with the Town of Jackson on an annual basis and will be the only financial information provided to the TOJ annually from SKRMA.</li> <li>• This reserved \$500,000 will be available to fund the ski area in the event of non-compliance of the commitment to operate the lifts during the winter months. SKRMA will be legally bound to provide this funding in the event it is required for ski area operations. This commitment will be defined to give SKRMA leeway in the event of weather, acts of god, or other events out of SKRMA's control that prevent operation for an exact number of hours during the months of December – March.</li> <li>• Should the ski area require the use of funds from the \$500,000 account, the 1% general SKRMA fee will immediately be used to replenish this reserved account and be available for ski area operations as required.</li> <li>• If during a period of non-compliance, general SKRMA fees are unable to generate sufficient income to replenish the reserved fund and continue spinning lifts, SKRMA can designate a line of credit to guarantee the \$500,000 or add funds from any source to maintain compliance, in the event funds are used to operate the lifts.</li> </ul> | SKRMA       | Within 3 years of beginning collection | <p>All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.</p> <p>Funding created through the 1% SKRMA fee will be required to be utilized to maintain the minimum \$500,000 reserve fund.</p> |

| <b>Commitment</b>                                                                                                                                                                                                                                                                                                                                 | <b>Responsible</b> | <b>Required Prior To</b>           | <b>If Violated Post Development</b>                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| An Annual Report to be reviewed by Town Council based upon the SKRMA fiscal year to include: 1) phasing plan compliance, 2) Confirmation that the 1% SKRMA fee has been collected and the balance of the general and reserved funds; 3) SKRMA board composition, 4) status of organization, 5) current membership and contact information 6) etc. | SKRMA              | Any development the following year | <p>All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.</p> <p>Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above including but not limited to fines and other legal remedies to ensure compliance.</p> |
| TDM Plan                                                                                                                                                                                                                                                                                                                                          | SKRMA              |                                    | <p>All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.</p> <p>Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above including but not limited to fines and other legal remedies to ensure compliance.</p> |
| Parking Plan                                                                                                                                                                                                                                                                                                                                      | SKRMA              |                                    | <p>All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.</p> <p>Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above including but not limited to fines and other legal remedies to ensure compliance.</p> |
| Define in the Master Plan responsibility for installation, maintenance, and operation of all private infrastructure including water, sewer, stormwater, and roads                                                                                                                                                                                 | SKRMA              | Master Plan approval               | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| <b>Commitment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Responsible</b> | <b>Required Prior To</b> | <b>If Violated Post Development</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Insert a table of commitments required to comply with Master Plan into Chapter 11, which shall include for each commitment the responsible party, the phasing of the commitment prior to entitlements in the Master Plan, and the recourse for violation of the commitment after the entitlements are developed                                                                                                                                                                                                                                                                                                            | SKRMA              | Master Plan approval     | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| The applicant shall maintain winter operations at 49 hours a week barring unforeseen weather conditions, mechanical failures, or operational challenges that may necessitate deviation. The applicant shall maintain a minimum of 49 hours a week of winter operations on average over the season defined as between the beginning of December and the end of March . The hours of operation shall include accommodation of key user groups including but not limited to the Doug Coumbs Foundation and the Jackson Hole Ski and Snow Board Club. Compliance with this requirement shall be included in the annual report. | SKRMA              | Any development          | <p>The SKRMA reserve fund containing a minimum of \$500,000 created specifically for this purpose shall be utilized to obtain compliance.</p> <p>The SKRMA general fund created through the 1% SKRMA fee above and beyond the minimum \$500,000 reserve fund for maintaining ski hill operations shall be utilized to obtain compliance.</p> <p>All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.</p> <p>Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above including but not limited to fines and other legal remedies to ensure compliance.</p> |
| Private shuttle service to downtown, airport and to Teton Village to be reviewed annually as part of the annual report <u>or</u> the applicant shall be required to provide a reasonable and measured contribution to START as determined by the START Board, Town Council and SKRMA based upon a defined metric of ridership by resort guests.                                                                                                                                                                                                                                                                            | SKRMA              | Dec. 31, 2020            | <p>If private service is suspended or deemed not sufficient by the Town and/or the contribution cannot be agreed to within one year or is not provided as required all further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.</p> <p>The general SKRMA fund created through the 1% fee will be required to be utilized to address the violation.</p>                                                                                                                                                                                                                                                                                                    |

| <b>Commitment</b>                                                                                                                                                                                                                                                                                                  | <b>Responsible</b>       | <b>Required Prior To</b>                           | <b>If Violated Post Development</b>                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Applicant shall notify the Town prior to significant and irregular avalanche control and include in the required annual report.                                                                                                                                                                                    | Snow King Mountain (SKM) | Upon Approval of Master Plan approval.             | <p>All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.</p> <p>Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above including but not limited to fines and other legal remedies to ensure compliance.</p> |
| Applicant shall commit to work with the Town and other partners to provide the land for and construct a second sheet of ice west of the current ice arena, should this location be determined the best location.                                                                                                   | SKRMA                    | N/A                                                | <p>All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.</p> <p>Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above including but not limited to fines and other legal remedies to ensure compliance.</p> |
| Applicant shall commit to work with the Town and other partners to provide the land for and construct a Mountain Sports Center. Applicant shall show the Mountain Sports Center including a second sheet of ice, as the only use and building envelope in Sub-area #5 other than the mountain operations facility. | SKRMA                    | N/A                                                | <p>All further development that has not received a building permit under the Master Plan shall be suspended until agreement by the applicant and the Town to amend the Master Plan and renegotiate Town/SKRMA agreements.</p> <p>Applicant shall work with staff to ensure that compliance issues can be addressed through non-Building Permit remedies in addition to the above including but not limited to fines and other legal remedies to ensure compliance.</p> |
| Building the gondola                                                                                                                                                                                                                                                                                               | SKM                      | Prior to development of Sub-area 2 and a zip line. | Compliance is safeguarded through the phasing plan requiring the gondola be built prior to development of Sub-area #2 and prior opening of the zip line.                                                                                                                                                                                                                                                                                                               |

| <b>Commitment</b>                                                                                                                                                                                                                                                                    | <b>Responsible</b>          | <b>Required Prior To</b> | <b>If Violated Post Development</b>        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------|--------------------------------------------|
| Enter a shared parking agreement or revise the Master Plan for parking located on Sub-area 2 and adjacent Town properties to require shared parking for public and private use on both properties. includes responsibility and timing for construction, maintenance and snow removal | SKM, or future owner + Town | December 31, 2020        | Agreement enforced per terms of agreement. |
| Revise lease agreements and/or land transfers consistent with the Master Plan.                                                                                                                                                                                                       | SKM, or future owner + Town | December 31, 2020        | Agreement enforced per terms of agreement. |



## BOARD OF COMMISSIONERS

Natalia D. Macker, Chair  
Greg Epstein, V-Chair  
Mark Barron  
Mark Newcomb  
Luther Propst

December 9, 2019

Mayor & Town Council  
Town of Jackson  
150 E Pearl Ave  
Jackson, WY 83001

Re: *Comments on Proposed 2019 Snow King Master Plan Amendments (P19-201)*

Dear Mr. Mayor and Jackson Town Council members,

Please accept these comments from the Teton County Board of County Commissioners on the Snow King Master Plan amendment request (P19-201) currently under review by the Town of Jackson. In conformance with Section 4.3.1.E.4 of the Town Land Development Regulations, the application was reviewed and discussed at the December 3, 2019 Board of County Commissioners meeting.

Town of Jackson Land Development Regulations Section 4.3.1.E.4:

*Joint Review by Town and County. The Town Planning Commission and the Town Council shall receive and consider recommendations from the County Planning Commission and Board of County Commissioners regarding any Planned Resort master plan application in the Town. For the same purpose, The Town Planning Commission and Town Council shall make recommendations to the County Planning Commission and Board of County Commissioners regarding any Planned Resort master plan application within the County.*

*a. Purpose. The purpose of the County's and Town's review of any Planned Resort in the other jurisdiction is to recognize the impact of resorts on neighboring jurisdictions and to provide an opportunity for cooperation in planning and mitigation of potential impacts.*

*b. Intent. The intent of review is for the County Planning Commission and Board of County Commissioners to have an opportunity for review and comment of a Planned Resort. The County's role is advisory only and does not include a voting participation in review of the Planned Resort master plan.*

The following summarizes the Teton County Board of County Commissioners comments on the subject application:

- A comprehensive comparison of all resort zones within the Town and County should be considered as a step toward ensuring fairness in regulations and expectations applied to each resort while recognizing that some differences may be attributable to the uniqueness of each resort. Specifically, travel demand management, fee structures and fee use, housing requirements, and use allowances should be summarized for each resort zone and compared.
- When considering this amendment request in the context of the Comprehensive Plan, business goals of the applicant should be aligned with community goals. Economic sustainability is a Comprehensive Plan goal.
- The proposed 1% fee and the proportional ownership representation structure of the Snow King Resort Master Association (SKRMA) is appropriate. Based on demonstrated success and use of the 1% fee, options to increase the fee in the future could be considered.



## BOARD OF COMMISSIONERS

Natalia D. Macker, Chair  
Greg Epstein, V-Chair  
Mark Barron  
Mark Newcomb  
Luther Propst

- The Snow King Master Plan should be entitled to the same economic drivers originally intended in this master plan and in ski-area Forest Service designations in the same manner as all other mountain resort master plans and within the ability to make the legal findings as required in the master plan regulations.
- Encourage forward-thinking transportation partnerships that reflect changing paradigms in the way Snow King visitors and employees move throughout the community. SKRMA may consider analyzing their contribution to START ridership and providing commensurate fiscal contribution to offset impacts.

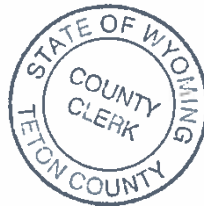
Thank you for the opportunity to provide comments from Teton County to the Town of Jackson concerning the 2019 Snow King Master Plan Amendments. We look forward to our continued cooperation in the review of important community issues that impact both the Town of Jackson and Teton County.

Sincerely,

Natalia D. Macker  
Chairwoman, Teton County Board of Commissioners

ATTEST:

Sherry L. Daigle  
Teton County Clerk



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**TO:** Tyler Sinclair

**FROM:** Darren R Brugmann, Director 

**DATE:** September 16, 2019

**SUBJECT:** START Comments – Snow King Master Plan Amendments

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On behalf of action taken by the START Board of Directors at their regularly scheduled meeting held on September 12, 2019 I offer the following comments regarding the Snow King proposed Master Plan amendments:

The START Board recommends the following 5 TDM Strategies should be required (not an option and/or choice) in the Snow King Master Plan. The strategies assist with regards to meeting goals and Strategy Objectives outlined in the Integrated Transportation Plan:

1. SKMR shall provide free bus passes (trips) to all employees;
2. SKRM shall provide free trips for all guests;
3. SKRM shall provide employee ride-share incentives
4. SKRM shall provide free parking for high occupancy vehicles and require paid parking for single occupancy
5. SKRM shall provide a shuttle to JAC (airport)

The free bus passes would be the responsibility of the employer, not the SKRM employee, and to mirror the language that is required of the Jackson Hole Mountain Resort.

Thank you for the opportunity to comment and I am available for any further clarification or questions.



Darren R. Brugmann  
START Director



# TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

**PREPARATION DATE:** JANUARY 2, 2020  
**MEETING DATE:** JANUARY 6, 2020

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

**SUBJECT:** **ITEM P19-269:** A REQUEST FOR FINAL PLAT APPROVAL FOR THE GROVE CONDOMINIUMS PHASE THREE SECOND FILING ADDITION TO THE TOWN OF JACKSON

**OWNER:** JACKSON/TETON COUNTY HOUSING AUTHORITY

**REPRESENTATIVE:** KRIS GREENVILLE, HABITAT FOR HUMANITY

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## STATEMENT/PURPOSE

The applicant is requesting Final Plat approval for the Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson for eight (8) units (two middle buildings) for the property addressed as 825 W. Snow King Avenue.

## APPLICABLE REGULATIONS

Section 8.5.3 Subdivision Plat  
Section 7.2.4 Condominium and Townhouse Subdivision

## LOCATION

The property is currently described as PT. NW1/4SW1/4, SEC. 33, TWP. 41, RNG. 116 PARCEL B and addressed as 825 W. Snow King Avenue. An aerial photo and zoning map are shown on the following page:



## BACKGROUND/ALTERNATIVES

Approval for an amendment to the Grove Planned Mixed-Use Development Master Plan (PMUD) and a Final (Major) Development Plan, as well as approval for Planned Unit Development (PUD) and Final (Intermediate) Development Plan, was given by Town Council on December 16, 2013. This approval allowed 94,019 sf of total development (commercial and affordable residential) on the three parcels of land (3.9 acres in total) owned by the Teton County Housing Authority (TCHA) on this site that fronts both Scott Lane and Snow King Avenue. A total of 48 condominiums, 20 apartments and retail was approved within three phases – Phase One & Two have already been developed.

- Phase I, the site adjacent to Scott Lane, consists of approximately 5,800 sf of retail on the ground level and 20 residential apartments on the second and third floor (10 units per floor).
- Phase II, the middle site, consists of 24 condo units within 6 buildings.

On April 16, 2016, the Teton County Board of Commissioners granted Habitat for Humanity of the Greater Teton Area the opportunity to develop Phase Three of The Grove affordable housing project. On April 3, 2017 the Town Council approved an amendment to the Final (Intermediate) Development Plan for Phase Three which included modifications to the following: a) Site Configuration; b) Landscape Surface Ratio (LSR); c) Circulation; d) Parking; e) Affordable Housing Category/Number of Bedrooms; f) Architecture/Materials; and g) Phasing.

In summary, Phase Three includes twenty-four (24) 3-bedroom, 2-story condominiums that will be permanently deed-restricted as Category 1 affordable housing units. The condo units are contained within six (6) 4-plex buildings with tuck-under parking. As part of the amendment, Habitat for Humanity has an approved phasing plan that corresponds with their anticipated funding and construction schedule. The proposed twenty-four (24) unit development is to be constructed in three (3) stages; each stage is to include two (2) 4-plex buildings having a total of eight (8) 3-bedroom units with sixteen (16) tuck-under parking spaces. Each stage is estimated to take approximately sixteen (16) months and with construction beginning in 2017, the project should be completed and fully occupied by Fall 2021.

On October 1, 2018 the Town Council approved a Final Plat for the Grove Phase Three First Filing which included the two northern-most 4-plex buildings.

## PROJECT DESCRIPTION

The applicant is requesting approval for a final plat on a 1.86-acre parcel for the Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson for eight (8) 3-bedroom units that are organized into 2 four-plexes (two middle buildings). Each four-plex has 8 tuck-under parking spaces, two per unit.

## STAFF ANALYSIS

Staff finds that the proposed plat is in conformance with all previously approved permits and on the condition that all requirements in the departmental reviews are met, it presents no significant issues. The condominiums conform to the approved building permits provided for the units.

Title 22, who performed the thirty party title review, brought up two potential issues on how the phased platting in Phase Three is being conducted. They also presented possible solutions that will need to be worked out by the applicant's title company (Wyoming Title & Escrow) and attorney prior to recordation of the plat.

- One concern is that due to the way the Phase Three First Filing was plated (i.e., reserving a large portion of the plat area as common element), the 24 existing owners in Phase Two and 8 existing owners in Phase Three First Filing now have a common undivided interest (i.e. ownership) in this common

element portion of proposed Phase 3 First Filing. Thus, the proposed further subdivision of any portion of the common element of Phase Three First Filing would now require a signature of consent from each of the 32 owners. These signatures have not been obtained. While this is a technical concern that should be addressed, it is not a practical concern (from staff's perspective) because the existing 32 Grove condo owners are already aware that the Habitat condos will be built as proposed. Title 22 has provided a potential solution which is to record an affidavit clarifying/correcting the common elements similar to the one recorded with the One Town Hill condo subdivision.

- A second discrepancy is that the description of the Phase Three Second Filing includes a reference to Adjusted Parcel B even though Adjusted Parcel B was replaced with Plat 1395 as part of Phase Three First Filing. Title 22 has provided a potential solution by changing the described platted area from Adjusted Parcel B to GCE-A which is the current description of the common area for the proposed plat.

Staff spoke with the applicant's attorney Stefan Fodor about the above issues. Mr. Fodor told staff that the Second Filing will not in any way affect the common interest of any owners in Phase 2 or Phase 3. In addition, both Title 22 and the applicant's attorney agree that the above issues would be resolved if the underwriter can insure the units. Planning staff is generally comfortable with this resolution but will look carefully at future plats that involve multiple phases to ensure that these types of complications are avoided if possible.

The applicant has submitted the required deed restriction language to be recorded with the Category #1 affordable housing units, the Grove Development Agreement (in lieu of the Subdivision Improvement Agreement) and CC&Rs. The proposed restrictions are different than the approved restriction templates normally used so the document requires approval from the Town. The Housing Department has reviewed the restriction and has no objections. The proposed restriction is the same document that was recorded on the first eight units on the site. The main difference with the restriction is that Habitat for Humanity will be managing and enforcing them. A list of the differences are laid out in the department reviews attached hereto.

According to Division 7.5, all residential subdivisions, including affordable units, are required to dedicate lands for school and park development. The proposed subdivision for this stage of Phase Three will result in 8 additional units, thus the applicant/owner is subject to a Park Exaction fee of \$21,600 and School Exaction fee of \$12,000.

## STAFF FINDINGS

**8.5.3.c. Subdivision Plat.** All subdivision plat proposals may be approved only if all of the following findings are made:

1. *The proposed project is in substantial conformance with an approved development plan or development option plan.*

Complies. As conditioned, staff finds the proposed second filing of the Final Plat for Phase Three to be in substantial conformance with the previously approved Final (Intermediate) Development Plan. The applicant has met all the required conditions and paid all associated fees.

2. *The proposed project complies with the standards of this Section.*

Complies. Staff finds that the proposed project complies with the subdivision standards of Section 8.5.3.

3. *The proposed project complies with the subdivision standards of Division 7.2.*

Complies. Staff finds that the applicant has submitted all required documents required by the subdivision standards, thus staff finds that the proposed replat complies with Division 7.2.

4. *The proposed project complies with all other relevant standards of these LDRs*

Complies. Staff finds that the proposed project complies with all other relevant standards of these LDRs including all physical development.

ATTACHMENTS

Departmental Reviews  
Applicant Submittal

FISCAL IMPACT

School Exaction - \$12,000  
Park Exactions - \$21,600

STAFF IMPACT

None identified.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of the Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson addressed at 825 W. Snow King Avenue subject to the following conditions:

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

SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for Item P19-269, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, to approve a Final Plat for the Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson for the property addressed at 825 W. Snow King Avenue subject to the departmental reviews attached hereto and the following conditions of approval

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

Departmental Reviews (Trakit Report to follow due to Trakit errors)

Legal, Lea Colasuonno:

(12/13/2019 12:48 PM LC)

The Plat needs to be corrected with regard to the Planning Director - it should be Paul Anthony, not Tyler Sinclair.

Planning, Tyler Valentine:

(12/20/2019 10:50 AM TV)

Please see staff report.

Plat Review-Survey, Ken Magrath:

(1/2/2020 12:05 PM TV)

January 2, 2020

Town of Jackson Planning & Building Department

P.O. Box 1687

Attn: Tiffany Stolte and Tyler Valentine

Re: P19-269 The Grove Condominiums Phase 3 Addition, 825, Snow King Drive - Plat Review

Dear Tiffany and Tyler,

I apologize for being late with my comments, I was under the impression that the surveyor was still in negotiation with Title 22 Consultants prior to submission. I have reviewed the plat submitted with the above-referenced subdivision application. I have also reviewed the letter from Nancy Hughes from Title 22 Consultants and my findings are as follows:

I agree with Issue 1 in Nancy's letter and my comment would be word for word what she says in paragraph one of that statement - "Typically, phased condominium regimes are platted from separate lots. In this instance, Adjusted Parcel B would have been subdivided into 3 platted lots, with each lot being vacated in turn and replaced with a condominium plat. Another possible option when platting Phase Three First Filing would have been to delineate the common area appurtenant to those 8 units,

and show the balance of the land (Second and Third Filings) as future development areas excluded from GCE.”

I also agree with the first 2 sentences in Issue 2 of her letter. I will leave the solution to this problem to the Town and the surveyor, but my recommendation would be that this plat not be approved and executed as submitted because of the issues of vacation. I agree that “Adjusted Parcel B no longer exists”, so that needs to be resolved.

I found no other errors or omissions.

This review of submitted information is for general compliance with the Town of Jackson and State of Wyoming subdivision requirements. I do not assume responsibility for correctness of dimensions or calculations. This review indicates only that an examination of materials in the application has been made.

Thank you for the opportunity to perform this review.

Sincerely,

Kenneth Magrath Wyoming PLS #8469

Jorgensen Associates, P.C.

Cc: On Sight Land Surveyors, Inc.

Plat Review- Title, Nancy Huges:

See Attached

Joint Housing Department, Stacy Stoker:

(12/20/2019 10:49 AM TV)

Hi Tyler,

Here are my comments for the Final Plat/restrictions for 825 W Snow King:

The proposed restrictions are different than the approved restriction templates normally used so the document requires approval from the Town. The Housing Department has reviewed the restriction and has no objections. The proposed restriction is the same document that was recorded on the first eight units on the site. Habitat for Humanity will be managing and enforcing the restrictions. The differences are as follows:

1. Habitat for Humanity will be enforcing the restriction.
2. The Housing Department has the ability to step in and take over enforcement if Habitat fails to do so.
3. In the case of dissolution of Habitat for Humanity, all rights and obligations of Habitat are assigned to the Housing Department.
4. Selection criteria is through Habitat's process.
5. Sales process is through Habitat's process.
6. Mortgage allowed is 100% of value rather than 96.5%
7. The restriction may be amended with consent of Owner, Habitat, and the Housing Department.
8. There is no appreciation on the units.

Stacy A. Stoker

Housing Manager

Jackson/Teton County Affordable Housing Department

320 S. King Street

(o) 307-732-0867

(f) 307-734-3864

# TITLE 22 CONSULTANTS

## THE GROVE CONDOMINIUMS PHASE THREE SECOND FILING INITIAL COMMENTS

**NOTE:** This is not a complete and detailed plat review. Rather, it is an initial response based on questions resulting from our preliminary review of the proposed plat.

**Overview/Background:** The Grove is a phased affordable housing condominium subdivision developed by the Jackson/Teton County Housing Authority. Phase Two (Plat 1359) consists of 24 units platted from Adjusted Parcel A shown on Map T-58D. Phase Three is to consist of 3 filings of 8 units each developed in conjunction with Habitat for Humanity. The 3 Phase Three filings are to be platted from Adjusted Parcel B of Map T-58D, with Phase Three First Filing having been platted as Plat 1394.

The intention is for all 48 units in Phases Two and Three to be governed by the same HOA and CCRs, with all owners having an undivided 1/48<sup>th</sup> tenancy in common interest in the Phase Two and Phase Three Common Elements upon completion of the project.

### ISSUE 1 – Ownership of the Common Element

1) Typically, phased condominium regimes are platted from separate lots. In this instance, Adjusted Parcel B would have been subdivided into 3 platted lots, with each lot being vacated in turn and replaced with a condominium plat. Another possible option when platting Phase Three First Filing would have been to delineate the common area appurtenant to those 8 units, and show the balance of the land (Second and Third Filings) as future development areas excluded from GCE.

But that's not what happened...the plat boundary for Phase Three First Filing is identical with the entirety of Adjusted Parcel B, and all the land outside the two building footprints is identified as GCE. There is a separate designation of GCE-1 (common element surrounding the buildings) and GC-A (GCE surrounding future phases), but the Amended and Restated Declaration at 0958072 does not limit the tenancy in common ownership of the Common Element to GCE-1. See Sections 3.8, 3.15, and 4.1-4.3 of the Declaration

<https://tetonwy.s3.amazonaws.com/clerk/pdf/0958072.pdf>

**Why this matters:** Based on the Amended Declaration and Plats 1359 and 1394, there are 32 owners who possess an undivided tenancy in common interest in the land to be platted as Phase Three, Second and Third Filings.

(Note: It appears this is what Wyoming Title & Escrow was getting at in their title report by stating that title is vested partially in the Grove Condominium Owners Association. While that is not accurate, they clearly recognized the Common Element problem).

## ISSUE 2 – Boundary of Proposed Plat

Phase Three First Filing (Plat 1394) is identical with Adjusted Parcel B.

The proposed plat for Phase Three Second Filing also purports to be identical with Adjusted Parcel B.

**Why this matters:** Adjusted Parcel B no longer exists, it has been platted as Plat 1394. In order to plat a portion of Plat 1394 as the Second Filing, you would have to vacate that portion of the First Filing you wish to plat. Additionally, platting all of Adjusted Parcel B (again) for the new plat has some unintended consequences as to the 8 units platted and sold in the First Filing.

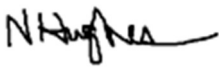
### Next steps/Possible Solutions:

- 1) Wyoming Title & Escrow should review with their underwriter as to insurability.
- 2) Correction/clarification as to identification of Common Elements on Plat 1394 and in the Declaration: An Affidavit, such as was recorded for One Town Hill, might be a possible solution: <https://tetonwy.s3.amazonaws.com/clerk/pdf/0967421.pdf>

An additional tool could be: Unilateral right to amend the Declaration as set forth in Article XIII of the Declaration

- 3) If the parties believe you can “unwind” the inclusion of future development area in the Plat 1394 Common Element (via an Affidavit and Restated CCRs), then the Second Filing plat should vacate the metes and bounds description of the “center/middle” portion of Plat 1394, and the new plat boundary and legal description should only describe that portion – not all of Adjusted Parcel B.

I’m happy to meet to brainstorm solutions.



Date: 12.16.19

Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company

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# TITLE 22 CONSULTANTS

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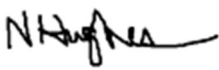
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Date: 12.16.19

Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company

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November 21, 2019

Tyler Valentine  
Town of Jackson Planning Department  
P.O. Box 1687  
Jackson, WY 83001  
BY HAND DELIVERY

**RE: Final Plat Application/The Grove Condominiums Phase Three Second Filing**

Dear Tyler:

Habitat for Humanity of the Greater Teton Area and the Jackson/Teton County Housing Authority are submitting a Planning Permit Application for the Final Plat of The Grove Phase Three Second Filing at 825 W. Snow King Avenue: Building A9 and Building A10 which each consist of 4 condominium units. Please find attached the following:

- Planning Permit Application
- \$1,000 Application Fee - Waived
- Letters of Authorization
- Current Title Report
- Notice of Intent to Subdivide
- Subdivision Improvements Agreement – see attached “The Grove Development Agreement”
- CC&Rs – nothing new anticipated to be recorded; plat will be subject to the “Amended and Restated Condominium for The Grove” that was recorded with the First Filing (Doc. 0958072)
- One full-size copy of Final Plat; 8 copies, 11”x17”
- Digital copy of submittal materials – emailed by On Sight Land Surveyors, Inc.

Please let us know if you need anything further. Thanks for assisting us with this project.

Sincerely,



Kris Greenville

*attachments*



**PLANNING PERMIT APPLICATION**  
**Planning & Building Department**

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

**For Office Use Only**

Fees Paid \_\_\_\_\_ Date & Time Received \_\_\_\_\_  
Application #s \_\_\_\_\_

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

**PROJECT.**

Name/Description: Final Plat: The Grove Condominiums Phase Three Second Filing  
Physical Address: 825 W. Snow King Avenue  
Lot, Subdivision: --N.A.-- PIDN: 22-41-16-33-3-00-040

**PROPERTY OWNER.**

Name: Jackson/Teton County Housing Authority Phone: 307 732-0867  
Mailing Address: P.O. Box 714, Jackson, WY ZIP: 83001  
E-mail: ahnorton@tetoncountywyo.gov

**APPLICANT/AGENT.**

Name: Habitat for Humanity of the Greater Teton Area Phone: 307 734-0828  
Mailing Address: P.O. Box 4194, Jackson, WY ZIP: 83001  
E-mail: kris@tetonhabitat.org

**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](http://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](http://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 #: P13-038 Environmental Analysis #: \_\_\_\_\_  
Original Permit #: P07-043 Date of Neighborhood Meeting: 3/13/13

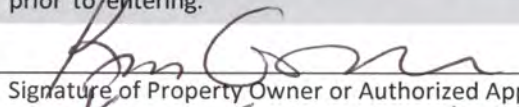
**SUBMITTAL REQUIREMENTS.** Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) 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](http://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](http://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](http://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

Kris Greenville  
Name Printed

11/21/19  
Date

Executive Director  
Title

## LETTER OF AUTHORIZATION

Jackson/Teton County Housing Authority, "Owner" whose address is: P.O. Box 714,  
Jackson, Wyoming, 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

None besides the Housing Authority, as the owner of property

more specifically legally described as:

PT. NW1/4 SW1/4, SEC. 33, TWP.41, RNG. 116 Parcel B

(If too lengthy, attach description)

HEREBY AUTHORIZES Habitat for Humanity of the Greater Teton Area as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

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

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Matthew Faupel, Board Chair

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

STATE OF Wyoming )  
COUNTY OF Teton )SS.

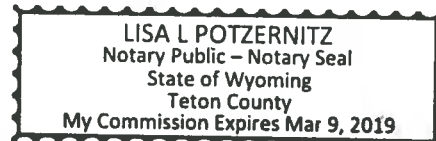
The foregoing instrument was acknowledged before me by Matthew Faupel this 27th day of December, 2016.

WITNESS my hand and official seal.

(Notary Public)

My commission expires:

(Seal)



Issued To:

On Sight Land Surveyors Inc  
P.O. Box 12290  
Jackson, WY 83002  
(307) 734-6131

Report No.: W-21072  
Effective Date: November 1, 2019  
Current Date: November 15, 2019

Project Reference: Pt. Common Area Grove Phase III, First Filing

Property Address: 825 West Snow King Avenue, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. § 15-10-116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. § 15-10-116, as amended and the Grove Condominium Owners Association, as their interests may appear

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.  
Liz Jorgenson/Christina Feuz, Co-Managers  
Phone: 307.732.2983

**This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A portion of General Common Elements as shown on the The Grove Condominiums Phase Three First Filing Addition to the Town of Jackson (An Affordable Housing Subdivision), Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 11, 2018 as Plat No. 1394, and as further defined and described in that Condominium Declaration for The Grove Condominiums, recorded in said Office in Book 920, page 624, as amended and restated on October 11, 2018 as document number 0958072, and any amendments thereto.

PIDN: 22-41-16-33-3-00-040

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. General taxes for the year 2019 appear to be OJ-NONTAX.
2. Assessments for the Grove Condominium Association, if any, which are excluded from the coverage afforded hereby.
3. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded December 8, 1976, as (book) 53 (page) 95, Official Records.  
[B53P95](#)
6. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded November 13, 1978, as (book) 78 (page) 504, Official Records.  
[B78P504](#)
7. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as U S West Communications, Inc., in a document recorded September 3, 1993, as (book) 276 (page) 156, Official Records:  
Purpose: TELECOMMUNICATIONS  
[B276P156](#)
8. Covenants, conditions and restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in the deed from Clarene Law, Trustee of the Clarene Law Revocable Trust, dated April 14, 1989, recorded June 16, 2004, as (book) 555 (page) 246, Official Records.  
[B555P246](#)
9. Terms, Conditions and Provisions of Affidavit and Agreement relating to a Planned Mixed Use Development Master Plan, recorded July 30, 2007, as (book) 672 (page) 751, Official Records.  
[B672P751](#)
10. Memorandum of Understanding in regards to funds appropriated to Town of Jackson from Teton County for the Town of Jackson to Purchase the "Grove" Property, recorded June 22, 2010, as (book) 758 (page) 1034,

Official Records.

[B758P1034](#)

11. Terms, Conditions and Provisions of Affidavit and Agreement relating to Planned Mixed Use Development Master Plan, recorded December 9, 2011, as (book) 795 (page) 1050, Official Records.  
[B795P1050](#)
12. Affidavit of Acknowledgment and Acceptance of Boundary Adjustment of Parcels owned by Teton County Housing Authority, recorded May 22, 2014, as (book) 869 (page) 746, Official Records.  
[B869P746](#)
13. Terms and Conditions of The Grove Development Agreement, recorded July 17, 2014, as (book) 873 (page) 26, Official Records.  
[B873P26](#)
14. Record of Survey T-58D for Minor Boundary Adjustment Between Properties of Teton County Housing Authority, recorded May 22, 2014, as (book) 41 (page) 116, Official Records.  
[T-58D](#)
15. Terms and Conditions of Nonexclusive Installation and Service Agreement, recorded January 15, 2016, as (book) 912 (page) 815, Official Records.  
[B912P815](#)
16. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, a Cooperative Utility Corporation, recorded March 7, 2016, as (book) 915 (page) 478, Official Records.  
[B915P478](#)
17. Declaration of Easement, Access, Utilities and Drainage, recorded May 23, 2016, as (book) 920 (page) 602; (book) 920 (page) 610; (book) 920 (page) 616, Official Records.  
[B920P602](#)  
[B920P610](#)  
[B920P616](#)
18. All matters as delineated on the Official Plat of The Grove Condominiums Phase Two Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1359.  
[Plat No. 1359](#)
19. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Condominium Declaration for The Grove, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded May 23, 2016, as (book) 920 (page) 624, Official Records.  
[B920P624](#)

Contains: Homeowners association charges, assessments and liens.

Said Covenants, Conditions and Restrictions were modified in part by instrument recorded July 13, 2016, as (book) 924 (page) 671, Official Records.

[B924P671](#)

Said Covenants, Conditions and Restrictions were modified in part by Amended and Restated Condominium Declaration for The Grove recorded October 11, 2018, as (instrument) 0958072, Official Records.

[Document 0958072](#)

20. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded May 10, 2017, as (book) 944 (page) 1115, Official Records:

Purpose: TEMPORARY CONSTRUCTION EASEMENT

[B944P1115](#)

21. All matters as delineated on the Official Plat of The Grove Condominiums Phase Three First Filing Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1394.

[Plat 1394](#)

\*\*\*\*\* End of Encumbrances \*\*\*\*\*

State of Wyoming )  
County of Felson ) ss

[illegible][illegible]

James F. Javel  
 Training Professional Engineer No. 152840  
 AECOM/EDMONT  
 The EDMONT ALBERTA  
 Without my hand and official seal.  
 \_\_\_\_\_ day of \_\_\_\_\_ 1998  
 I hereby certify and acknowledge before me by James F. Javel on this \_\_\_\_\_ day of \_\_\_\_\_ 1998  
 FRANKLIN HOLDINGS - SEBASTY PUBLIC  
 COMPANY  
 10000 100th Avenue  
 Edmonton, Alberta T5H 3G9  
 My commission expires: 1/1/2000  
*James Javel*  
 Henry Javel

155 West Gill Ave.  
P.O. Box 12290  
Jackson, WY 83002  
(307) 734-6131

[illegible]

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

[illegible][illegible][illegible]

Mary Adams  
 by commission expires 8-11-2017  
 WE COMMISSION EXPIRES 8-11-2017

State of Wyoming }  
County of Teton }  
Town of Jackson }

The foregoing instrument was acknowledged before me by Tracy Mathews Major this 9 day of October, 2018.

\_\_\_\_\_  
My commission Expires 4-8-2020

Tracy Mathews  
Major Public  
My commission Expires 4-8-2020

The foregoing instrument was acknowledged before me by Stacy Bingham Town Clerk this 9 day of October, 2018.

\_\_\_\_\_  
My commission Expires 4-8-2020

TRACY MATHES - MAJOR  
COUNTY OF  
TOWN OF  
My Commission Expires 4-8-2020

STACY BINGHAM - TOWN CLERK  
COUNTY OF  
TOWN OF  
My Commission Expires 4-8-2020

[illegible]

NO FURTHER INVESTIGATION OF WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM PUMP COLLECTION SYSTEM

ACCORDING TO PANELS 20060 AND 20070 OF THE TETON COUNTY, IDAHO, AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) WITH EFFECTIVE DATE OF SEPTEMBER 16, 2015, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THE PROPERTY IS NOT DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN FLOOD ANNUAL CHANCE FLOODPLAIN.

0.33 FEET DEEP SHOW AND ADVISE SHALL BE MAINTAINED BY THE GROUND CONDOMINIUMS HOMEOWNERS' ASSOCIATION. THE TOWN OF JACKSON IS UNDER NO OBLIGATION TO CONSTRUCT, REPAIR, OR MAINTAIN ANY ROADS WITHIN THIS SUBDIVISION.

THE BUILDINGS OF THE FOREGOING SUBDIVISION ARE PROTECTED BY APPROVED INTERIOR FIRE SPRINKLER SYSTEMS.

UNDER CURRENT TOWN OF JACKSON REGULATIONS, AND THE APPROVED FINAL DEVELOPMENT PLAN, NO FURTHER SUBDIVISION OF THE LANDS OR UNITS OF THIS SUBDIVISION ARE PERMITTED.

[illegible]SHOWING PA  
& NE1/4S

A detailed map of Bogotá, Colombia, showing the city's layout and the Bogotá River. The study site is marked with a star in the central-eastern part of the city. The map includes a scale bar (1 inch = 500 feet) and a north arrow. Key landmarks and streets are labeled, including the Bogotá River, the city center, and various districts.

P.O. BOX 119  
 JACKSON, WY. 83001  
 (507) 734-0828

SURVEYOR  
 ON SIGHT LAND SURVEYORS, INC.  
 P.O. BOX 12290  
 JACKSON, WY. 83002  
 (507) 734-6131

THE GROVE CONDOMINIUMS PHASE THREE  
FINAL PLAT  
FIRST FILING  
ADDITION TO THE TOWN OF JACKSON

ADDITION TO THE TOWN OF JACKSON  
AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)  
BEING 1/2 AC. OF LAND, 580  
ADJUSTED PARCEL B OF  
LOCATED IN THE  
NW1/4SW1/4, SECTION 33,  
T41N, R16W, 6TH P.M.  
TETON COUNTY, WYOMING

13947

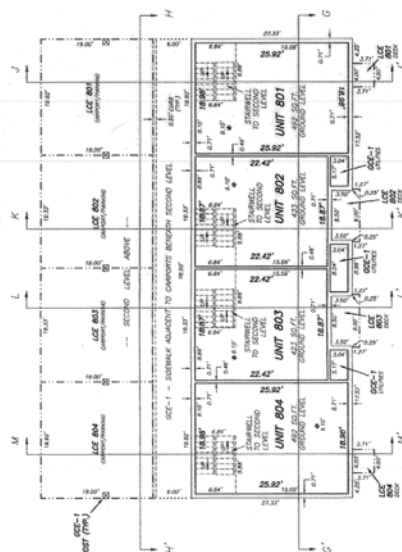
DEED  
TETON COUNTY, WYOMING  
SHEET 1 OF 4  
CERTIFICATES

5

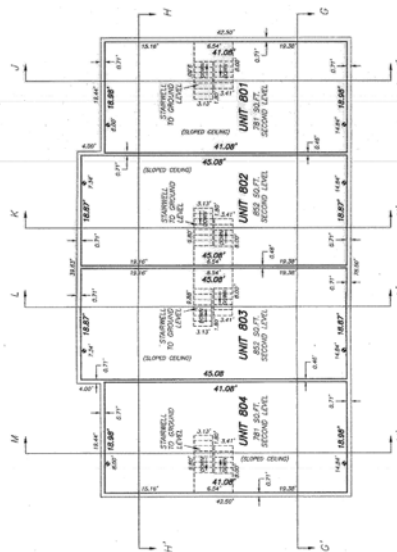




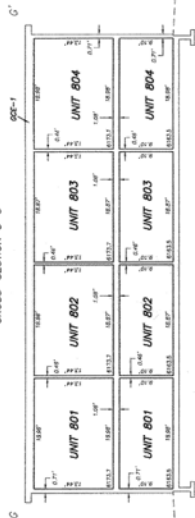
--- BUILDING AB ---  
PLAN VIEW - GROUND LEVEL



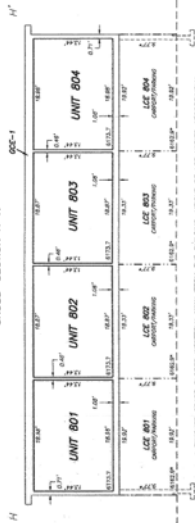
--- BUILDING AB ---  
PLAN VIEW - SECOND LEVEL



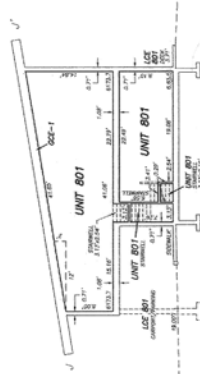
CROSS-SECTION G-G'



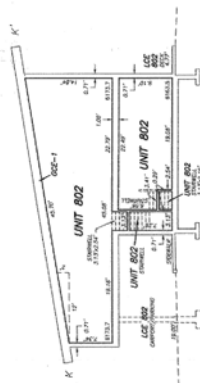
CROSS-SECTION H-H'



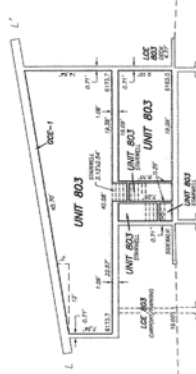
CROSS-SECTION J-J'



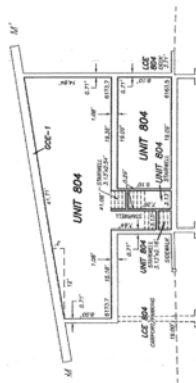
CROSS-SECTION K-K'



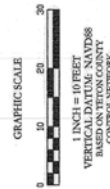
CROSS-SECTION L-L'



CROSS-SECTION M-M'



**LEGEND**  
NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104.  
UNIT 801 INDICATES THE UNIT NUMBER DEFINING THE INDIVIDUAL AIR SPACE UNIT  
--- 0'-0" --- INDICATES THE DIMENSION BETWEEN THE UNFINISHED EXTERIOR WALL AND THE BOUNDARY OF THE AIR SPACE UNIT OR BETWEEN BOUNDARIES OF ADJACENT AIR SPACE UNITS  
--- 0'-0" --- INDICATES AN AIR SPACE UNIT DIMENSION  
--- 0'-0" --- LINE AND LABEL OF CROSS-SECTION  
--- 0'-0" --- CEILING HEIGHT  
--- 0'-0" --- EXTERIOR FACE OF BUILDING  
--- 0'-0" --- BOUNDARY OF AIR SPACE UNIT  
--- 0'-0" --- EDGE OF HARDSCAPE (SIDEWALK)  
--- 0'-0" --- LIMITED COMMON ELEMENT  
--- 0'-0" --- APPROXIMATE FINISHED GRADE



155 West Gill Ave.  
P.O. Box 12290  
Jackson, WY 83302  
(307) 734-6131

**On Sight**  
LAND SURVEYORS, INC.

Project No. 22-41-16-35-2 22-41-16-35-2-2 08/09/2018 10/09/2018

FINAL PLAT  
**THE GROVE CONDOMINIUMS PHASE THREE**  
**FIRST FILING**  
**ADDITION TO THE TOWN OF JACKSON**  
(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)  
RECORDS SECTION 33  
LOCATED WITHIN  
ADJUSTED PARCEL B OF MAP T-580  
NMT/ASMT/4 SECTION 33  
T41N, R116W, 6TH P.M.  
TOWN OF JACKSON  
TETON COUNTY, WYOMING  
SHEET 4 OF 4  
BUILDING AB

1394

Hello,

Please publish the following legal notice on 11/27/2019 and 12/4/2019:

And also please send a confirmation of receipt of this email.

\*\*\*\*\*

#### NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18.5-306 Wyoming Statutes, 1977, as amended, that the Jackson/Teton County Housing Authority and Habitat for Humanity of the Greater Teton Area, intend to apply for a permit to subdivide property within the Town of Jackson. The proposed subdivision is an affordable housing condominium subdivision of Part of the NW¼SW¼ Section 33, T41N, R116W "Adjusted Parcel B" Map T-58D, to create Eight (8) affordable condominium units. The project is located on 1.86 acres in the Town of Jackson at 825 W Snow King Avenue, within the NW¼SW¼ of Section 33, T41N, R116W, 6th P.M.

Filing for said permit will occur at a regular meeting of the Jackson Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at (307) 733-3932 for the scheduled meeting date and additional information.

\*\*\*\*\*

Please publish November 27 & December 4, 2019

Emailed to Jackson Hole News and Guide on 11/19/2019

Bill to:

On Sight Land Surveyors, Inc.  
P.O. Box 12290  
Jackson, WY 83002

Todd Cedarholm, PLS  
OSLS, Inc  
PO Box 12290  
155 West Gill Ave  
Jackson, WY 83002  
Office (307) 734-6131  
Cell (307) 413-1219  
todd@onsightsurvey.com

|            |   |
|------------|---|
| RELEASED   |   |
| INDEXED    | ✓ |
| ABSTRACTED |   |
| SCANNED    |   |

## THE GROVE DEVELOPMENT AGREEMENT

**THIS AGREEMENT** dated this 7<sup>th</sup> day of July, 2014, by and between the TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, hereinafter referred to as "TCHA", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

**WHEREAS**, TCHA submitted a Final Development Plan for The Grove, which was approved by the Town Council on December 16, 2013 (the "FDP"), which development required the construction of certain improvements described in the FDP (the "Improvements") to be undertaken in three distinct phases; and

**WHEREAS**, the Town and TCHA desire to enter into this Agreement to memorialize their understanding regarding the construction of the Improvements; and

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, TCHA on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. TCHA TO COMPLY

TCHA shall comply with all improvement requirements contained in Section 6140 A. of the Town of Jackson Land Development Regulations, the FDP, and subdivision improvement plans and specifications retained on file in the office of the Town Engineer, the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision. Improvements shall be engineered, designed, constructed, and installed solely at TCHA's own cost.

2. DEVELOPMENT PLAN REQUIREMENTS INCORPORATED

The requirements of the Town Council, as set forth in its approval of the Final Development Plan are hereby incorporated herein by this reference as though fully set forth herein. Development and use of all land within the subdivision is limited to that recognized by the Land Development Regulations of the Town of Jackson, as they may be amended from time to time, and the FDP.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by TCHA or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer,

GRANTOR: TETON COUNTY HOUSING AUTHORITY ET AL  
GRANTEE: TETON COUNTY HOUSING AUTHORITY ET AL  
Doc 0863196 bk 873 pg 26-34 Filed At 12:50 ON 07/17/14  
Sherry L. Daigle Teton County Clerk fees: 36.00  
By Mary D Antrobus Deputy

and any revision of said improvement plans and specifications approved by said Town Engineer are hereby incorporated herein by reference as though fully set forth. All public improvement work required by TCHA under this agreement shall be in accordance with said improvement plans and specifications.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

The list of improvements and the total cost of improvements required by this agreement as estimated by a professional engineer licensed in the State of Wyoming on behalf of TCHA, and as approved by the Town Engineer, is attached hereto as **Exhibit "A"** and by this reference made a part hereof. According to a Cooperative Agreement for Payment of Fees for Publicly Sponsored or Co-Sponsored Projects between Teton County and the Town of Jackson, dated February 2, 1998, TCHA is an exempt agency and is not required to furnish any customarily required bond or financial assurances related to landscaping, infrastructure or public improvements.

5. UNDERGROUND ELECTRICAL POWER, TELEPHONE, FIBER OPTICS, CABLE TELEVISION, AND GAS FACILITIES

All electrical power, telephone and fiber optic communication, cable television, and natural gas facilities within the subdivision shall be installed underground, except that above ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. TCHA understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. TCHA affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by TCHA through its officers, agents, or employees and that TCHA is informed as to the approximate cost to TCHA of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

6. TIME FOR COMPLETION

The Supplemental Phasing Plan and Concept for Future Mapping was approved by the Town Council as part of the FDP and states that TCHA will construct The Grove in three distinct phases. Phase 1 will begin in the summer of 2014 and completion is expected in the fall of 2015. Phases 2 and 3 require approval of the Board of County Commissioners with assurances of adequate funding and product demand. Estimated construction start-dates are summer of 2015 for Phase 2, and summer of 2016 for Phase 3.

7. WARRANTY

All work and improvements required pursuant to this agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of one (1) year from the date of inspection and approval from the Town of Jackson, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town.

8. LIABILITY

TCHA agrees to carry a comprehensive general liability policy with minimum limits of \$500,000 for each occurrence and \$1,000,000 annual aggregate for bodily injury and \$500,000 for each occurrence and \$1,000,000 annual aggregate for property damage or a combined single limit policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury. TCHA also agrees to name the Town as an additional named insured as respects the contract and a certificate of insurance covering these items shall be filed with the Town Engineer within 5 business days of the Effective Date of this Agreement.

9. PERFORMANCE TESTING AND INSPECTION

TCHA shall be required to perform all required testing and/or monitor the installation of all construction associated with the projects water, sewer and storm drainage systems. TCHA shall provide the Town with field and testing reports completed by a State of Wyoming licensed engineer.

TCHA shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. TCHA shall be required to complete all construction work and necessary performance tests on installed infrastructure. TCHA shall be responsible for the preparation of daily inspection reports and test results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. TCHA shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

10. APPROVAL BY TOWN ENGINEER

As improvements are completed, TCHA may submit a written request to the Town Engineer to inspect and approve. If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or further

construction may damage completed infrastructure, the Town Engineer shall furnish TCHA a list of specific deficiencies. TCHA understands that a Certificate of Occupancy for residential structures per Phase will not be obtained until infrastructure improvements are completed according to the approved plans and specifications and upon approval of such by the Town Engineer.

11. DEVELOPMENT COORDINATION

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. TCHA shall notify the Town Engineer when improvements shall be installed.

12. NOTICES

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson  
Attention: Town Engineer  
150 E. Pearl Ave.  
P.O. Box 1687  
Jackson, WY 83001

TCHA: Teton County Housing Authority  
Attention: Christine Walker, Executive Director  
260 W. Broadway, Suite B  
P.O. Box 714  
Jackson, WY 83001

Either party, upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

13. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

This Agreement shall run with the land included within The Grove development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

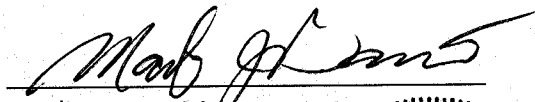
14. TITLE AND AUTHORITY

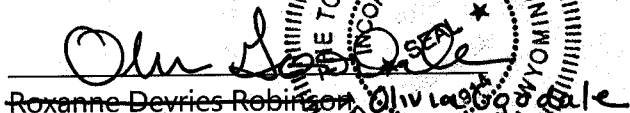
TCHA warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed. The undersigned further warrants having full power and authority to enter into this Agreement.

15. SEVERABILITY

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

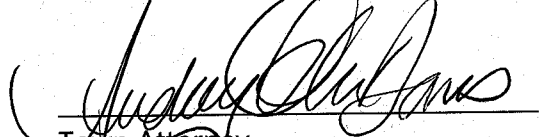
**TOWN OF JACKSON,  
a municipal corporation  
of the State of Wyoming**

  
Mark Barron, Mayor

  
Roxanne Devries Robinson  
Town Clerk



APPROVED AS TO FORM:

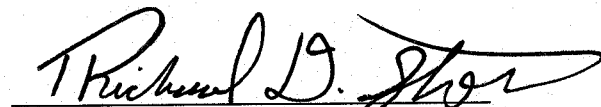
  
Judy Williams  
Town Attorney

CONTENTS:

  
Steve P. Ormy  
Town Engineer

  
Planning Director

**TETON COUNTY HOUSING AUTHORITY**

  
Richard D. Stout,  
President

The foregoing instrument was acknowledged before me by Mark Barron as Mayor of the Town of Jackson this 7<sup>th</sup> day of July, 2014.

ROXANNE DEVRIES ROBINSON - NOTARY PUBLIC

County of Teton State of Wyoming

MY COMMISSION EXPIRES 6/17/17

Notary Public

The foregoing instrument was acknowledged before me by Roxanne DeVries Robinson as Town Clerk of the Town of Jackson this 1<sup>st</sup> day of July, 2014.

WITNESS MY HAND AND SEAL  
 ROXANNE DEVRIES ROBINSON - NOTARY PUBLIC  
 County of Teton State of Wyoming  
 MY COMMISSION EXPIRES 6/17/17

**Notary Public**

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this 30<sup>th</sup> day of June, 2014.

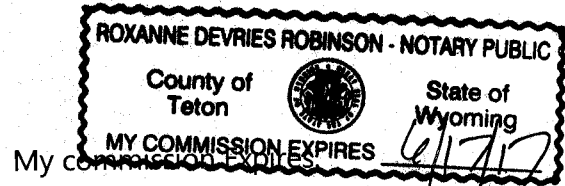
ROXANNE DEVRIES ROBINSON Notary Public  
County of Teton State of Wyoming  
My commission expires 6/17/17

**Notary Public**

STATE OF WYOMING            )  
                                          )ss.  
COUNTY OF TETON            )

The foregoing instrument was acknowledged before me by Shawn P. O'Malley as Town Engineer of the Town of Jackson this 1<sup>st</sup> day of July, 2014.

Witness my hand and official seal.

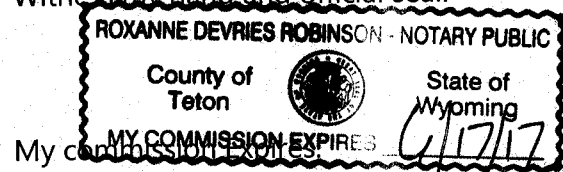


[Signature]  
Notary Public

STATE OF WYOMING            )  
                                          )ss.  
COUNTY OF TETON            )

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this 30<sup>th</sup> day of June, 2014.

Witness my hand and official seal.

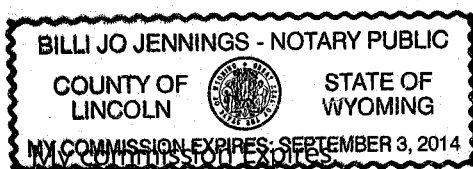


[Signature]  
Notary Public

STATE OF WYOMING            )  
                                          )ss.  
COUNTY OF WYOMING        )

The foregoing instrument was acknowledged before me by Richard D. Stout, President of the Teton County Housing Authority this 27<sup>th</sup> day of June, 2014.

Witness my hand and official seal.



[Signature]  
Notary Public

**Engineer's Opinion of Probable Cost For Construction****The Grove Housing Project****Teton County Housing Authority**

Date: 23 May 2014 By: CB/AJ

Jorgensen Associates, P.C.  
P.O. Box 9550 / 1315 S. Hwy 89, Suite 203  
Jackson, Wyoming 83002 (307)  
733-5150

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|----------|-------------|------|----------|------------|--------|
|----------|-------------|------|----------|------------|--------|

**ROADS, SIDEWALKS, AND SITE WORK**

|                                             |                                                   |     |        |            |                     |
|---------------------------------------------|---------------------------------------------------|-----|--------|------------|---------------------|
| 1                                           | Site Earthwork; Stripping, Haul-Off, On-Site      | CY  | 5,000  | 8.50       | 42,500.00           |
| 2                                           | Road and Parking Subbase; 1 ft. Depth             | TON | 4,565  | 32.00      | 146,080.00          |
| 3                                           | Road and Parking Base Course; 6 in. Grading 'H'   | TON | 2,370  | 42.00      | 99,540.00           |
| 4                                           | Asphalt Pavement; 2 1/2 in.                       | TON | 1,022  | 118.00     | 120,596.00          |
| 5                                           | Vertical Curb and Gutter                          | LF  | 3,061  | 33.00      | 101,013.00          |
| 6                                           | TOJ Vert. Curb & Gutter w/ Existing Demo & Paving | LF  | 345    | 45.00      | 15,525.00           |
| 7                                           | All Sidewalk; Complete w/ Base                    | SF  | 18,858 | 11.50      | 216,867.00          |
| 8                                           | All Sidewalk Pavers; Complete w/ Base             | SF  | 7,187  | 11.50      | 82,650.50           |
| 9                                           | All Concrete Patios; Complete w/ Base             | SF  | 2,915  | 11.50      | 33,522.50           |
| 10                                          | 2 Ft. Concrete Valley Gutter w/ Base              | LF  | 513    | 14.00      | 7,182.00            |
| 11                                          | TOJ Street Reconstruction                         | EA  | 2      | 3,500.00   | 7,000.00            |
| 12                                          | Striping: Parking, Crosswalks, etc.               | LS  | 1      | 5,000.00   | 5,000.00            |
| 13                                          | Topsoil Placement, 4" thick, screened             | CY  | 616    | 20.00      | 12,320.00           |
| 14                                          | Seeding                                           | SY  | 1,992  | 1.00       | 1,992.00            |
| 15                                          | Sod                                               | SY  | 17,740 | 1.00       | 17,740.00           |
| 16                                          | Landscaping                                       | LS  | 1      | 146,000.00 | 146,000.00          |
| 17                                          | Site Lighting                                     | LS  | 1      | 25,000.00  | 25,000.00           |
| <b>Subtotal Roads, Sidewalks, Site Work</b> |                                                   |     |        |            | <b>\$891,788.00</b> |

**WATER DISTRIBUTION SYSTEM**

|                                    |                                                  |    |     |          |                     |
|------------------------------------|--------------------------------------------------|----|-----|----------|---------------------|
| 18                                 | 8" DIP                                           | LF | 335 | 39.00    | 13,065.00           |
| 19                                 | 6" DIP                                           | LF | 611 | 37.50    | 22,912.50           |
| 20                                 | 4" DIP                                           | LF | 620 | 32.50    | 20,150.00           |
| 21                                 | 4" Service Connection                            | EA | 13  | 2,300.00 | 29,900.00           |
| 22                                 | 1" Service Connection                            | EA | 13  | 1,000.00 | 13,000.00           |
| 23                                 | 1" CI 200 PE Service Line                        | LF | 130 | 28.00    | 3,640.00            |
| 24                                 | Fittings, Tee, Bend, etc.                        | LS | 1   | 5,000.00 | 5,000.00            |
| 25                                 | Valves, 8", 6", 4"                               | EA | 1   | 6,650.00 | 6,650.00            |
| 26                                 | Fire Hydrant                                     | EA | 3   | 4,500.00 | 13,500.00           |
| 27                                 | Connection to Existing Main                      | EA | 2   | 3,500.00 | 7,000.00            |
| 28                                 | Water / Sewer Crossing per Detail                | EA | 9   | 900.00   | 8,100.00            |
| 29                                 | Water System Flushing, Disinfection, and Testing | LS | 3   | 2,500.00 | 7,500.00            |
| <b>Subtotal Water Distribution</b> |                                                  |    |     |          | <b>\$150,417.50</b> |

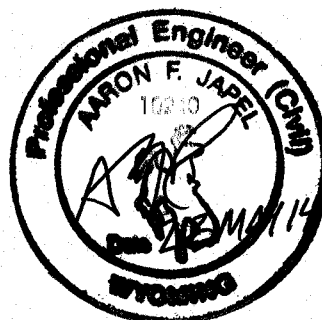
**SANITARY SEWER COLLECTION SYSTEM**

|                                           |                                              |     |       |          |                     |
|-------------------------------------------|----------------------------------------------|-----|-------|----------|---------------------|
| 30                                        | 8" SDR 35 PVC Main Line                      | LF  | 935   | 39.50    | 36,932.50           |
| 31                                        | 6" SDR 35 PVC Service Line                   | LF  | 77    | 39.00    | 3,003.00            |
| 32                                        | 4" SDR 35 PVC Service Line                   | LF  | 696   | 31.00    | 21,576.00           |
| 33                                        | 6" Sewer Service Connection                  | EA  | 2     | 2,500.00 | 5,000.00            |
| 34                                        | 4" Sewer Service Connection                  | EA  | 12    | 2,200.00 | 26,400.00           |
| 35                                        | Sewer Manhole, 5 Ft. Height on New Main Line | EA  | 6     | 3,200.00 | 19,200.00           |
| 36                                        | Additional Manhole Height                    | VFT | 18.60 | 110.00   | 2,046.00            |
| 37                                        | Sewer Service Cleanout; Conc. to Set         | EA  | 14    | 300.00   | 4,200.00            |
| 38                                        | Connection To Existing Sewer Main w/ new MH  | EA  | 1     | 2,500.00 | 2,500.00            |
| 39                                        | Connection To Existing Sewer Manhole         | EA  | 1     | 3,800.00 | 3,800.00            |
| 40                                        | Sewer System Cleaning and Testing            | LS  | 3     | 2,500.00 | 7,500.00            |
| <b>Subtotal Sanitary Sewer Collection</b> |                                              |     |       |          | <b>\$132,157.50</b> |

| Item No.                                       | Description                                    | Unit | Quantity | Unit Price | Amount              |
|------------------------------------------------|------------------------------------------------|------|----------|------------|---------------------|
| <b>STORM SEWER COLLECTION SYSTEM</b>           |                                                |      |          |            |                     |
| 41                                             | 12" SDR 35 PVC Main Line                       | LF   | 1,110    | 31.50      | 34,965.00           |
| 42                                             | 6" SDR 35 PVC Branch Line                      | LF   | 1,578    | 30.50      | 48,129.00           |
| 43                                             | 6" Branch Connection                           | EA   | 5        | 350.00     | 1,750.00            |
| 44                                             | 48" Storm Manhole on Existing Line             | EA   | 2        | 2,500.00   | 5,000.00            |
| 45                                             | 30" Catch Basin                                | EA   | 9        | 1,400.00   | 12,600.00           |
| 46                                             | Landscaping Inlet Grate                        | EA   | 9        | 450.00     | 4,050.00            |
| 47                                             | Solid Access Cover; DL-A1055 w/ One Pick Hole  | EA   | 2        | 300.00     | 600.00              |
| 48                                             | Storm Sewer Service Building Connection        | EA   | 11       | 3,000.00   | 33,000.00           |
| 49                                             | Storm Sewer Cleaning and Testing               | LS   | 2        | 1,200.00   | 2,400.00            |
| <b>Subtotal Storm Sewer Collection</b>         |                                                |      |          |            | <b>\$142,494.00</b> |
| <b>CABLE UTILITIES AND MISCELLANEOUS ITEMS</b> |                                                |      |          |            |                     |
| 50                                             | Type A Trenching and Backfill                  | LF   | 2,179    | 9.25       | 20,155.75           |
| 51                                             | 4" Sch 40 PVC Conduit                          | LF   | 2,179    | 4.75       | 10,350.25           |
| 52                                             | 4" Sch 40 PVC Sweeps                           | EA   | 18       | 55.00      | 990.00              |
| 53                                             | Vault, Transformer, Pedestal Location Backfill | EA   | 9        | 850.00     | 7,650.00            |
| 54                                             | Irrigation Sleeves; 4" SCH 40 PVC              | LF   | 1,800    | 5.00       | 9,000.00            |
| 55                                             | Site Lighting Sleeves; 4"SCH PVC               | LF   | 1,800    | 5.00       | 9,000.00            |
| 56                                             | Type 2 Pipe Bedding                            | TON  | 100      | 27.00      | 2,700.00            |
| 57                                             | Silt Fence Erosion Protection                  | LF   | 500      | 6.50       | 3,250.00            |
| 58                                             | Straw Wattle Erosion Protection                | LF   | 20       | 10.00      | 200.00              |
| 59                                             | Force Account                                  | LS   | 1        | 20,000.00  | 20,000.00           |
| 60                                             | Mobilization                                   | LS   | 1        | 50,000.00  | 50,000.00           |
| <b>Subtotal Miscellaneous Items</b>            |                                                |      |          |            | <b>\$133,296.00</b> |

**COST FOR PROJECT INFRASTRUCTURE CONSTRUCTION** **\$1,450,153.00**  
**15% CONTINGENCY** **\$217,522.95**

**ENGINEER'S OPINION OF PROBABLE COST FOR CONSTRUCTION** **\$1,667,675.95**



GRANTOR: JACKSON/TETON COUNTY HOUSING\*

GRANTEE: THE PUBLIC

Doc 0958072 Filed At 09:48 ON 10/11/18

Sherry L. Daigle Teton County Clerk fees: 163.00

By Mary Smith Deputy

**AMENDED AND RESTATED**  
**CONDOMINIUM DECLARATION**

**for the**  
**THE GROVE CONDOMINIUM OWNER'S**  
**ASSOCIATION**

|            |                                     |
|------------|-------------------------------------|
| Released   |                                     |
| Indexed    | <input checked="" type="checkbox"/> |
| Abstracted | <input checked="" type="checkbox"/> |
| Scanned    |                                     |

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This Amended and Restated Condominium Declaration ("Declaration") for the Grove Condominiums is made this 8<sup>th</sup> day of OCTOBER, 2018 to be effective on the date of recordation in the land records of Teton County, Wyoming, by the JACKSON/TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended (the "Declarant"), pursuant to the Condominium Ownership Act, W.S. §§ 34-20-101 et.seq. (the "Act").

- The Declarant recorded the original Condominium Declaration for the Grove Condominiums in the land records of Teton County, Wyoming on May 23, 2016 in Book 920 P. 624.
- The original Condominium Declaration only governed The Grove Condominiums Phase Two Addition to the Town of Jackson ("Phase Two").
- The Grove Condominiums Phase Three Addition to the Town of Jackson ("Phase Three") is currently being constructed by Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming non-profit corporation ("Habitat").
- Habitat's Final Development Permit for Phase Three requires that Phase Three be incorporated into Phase Two so that they comprise one community governed by the same Condominium Declaration and the same Owners Association.
- Article XIII of the original Condominium Declaration authorized the Declarant to unilaterally amend the original Declaration to bring any provision into compliance with any governmental statute, rule, regulation, or judicial or agency determination or to satisfy the requirements of any local, state or federal governmental agency.
- Pursuant to the authority provided in Article XIII of the original Condominium Declaration, the Declarant hereby amends and restates the Declaration in order to comply with the requirements of the Town of Jackson and to annex in additional property into the development governed by this Declaration.
- Phase Three will be platted in three separate filings.
- Each filing will bring 8 additional units into the development governed by this Declaration.
- Each filing will change the percentage ownership of each owner's undivided interests in the common areas (as defined below) and set forth on Exhibit A, and each filing will add more general common elements to the development governed by this Declaration.

## ARTICLE I. PREAMBLE

The purpose of this Declaration is to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of the Grove Condominiums for the benefit of its owners and their guests.

## ARTICLE II. CREATION OF THE COMMUNITY

**Section 2.1 The Real Property.** The Declaration is applicable to that real property and improvements located in the County of Teton, State of Wyoming, and more particularly described as **The Grove Condominiums Phase Two Addition to the Town of Jackson (An Affordable Housing Subdivision)**, according to that plat recorded in the office of the County Clerk of

**Teton County, Wyoming on May 23, 2016, as Plat Number 1359 and The Grove Condominiums Phase Three First, Second and Third Filings Addition to the Town of Jackson (An Affordable Housing Subdivision)**, together with rights, privileges, easements and appurtenances belonging to or in any way pertaining to such real property (the "Real Property"). Phase Three is currently owned by the Declarant and 24 Units are being developed on it by Habitat. Habitat will construct the 24 Units in three separate sub-phases of 8 Units each: (1) Grove Phase Three First Filing, (2) Grove Phase Three Second Filing, and (3) Grove Phase Three Third Filing. An undivided interest in the Real Property, as tenants in common, will be conveyed with each Phase Three Unit in accordance with the attached Exhibit A - General Common Elements Ownership. It is the intent that as each filing of Phase Three is complete, each Owner's undivided interest in the General Common Elements will evolve as set forth on Exhibit A and that at the conclusion of the entirety of the Phase Three filings, each owner in Phase Two and Phase Three will own an undivided interest in all the General Common Elements in the percentages set forth in Exhibit A.

**Section 2.2 Intent; Covenants to Run with the Land.** Declarant desires to and intends to, and does hereby, submit the Real Property, together with all buildings, structures, improvements and other permanent fixtures of every kind thereon, or in any way pertaining thereto, to the provisions of the Wyoming Condominium Ownership Act. Declarant desires to and intends to and does hereby impose upon the Real Property mutually beneficial rights, easements, privileges, obligations covenants, conditions and restrictions under a general plan of use, conduct, maintenance and improvement for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Property and improvements for the benefit of all Owners and Occupants of the Property. Each and all of the provisions hereof shall be deemed to run with the Property and each and every Unit and every interest therein or pertaining thereto, and shall be mutual and equitable servitudes, burdening and benefiting any Owner, Occupant, or other person, including their assigns, heirs, executors, administrators, devisees and successors, acquiring, or owning an interest in the Real Property and improvements comprising the Real Property, the Property, the Buildings or the Units. Each Owner shall, by acceptance of the deed or other conveyance of any such Unit, be conclusively deemed to have consented to and agreed to each and all of the covenants contained herein for such Owner and their heirs, executors, administrators, successors, and assigns, to observe, perform and be bound by each and all of said covenants.

**Section 2.3 Type of Ownership.** This condominium project will provide a means for ownership in fee simple of separate interests in Units together with an undivided fee simple interest in the Common Elements appurtenant thereto.

**Section 2.4 Period of Condominium Ownership.** The condominium ownership created in this Declaration and the Plats shall continue until this Declaration is revoked or terminated in the manner provided herein.

**Section 2.5 Governing Documents.** The Governing Documents create a general plan of development, administration, maintenance and preservation for the Grove Condominiums that may be supplemented as set forth herein. All provisions of the Governing Documents shall apply to all Owners as well as their respective tenants, guests, and invitees.

**Section 2.6    Development Restrictions.** All development of the Real Property shall comply with the requirements of the Final Development Permits for Phase Two and Phase Three and with all applicable land use regulations of the Town of Jackson, in addition to the requirements of this Declaration.

**Section 2.7    Severability.** If any provision of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof is determined by judgment or court order or under any circumstance to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

### **ARTICLE III.        DEFINITIONS**

Unless the context clearly indicates otherwise, the following words and terms, when used in this Declaration, shall be defined as follows:

**Section 3.1    Act.** “Act” shall mean the Condominium Ownership Act, W.S. §§34-20-101 et. seq.

**Section 3.2    Articles.** “Articles” shall mean the Articles of Incorporation of the Association.

**Section 3.3    Assessment.** “Assessment” shall mean any Regular Assessment, Specific Assessment, Neighborhood Assessment or Special Assessment as the context so requires.

**Section 3.4    Association.** “Association” shall mean the Grove Condominiums Owners Association, a nonprofit corporation organized under Wyoming Statute §§ 17-19-101 et. seq. as the governing body for the Property.

**Section 3.5    Board.** “Board,” “Board of Directors” or “Directors” shall mean the governing board of the Association, appointed or elected in accordance with the Declaration, the Articles and the Bylaws.

**Section 3.6    Buildings.** “Buildings” shall mean the structures constructed or located on the Real Property and consisting of the Units and the Common Elements.

**Section 3.7    Bylaws.** “Bylaws” or “Association Bylaws” shall mean the Bylaws of the Grove Condominiums Owners Association as the same may be amended from time to time.

**Section 3.8    Common Elements.** “Common Elements” or “Common Area” shall mean the General Common Elements and Limited Common Elements, in the aggregate, or a portion thereof, as the context requires.

**Section 3.9    Common Expenses.** “Common Expenses” shall mean those expenses of the Association defined in Section 9.2 of this Declaration.

**Section 3.10 Community-Wide Standard.** "Community-Wide Standard" shall mean the standard of quality of the Property, including the level of maintenance, the conduct or other activity generally prevailing throughout the Property, which at a minimum shall mean that standard required to operate the Grove Condominiums in a condition and at a level of quality no less than that which existed at the time Phase Two and Phase Three were initially completed (ordinary wear and tear excepted) and in accordance with the Master Rules and Regulations enacted by the Board from time to time. Such standard may be more specifically defined in the Governing Documents.

**Section 3.11 Condominium.** "Condominium" or "Condominiums" shall mean the Grove Condominiums created by this Declaration and the Plats, as the same may be expanded in the future by annexation, expansion or otherwise.

**Section 3.12 Condominium Plats.** "Condominium Plats" or "Plats" shall mean those maps or plats of survey of Phase Two and Phase Three recorded with the Clerk of Teton County, Wyoming, consisting of maps or plats of survey of the Real Property, showing the legal description thereof, the location of the Buildings with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Buildings showing the boundaries of each Unit within the Buildings, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit numbers identifying the Units, and the General Common Elements and Limited Common Elements, together with such other information as may be included therein.

**Section 3.13 Declaration.** "Declaration" shall mean this Condominium Declaration for the Grove Condominiums.

**Section 3.14 Declarant.** "Declarant" shall mean JACKSON/TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, its successors or assigns.

**Section 3.15 General Common Elements.** "General Common Elements" shall mean the entire Property except the Units and all Limited Common Elements, as designated on the Plats or provided herein. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveways and parking areas, walkways, parks, utilities, open space; and (ii) all appurtenances as delineated or described herein or on the Plats. Each Owner shall own an undivided interest in the General Common Elements as a tenant-in-common with all the other Owners of the Property in equal proportions as set forth in the attached Exhibit A, and, except as otherwise limited in this Declaration, shall have the right to use the General Common Elements for all purposes incident to the use and occupancy of such Owner's Unit, which right shall be appurtenant to the Unit. General Common Elements may be referred to herein and on the Plats as "General Common Element", "GCE", "GCE-1", "GCE-2", "GCE-3" or "GCE - A".

**Section 3.16 Governing Documents.** "Governing Documents" shall mean the Articles, the Bylaws, the Declaration, the Plats and the Master Rules and Regulations, as the aforementioned documents may be amended or supplemented from time to time, as well as any resolutions of the Board or the Association duly adopted pursuant to the Bylaws.

**Section 3.17 Limited Common Elements.** "Limited Common Elements" means those portions of the General Common Elements as defined herein and as described by Wyoming Statute § 34-20-103 for the exclusive use of one or more but fewer than all of the Units, and any Limited Common Elements specifically allocated to Units as shown on the Condominium Plats. Limited Common Elements may be referred to herein or on the Condominium Plats as "Limited Common Element" or "LCE".

**Section 3.18 Limited Common Elements – Carport.** "Limited Common Elements – Carport" shall mean those Limited Common Elements reserved for the exclusive use of a Unit, which shall be designated as Limited Common Elements – C \_\_ on the Plats. Limited Common Elements – Carport may also be referred to herein and on the Plats as "LCE – Carport", or "LCE – C".

**Section 3.19 Limited Common Elements - Neighborhood.** "Limited Common Elements - Neighborhood" shall mean for the respective phases (Phase Two and Phase Three) (i) all pipes, ducts, flues, chutes, heating, sprinkler and cooling systems, conduits, wires and other utility installations to (but not at) the outlets, and (ii) such component parts of doors, walls, floors, ceilings, columns, roofs and other structures and installations that are outside of the Unit boundaries as delineated or described herein or on the Plats. Limited Common Elements – Neighborhood may also be referred to herein and on the Plats as "LCE – N".

**Section 3.20 Deleted**

**Section 3.21 Limited Common Elements – Yard.** "Limited Common Elements – Residential" means those Limited Common Elements for the exclusive use of the Residential Unit(s), as may be described herein and as shown on the Condominium Plats. Limited Common Elements – Residential may also be referred to herein and on the Condominium Plats as "Limited Common Element – Yard", "LCE – Yard", or "LCE – Y".

**Section 3.22 Managing Company.** "Managing Company" shall mean any individual or company with which the Association contracts or assigns any or all of its rights, duties or obligations for the more efficient management of the Condominiums or the affairs of the Association. The Managing Company may also be called the "Property Manager," "Manager" or the "Management Agent".

**Section 3.23 Master Rules and Regulations.** "Master Rules and Regulations" or "Rules" means the Master Rules and Regulations promulgated by the Board, as they may be amended from time to time, relating to the possession, use and enjoyment of the Property.

**Section 3.24 Mortgage.** "Mortgage" shall mean any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

**Section 3.25 Mortgagee.** "Mortgagee" shall mean any person, or any successor to the interest of such person, named as the mortgagee, trust beneficiary, or creditor under any Mortgage, or deed of trust, as well as any insurer or guarantor of the Mortgage, by which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

**Section 3.26 Neighborhood Assessment.** "Neighborhood Assessment" shall have the meaning defined and described in Section 9.6 of this Declaration.

**Section 3.27 Occupant.** "Occupant" shall mean any person or persons in possession of a Unit, or a portion thereof, including Owners, guests, agents, employees, patrons, and invitees of such Owner or Occupant.

**Section 3.28 Owner.** "Owner" shall mean any person, persons, entity, or entities, at any time owning a Unit. For purposes of the Governing Documents, each Unit shall have one "Owner" and the term "Owner" shall refer to all individuals collectively owning a Unit. The term "Owner" shall not refer to any Mortgagee, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 3.29 Property.** "Property" shall mean the Real Property and Buildings constructed thereon and all other improvements located on or appurtenant to the Real Property.

**Section 3.30 Real Property.** The "Real Property" shall mean the real property as defined in Section 2.1 of this Declaration.

**Section 3.31 Regular Assessment.** "Regular Assessment" shall have the meaning defined and described in Section 9.2 of this Declaration.

**Section 3.32 Residential Unit.** "Residential Unit" shall mean each of the individually-owned residential Units designated on the Plats each of which shall be occupied and used by Owners and Occupants for residential purposes only.

**Section 3.33 Special Assessment.** "Special Assessment" shall have the meaning defined and described in Section 9.5 of this Declaration.

**Section 3.34 Specific Assessment.** "Specific Assessment" shall have the meaning defined and described in Section 9.7 of this Declaration.

**Section 3.35 The Grove Condominiums.** The "Grove Condominiums" shall mean the Property.

**Section 3.36 Unit or Condominium Unit.** "Unit" or "Condominium Unit" means those certain individual air space units, as designated and delineated on the Condominium Plats. Each Unit shall consist of that part of a Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plats. The Unit shall include all lath or furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings (including common walls to separate Units) shall be a part of the Limited Common Elements - Neighborhood. In addition, each Unit shall include the following: (i) all spaces, nonbearing interior partitions and all other fixtures and improvements within the boundaries of the Unit; (ii)

all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, air handling ducts, heating and waste disposal, within the boundaries of the Unit and serving that specific unit; (iii) all heating, hot water and air conditioning apparatus exclusively serving the Unit; and (iv) all cabinets, appliances, countertops, plumbing fixtures and light fixtures. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Elements as herein defined.

#### **ARTICLE IV. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

**Section 4.1 Estates of an Owner.** The Property is hereby divided into condominium units, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Elements and any Limited Common Elements appurtenant to each Unit. Each Unit shall have an equal percentage of ownership interest in the General Common Elements for purposes of taxes, assessments and other charges under W.S. § 34-20-104(a) as set forth in the attached Exhibit A. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units.

**Section 4.2 Description of a Condominium Unit.** Every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the number shown on the Condominium Plats and the recording data for this Declaration as each appears in the records in the Office of the County Clerk of Teton County, Wyoming, in substantially the following fashion:

Unit \_\_\_\_ of the Grove Condominiums Phase (Two or Three) Addition to the Town of Jackson (An Affordable Housing Subdivision), according to that plat recorded in the office of the County Clerk of Teton County, Wyoming on \_\_\_\_\_, 20 \_\_, as Plat Number \_\_\_\_\_, and as further defined and described in that Condominium Declaration for the Grove Condominiums recorded in the Office of the County Clerk on \_\_\_\_\_, 2018 as document number \_\_\_\_\_, and any amendments and supplements thereto, recorded in the office of the County Clerk of Teton County, Wyoming, from time to time.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the General Common Elements and any Limited Common Elements appurtenant to the Unit, and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitations on such ownership as described in this Declaration and the Governing Documents.

**Section 4.3 Ownership of Common Elements and Assessments.** Each Owner shall be entitled to an equal percentage of undivided interest in and the nonexclusive right to use and enjoy the Common Elements appurtenant to each Unit as tenants in common, and the exclusive right to use any Limited Common Elements appurtenant solely to a specific Unit, as designated on the Plats or elsewhere in the Governing Documents. The percentage of undivided interest in the Common Elements appurtenant to any Unit shall not be changed except with the unanimous consent of all of the Owners expressed in an amendment to this Declaration, duly executed by all such Owners and recorded.

**Section 4.4 Partition Not Permitted.** The Common Elements shall be owned as tenants in common by all owners of Units, and such ownership is appurtenant to the Units, and no Owner may bring any action for partition thereof. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Unit or any part hereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, conveyance, or disposition, respectively, of the entire Unit, together with all appurtenant rights created by law, by this Declaration, or by the Governing Documents.

**Section 4.5 Owner's Voting Rights.** The relative voting rights of the Owners, as members in the Association, shall be one vote per Unit and as further set forth in the Bylaws, and are not divisible, no matter how many individuals may own a Unit.

**Section 4.6 Taxes and Assessments.** All taxes, assessments and other charges of the State of Wyoming or of any political subdivision or of any special improvement district or of any other taxing or assessing authority shall be assessed against and collected on each Unit separately, not on the Buildings or the Property as a whole, and each Unit shall be carried on the tax records as a separate and distinct parcel.

In furtherance of the foregoing, each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium Unit and the appurtenant Common Elements. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against his/her Condominium Unit, or interest therein, or his/her interest in the General Common Elements or any part of any or all of the foregoing.

The lien for taxes assessed to any Unit shall be confined to that Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Unit.

**Section 4.7 Separate Mortgages.** Each Owner shall have the right to mortgage or otherwise encumber his/her Unit; however, no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Elements or any part thereof except the undivided interest therein appurtenant to his/her Unit. Any mortgage or other encumbrance of any Unit within the Buildings shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure by private power of sale, judicial foreclosure or otherwise.

**Section 4.8 Mechanic's and Materialmen's Lien Rights.** No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of the Owner thereof or his agent, contractor, or subcontractor, shall create any right to file a statement

of mechanic's or materialmen's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Owner for which such labor shall have been performed or such materials shall have been furnished. Each Owner shall indemnify and hold harmless each of the other Owners from and against liability or loss arising from any claim against the Unit of the Owner, or any part thereof, for labor performed or materials furnished in work on such Owner's Unit. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such lien, and all costs incidental thereto, including attorney's fees, whether or not such amount shall be dispute between the Owner for which the labor was performed or the materials furnished and the mechanic or materialman who provided such labor or materials, and whether or not such amount shall ultimately be determined to be owed by the Owner to the mechanic or materialman. If not promptly paid, the Association may collect the same in the manner provided herein for collection of assessments for the purpose of discharging the lien.

## **ARTICLE V. USE AND OCCUPANCY OF COMMON ELEMENTS AND OTHER RIGHTS AND EASEMENTS; CONSTRUCTION ACTIVITIES**

**Section 5.1 Use of General Common Elements.** Subject to other provisions of the Declaration and the Governing Documents, each Owner shall have a non-exclusive right to use and enjoy the General Common Elements as may be required for the purpose of access and ingress and egress to, use, occupancy and enjoyment of the respective Unit by such Owner. Such right to use the General Common Elements shall extend to each Owner and its agents, servants, tenants, family members, guests, and invitees, including personnel, contractors and management, and employees. Such rights to use shall be consistent with the rights of use and enjoyment of the other Owners and shall be subject to and governed by the Governing Documents, which may in some instances restrict or otherwise forbid such use in part, and such use shall be appurtenant to the Unit and shall pass with, and not be severable from, any conveyance or lease of such Unit.

**Section 5.2 Use of Limited Common Elements.** Subject to the other provisions of this Declaration and the other Governing Documents, each Owner, as well as their agents, servants, contractors, employees, tenants, family members, guests and invitees shall have the exclusive right to use and enjoy Limited Common Elements designated herein or on the Plats or pursuant to the Governing Documents as exclusively appurtenant to the Unit(s) owned by such Owner(s) or the neighborhood appurtenant to the Unit(s) owned by such Owner(s).

**Section 5.3 Association's Right to Use Units and General and Limited Common Elements.** The Association shall have a nonexclusive easement to make such use of the Units, General Common Elements, and Limited Common Elements as may be necessary or appropriate to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration or the Governing Documents. The Association, through its Board, shall have the right to make changes to the Common Elements for the benefit of the Owners, as the Board may determine in its reasonable discretion, including without limitation the right to allocate parking among the Units and the right to enter into shared parking agreements.

**Section 5.4 Owner's Right with Respect to Interiors.** Each Owner shall have the exclusive right to paint, repaint, tile, carpet, wallpaper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors and doors of his/her Unit.

**Section 5.5 Easement for Ingress, Egress, Support and Utilities.** Each Owner shall have a non-exclusive easement over, upon, and across the General Common Elements, including the General Common Elements within the Unit of another Owner, necessary for access, ingress and egress to his/her Unit and to the Limited Common Elements designated for use in connection with such owner's Unit, and for horizontal and lateral support of the Unit and for utility service to the Unit, including without limitation water, sewer, gas, electricity, telephone and television service, which easement shall be perpetual and appurtenant to and shall pass with the title to each Unit. The maintenance responsibility incident to such easement shall be the responsibility of the Association and no Owner shall have the individual right to maintain the easement area absent the unreasonable failure, after reasonable notice, of the Association to do so. Notwithstanding the foregoing, where work is undertaken by someone other than the Association, upon completion of the work, the person or entity exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The Association reserves the right to grant to utility providers, the Association, and the Owners of any of the Units perpetual non-exclusive utilities easements located as described on the Plats for the purpose of installing utilities, including without limitation, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; and drainage systems; to serve the Property, inspecting, maintaining, repairing and replacing such utilities (including HVAC units) and infrastructure that serve the Units; and access to read utility meters. Work associated with the exercise of the easements described in this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. The exercise of these easements shall not extend to permitting entry into any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

**Section 5.6 Easements for Encroachments.** If any part of the General Common Elements encroaches or shall hereinafter encroach upon a Unit or Units, including without limitation utility wiring and piping serving the Unit(s), an easement for such encroachment and for the maintenance of the same shall and does exist in favor of the Association. If any part of a Unit encroaches or shall hereafter encroach upon the General Common Elements, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist in favor of such encroaching Owner. Such encroachments shall not be considered to be an encumbrance either on the General Common Elements or the Units. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction of the Property or any part thereof in accordance with the original plans for the Property, and any encroachment due to building overhangs or projection.

**Section 5.7 Easements of Access for Repair, Maintenance, and Emergencies.** The Association shall have a perpetual nonexclusive easement of access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of the Units and any of the Common Elements located therein

or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit or Units. Any damage to the interior of any part of a Unit or Units resulting from the repair, maintenance, or an emergency of any Unit or any of the Common Elements, or as a result of emergency repairs within another Unit at the direction of the Association or of any Owner shall be an expense of all of the Owners of the Common Elements; provided, however, that if such damage is the result of negligence of the Owner of a Unit, its invitees, guests, tenants or assigns, then such Owner shall be financially responsible for all of such damage, including any insurance deductibles due related to such damage. Any amount owed to the Association by an Owner pursuant hereto shall be collected by the Association by assessment pursuant to Article IX below.

**Section 5.8 Easements for Drainage.** Every Unit shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any portion of the Properties to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Board.

**Section 5.9 Easement for Construction.** The Board shall have the right to grant a temporary easement for ingress and egress over, under, upon, and across the Property, as may be reasonably necessary incident to completion of the orderly development of the Property.

**Section 5.10 Easements Deemed Appurtenant.** The easements and rights herein created for an Owner shall be appurtenant to the Unit of that Owner and all conveyances of and other instruments affecting title to a Unit, shall be deemed to grant and reserve such easements as are provided for herein, even though no specific reference to such easements may appear in any such conveyance.

**Section 5.11 Construction Activities.** The Property is located in an area that may be subject to or near ongoing construction activities relating to the development of adjacent or nearby properties. The construction activities may generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The construction activities may include, without limitation: (i) construction traffic, including, without limitation, construction vehicles, equipment and vehicles used or owned by adjacent landowners, and the employees, agents, and contractors of any of them; and (ii) construction activities, including, without limitation, grading, excavation, clearing, site work, and construction of improvements on such adjacent or nearby properties.

**Section 5.12 Easement for Emergency Vehicles and Personnel.** The Property is hereby burdened with an easement allowing all policemen, firemen, ambulance personnel and similar emergency personnel, and their vehicles entry to perform their duties, including the enforcement of traffic regulations.

**Section 5.13 Adjacent Property Cross-Access Easement.** The Association hereby declares and grants to the owner(s) of "Adjusted Tract 18" located adjacent to the Property and depicted on that Map of Survey No. T-58D entitled "Minor Boundary Adjustment Between Properties of Jackson Teton County Housing Authority" and recorded in the Office of the Clerk of Teton County, Wyoming, and such owners' successors and assigns, for their use, in common with others entitled to use the same, a nonexclusive easement for the (i) passage of vehicles over and across the drives in the General Common Element, and (ii) for the passage and accommodation of pedestrians over and across

the parking, drives, and sidewalk areas, as such drives parking and sidewalks may from time to time be constructed and maintained for such use. Such easement rights shall be subject to the provisions contained in this Declaration.

## **ARTICLE VI. USE AND CONDUCT**

**Section 6.1 Framework for Regulation.** The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements and restrictions which govern the Property. However, within that framework, the Board and the members of the Association must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect the Grove Condominiums, its Owners and residents. Therefore, this Article establishes procedures for establishing, modifying and expanding the Master Rules and Regulations.

### **Section 6.2 Rule Making Authority.**

(a) Subject to the terms of this Section and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand any Rules and Regulations adopted by the Board, subject to this Section. The Board shall give notice to all Owners concerning any such proposed action at least five (5) business days prior to the meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at such meeting prior to such action being taken. Such action shall become effective after compliance with paragraph (b) below if: approved at a meeting of the Members by more than sixty percent (60%) of the total votes.

(b) At least thirty (30) days prior to the effective date of any action taken under subsection (a) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Rules and Regulations to each Owner specifying the effective date. The Association shall provide, without cost, a copy of the Rules and Regulations then in effect to any requesting Member or Mortgagee.

**Section 6.3 Allocation of Burdens and Benefits.** No rule shall alter the allocation of financial burdens among the various Units or the rights to use the Common Elements to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Elements available to the Owners, from adopting generally applicable rules for use of the Common Elements, or from denying use privileges to those who abuse the Common Elements or violate the Governing Documents. This provision does not affect the right to increase the amount of Assessments as provided by Article IX.

**Section 6.4 Owners' Acknowledgement and Notice to Purchasers.** All Owners are given notice that use of their Unit is limited by the Governing Documents, specifically including without limitation the Master Rules and Regulations, as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit acknowledges and agrees that the use and enjoyment and marketability of his Unit can be affected by the Governing Documents and that the Governing Documents may change from time to time. All

purchasers of a Unit are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Governing Documents may be obtained from the Association.

**Section 6.5 Displays.** Without prior written consent of the Board, Owners shall not permit any sign to be displayed to the public view, either from within the Unit or from the appurtenant Common Elements, including without limitation commercial, political, "for sale", "for rent", informational or directional signs, devices or nameplates. This restriction shall not apply to traffic signs, unit designations, project designations, or similar signs displayed by the Board, or to temporary signage to caution or warn of danger.

**Section 6.6 Nuisance.** No noxious or offensive activity shall be carried on within or upon any Unit or Common Element, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owner(s) in the enjoyment of their Unit(s), or in their enjoyment of the Common Elements. No sounds shall be emitted on any part of the Property that is unreasonably loud or annoying.

**Section 6.7 Domestic Animals.** Each Unit shall be entitled to maximum of one (1) dog and one other Household Pet (the term Household Pet means generally recognized Household Pets other than a dog, such as cats, fish, birds, rodents, and non-poisonous reptiles), except that only one (1) of the Household Pets may be a dog and so long as such pets are not kept for any commercial purpose, do not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Owners. All Owners or Occupants with household pets shall keep the animals restrained and controlled at all times so they do not cause a nuisance to others and do not harass or endanger wildlife. For purposes of this Section, "nuisance" means any noisy animal, any vicious animal, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other personal or real property within the Property. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. For purposes of this Section, a "noisy animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Association, the Board, or its designee may require an Owner, at its own expense, to remove a pet determined by the Association to be a nuisance pet and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit and remove the nuisance pet and any such action shall not be deemed a trespass, and the cost therefor shall be levied against the offending Owner as a Specific Assessment. In the event the Board removes such an animal, the animal shall be kenneled and the cost therefor shall be levied against the offending Owner as a Specific Assessment.

No Owner or keeper of any animal who is visiting or working on the Property shall be permitted to allow such animals to run free. Also, no pet or animal shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object within the Property thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic within the Property.

The Owner of a Unit where a household pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of roads or other Units necessitated by such pet.

The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a nuisance to other Owners or Occupants, or that an Owner or Occupant is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation.

All animals not considered to be a domestic Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Property or in a Unit.

**6.8     Fencing.** Except for the fencing approved by the Board and installed in the LCE-Yard, no fence, gate, hedge or wall shall be erected or maintained by an Owner. The right to fence the Property is reserved by the Association.

**6.9     Prohibited Uses.** The following uses are prohibited on the Common Elements and the Units:

(a)     Non residential uses, except for home occupation uses permitted by the applicable zoning and land use regulations.

(b)     The construction or location of any buildings, decks, patios, structures or accessory structures except for the Units and those structures constructed in accordance with the Plats.

(c)     Dredging, mining, excavation, or the exploration for, extraction or processing of oil and gas or minerals, or the removal or processing of rock, sand and gravel.

(d)     Off-road use of vehicles and off-trail use of any form of motorized transportation, except for motorized wheelchairs and the use of vehicles to respond to emergencies.

(e)     The construction of any roads, driveways, and parking areas or places not depicted on the Plats, except as may be reserved by the Association herein or on the Plats.

(f)     The storage of recreational vehicles or equipment (including, but not limited to boats, campers, and motor homes), furniture, and any other items or structures, and the dumping or storing of ashes, trash, garbage, junk, or other unsightly or offensive materials so as to be visible from another Unit or the Common Area.

(g)     Clearing, grading or other movement of the natural topography of the land except such clearing for safety purposes (e.g. deadfall along roads, or next to other structures), or clearing for the fire safety based on an improved fire management plan.

(h) The storage of garbage except in designated spaces within the General Common Element as designated on the Plats. No garbage or other materials shall be set out in such a manner to allow persons, vehicles, animals, or weather to scatter such garbage or other materials on the Property.

(i) No hot tubs are permitted.

(j) Use of all other services and amenities on the Property, shall be managed by the Association and be subject to the Rules and Regulations.

(k) No hunting or discharge of firearms shall be permitted on any portion of the Property. No discharge of firecrackers or other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

(l) No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be installed or erected by or at the direction of an Owner. Notwithstanding the foregoing, the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for each building.

(m) The following items are prohibited from being attached, stored and/or erected in any manner by an Owner on or within the Common Elements: sunshades, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment and toys), trash containers, or any similar items, and paint, highly flammable materials, food products and any item that attracts vermin or produces an odor.

(n) Any alteration to the exterior surfaces of the Buildings.

(o) The alteration or addition of decking, fences or landscaping within the Common Elements.

#### **6.10 Vehicle Parking, Storage, Operation and Repair.**

(a) No boats, trailers, buses, motor homes, campers (on or off supporting vehicles), trucks, snowmobiles, recreational vehicles, golf carts, abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting operating passenger automobiles and one ton or smaller trucks) shall be stored in or upon the Common Elements, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on the Common Elements. This restriction shall not prevent the non-commercial washing and polishing of vehicles and boats, together with activities normally incidental thereto in the LCE – Carport.

(b) An “abandoned or inoperable vehicle” shall mean any motorized vehicle which does not display a current valid motor vehicle license and registration tag or which has not been driven under its own propulsion for a period of two (2) weeks or longer (excepting otherwise permitted vehicles parked by an Owner or Occupant on their Unit's Limited Common

Element - Carport while on vacation or during a period of illness), or which does not have an operable propulsion system within the vehicle.

(c) In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to have the offending vehicle removed and stored, at the sole expense of the Owner of the Unit number associated with the Limited Common Element on which the vehicle is located and to enter upon such LCE for such purpose, all without liability on the part of the Board.

(d) Parking of vehicles in designated Limited Common Element – Carport, as specified on the Final Plats, shall be permitted.

## **ARTICLE VII. THE ASSOCIATION**

**Section 7.1 Administration of Property; Creation of Association; Adoption of Bylaws.** The Association shall administer the Property in accordance with the Act and the Governing Documents through its Board which shall adopt the Bylaws.

**Section 7.2 Membership.** Every Owner shall be entitled and required to be a member of the Association. Upon acceptance of a warranty deed or other instrument of conveyance of title for a Unit, such Owner shall automatically become a member of the Association and shall have all of the rights and obligations of a member as provided herein and in the Governing Documents. Membership shall be appurtenant to the fee simple title to such Unit and shall be transferred automatically and immediately by conveyance of the Unit. If more than one person comprises the Owner, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of ownership as fee simple title to the Unit is held and all voting shall be exercised by an authorized representative of such multiple persons pursuant to the Bylaws. No person or entity other than an Owner may be a member of the Association, and the Association Bylaws always shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Unit.

**Section 7.3 Voting Rights.** When Phase Three is completed, the total number of votes which may be cast by all members of the Association shall be forty-eight (48) and each Owner shall be entitled to one vote. Phase Three is being constructed and sold in three stages (8 units for each stage) and when a Unit in Phase Three is sold, the purchasing Owner will be entitled to vote on Association matters.

**Section 7.4 Board of Directors.** The affairs of the Association shall be managed by the Board which may, by resolution, delegate any portion of its authority in accordance with the Declaration and the Bylaws. Beginning with the first Board election subsequent to the recordation of this instrument and continuing at all times thereafter, at least one Owner who lives in Phase Two and at least one Owner who lives in Phase Three shall be Directors on the Board. In the event no qualified Member is eligible or willing to fill a Board position reserved for a Phase of the

development, there shall be a second nomination process and if again the Board position is not filled as set forth above, then any Member may be elected to fill the vacant Board position at that election, without regard to their Unit Ownership in one phase or another.

## **ARTICLE VIII. CERTAIN RIGHTS, POWERS AND RESPONSIBILITIES OF THE ASSOCIATION**

**Section 8.1 Powers of the Board of Directors of the Association.** Subject to the provisions of the Declaration and the other Governing Documents, the Board shall have the powers enumerated in the Bylaws and provided herein or by the governing laws of the State of Wyoming for boards of directors of nonprofit corporations.

**Section 8.2 Management, Control and Maintenance of the Common Elements.** The Association, subject to the rights and duties of the Owners set forth herein, shall be responsible for the exclusive management, control, maintenance, repair and replacement of the Common Elements (including without limitation LCE – Carport, LCE – Yard and LCE - Neighborhood) and all improvements thereon, and shall keep the same in good, clean, safe, sanitary and attractive condition, order and repair consistent with or exceeding the Community-Wide Standard. The cost of such management, control, maintenance, repair and replacement by the Association shall be paid by the members of the Association as Regular Assessments, Special Assessments, Neighborhood Assessments or Specific Assessments as provided herein. Such maintenance and repair shall include landscaping services, including mowing of the GCE if necessary (but not mowing of LCE-Y), snow removal and the like.

The Association shall have the right to grant easements for utility and access purposes over, upon, across, under, or through any portion of the Common Elements and each Owner hereby, and by acceptance of a deed for a Unit hereafter, irrevocably appoints the Board as their attorney-in-fact for such purpose.

**Section 8.3 Maintenance and Repair of Units** Each Owner has the responsibility to maintain, repair and replace such Owner's respective Unit at or exceeding the Community-Wide Standard. To the extent an Owner does not so maintain such Owner's Unit, the Association may so maintain and repair the Unit, and such Owner shall be assessed, as a Specific Assessment, the cost of such maintenance, repairs or replacements.

Each Owner shall keep their Unit and its appurtenant Limited Common Elements in good, clean, safe, sanitary and attractive condition, order, and repair during any period of Owner use, and shall promptly notify the Association of any need for maintenance, repair or replacement to the Common Element.

**Section 8.4 Delegation of Powers and Responsibilities of Association.** The Association or the Board may obtain and pay for the services of the Managing Company to manage its affairs, or any part thereof, including without limitation legal, accounting, management, marketing, maintenance, electrical, water, sewer, and trash collection services, to the extent it deems advisable for the proper operation of the Property, whether such personnel are furnished or

employed directly by the Association or any other person or entity with whom or which it contracts.

**Section 8.5 Personal Property for Common Use.** The Association may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners, and subject to the limitations on use contained within the Governing Documents.

**Section 8.6 Master Rules and Regulations.** As set forth in this Declaration, the Association may make reasonable rules and regulations governing the use of the Units, the General Common Elements and the Limited Common Elements, which Master Rules and Regulations shall be consistent with the rights and duties established in this Declaration.

**Section 8.7 Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

**Section 8.8 Amplification.** The provisions of this Article are amplified by the Bylaws; provided, however, that no present or future provision of such Bylaws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

**Section 8.9 Limitation on Association's Liability.** The Association shall not be liable for any failure of any service to be obtained and paid for by the Association, or for injury or damage to person or property caused by the elements or by another Owner or person in the Buildings, or resulting from the electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of the Buildings or the Common Elements, including any of the pipes, drains, conduits, appliances or equipment thereof, or from any other place, unless caused by the gross negligence of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance, or improvements to the Property or the Common Elements or any part thereof, or from any action taken to comply with any law, ordinance, or orders of a governmental authority.

**Section 8.10 Enforcement of Governing Documents.**

**a. In General.** In the event that any Owner, Occupant or any other person fails to comply with any of the provisions of the Governing Documents, the Association and any Owner shall have full power and authority to enforce compliance with such instruments or documents, in any manner provided for therein, at law or in equity, including, without limitation, the right to (i) enforce the Governing Documents by charging a fine for each violation as the same is further described in the Master Rules and Regulations, (ii) commence an action for damages, to enjoin the violation or specifically enforce the liens provided for herein and any statutory lien provided by law, including the foreclosure of any such lien and the appointment of a receiver for an Owner and the right to take possession of the Unit of any Owner in any lawful manner; (iii)

require an Owner, at such Owner's expense, to remove any non-complying structure or improvements on such Owner's Unit and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit, remove the violation and restore the Unit to substantially the same condition as previously existed and any such action shall not be deemed a trespass; (iv) without liability to any person, preclude any contractor, subcontractor, agent, employee or other invitee of a Owner who fails to comply with the terms and provisions of the Governing Documents from continuing or performing any further activities on the Property; and (v) levy Specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with Governing Documents.

In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, the Association may record a notice of violation in the Public Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action

All sums payable pursuant to this Declaration that become delinquent shall bear interest at a rate determined by the Board, but in no event shall such rate be more than 1.5 percent per month or the then-maximum rate permitted by law, whichever is less, commencing on the date such payment becomes delinquent or, if advanced or incurred by the Association or another person pursuant to authorization contained in this Declaration, commencing 30 days after repayment is requested.

Each Person who becomes delinquent in the payment of any amount due the Association shall pay to the Association a late charge of \$5.00 per day of such delinquency or such other amount as may be determined by the Board from time to time, for each payment that is delinquent. Each Person who becomes delinquent in the payment of any amount due the Association shall be liable for all reasonable costs and attorney's fees incurred by the Association with respect to collection of all delinquent amounts, which costs and fees shall be the personal obligation of each Owner at the time each Assessment becomes due and payable and shall be a lien and charge upon the Unit against which the Assessment is made.

All enforcement powers of the Association shall be cumulative. The failure of the Association to enforce any provision of the Governing Documents shall not operate as a waiver by the Association to enforce such provision or any other provision of the Governing Documents in the future against the violating Owner or other individual or against any individual in the future.

The Association, by contract or other agreement, may enforce applicable city and county ordinances, if applicable, and permit Town of Jackson, Wyoming to enforce ordinances within the Property for the benefit of the Association and its Members.

**b. Suspension of Rights and Privileges.** In amplification of, and not in limitation of, the general powers specified in this Declaration, the Association through its Board shall have the following rights and powers, in addition to those set forth in the Act:

If a Person shall be in breach of the Governing Documents, including but not limited to the failure of that Owner to pay any Assessment attributable to, or incurred in connection with, a Unit on or before the due date therefore, or for the failure of a successor-in-title of a Unit to promptly cure any past due Assessments or other amounts due and owing to the Association, whether or not the obligation to pay for such Assessments or other amounts due arose prior to the time such successor-in-title obtained such Unit, the Association may suspend that Owner's rights and privileges arising from the ownership of such Unit including, but not limited to, the right to participate in any vote or other determination provided for herein and the right to any nonessential services including cable or satellite television service or internet access or the like, and may assess monetary penalties as may be provided herein, in the Master Rules and Regulations, in the Bylaws or other Governing Documents.

No suspension of rights and privileges, except a suspension of privileges for the failure of a Person to pay any Assessments, any portion thereof or any other amount due on or before the due date therefore, and no imposition of monetary penalties shall be made except after a meeting of the Board duly called and held for such purpose.

Written notice of such meeting, the purpose thereof, including the reasons for the suspension sought or the monetary penalties sought to be imposed, and whether the Person's defense shall be oral or written, shall be given to the Person at least 15 days prior to the date of the meeting. The Person shall be entitled to appear at that meeting and present his or her case, either orally or in writing as designated by the Board, as to why his or her privileges should not be suspended or monetary penalties imposed.

The decision as to whether rights and privileges should be suspended or monetary penalties imposed shall be made by a majority of the Board present at that meeting. Written notice of suspension or monetary penalties imposed, the reasons therefor and the length or amount thereof shall be given to the Person, and the suspension or penalties shall become effective on the date such notice is given, which date shall be not less than three days after the date of such meeting.

If a suspension of rights and privileges or imposition of monetary penalties is based:

(i) on the failure of a Person to pay Assessments or any other amount due when due attributable to, or incurred in connection with a Unit, the suspended rights and privileges of that Person with respect to the Unit shall be reinstated automatically at such time as payment is received by the Association, in cash or by electronic funds transfer or certified check, of all amounts past due as of the date of the reinstatement and all monetary penalties imposed, together with accrued and unpaid interest and any late charges imposed which are attributable to, or were incurred in connection with, such Unit.

(ii) on any act or omission other than the failure of a Person to pay Assessments or any other amount due when due, the suspended rights and privileges shall be automatically reinstated upon the earlier of expiration of the period stated in the suspension notice or payment of the monetary penalties imposed.

c. **Enforcement of Association's Rights**. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

d. **Indemnification of Officers, Directors and Others**. The Association shall indemnify any of its officers or directors who are made a party to any legal proceeding because of that person's position as officer or director, so long as the officer or director acted in good faith and not in willful disregard of its duties.

e. **Provision of Services**. The Association is authorized but not obligated to enter into and terminate, in the Board's discretion, contracts or agreements with service providers, to provide services to and facilities for the Members of the Association and their guests, lessees and invitees and to charge use and consumption fees for such services and facilities. By way of example, some services which might be offered include property management services, snow removal, trash and recycling removal, landscape maintenance, pest control, utilities, and similar services.

## ARTICLE IX. ASSESSMENTS

**Section 9.1 Members' Obligations to Pay Assessments and Other Amounts**. Each Owner shall be deemed to covenant and agree with each other and with the Association, to pay the Association all Assessments, whether Regular Assessments, Special Assessments, Neighborhood Assessments or Specific Assessments, made by the Association for the purposes provided in this Declaration, as well as such reasonable and uniformly applied charges for use of the Property and reasonable and uniformly applied fines imposed for violation of the Master Rules and Regulations adopted by the Association as provided in this Declaration. Such Assessments shall be fixed, established and collected from time to time, as provided in this Declaration.

**Section 9.2 Regular Assessments**. The regular assessments against all Units within the Property (the "Regular Assessments") shall be based upon advance estimates of cash requirements of the Association to provide for the payment of all costs and expenses arising out of or connected with the following: (i) the administration and/or management of the Property; (ii) the maintenance, operation repair and replacement of the Common Elements; (iii) taxes and special assessments from governmental or quasi-governmental entities or agencies unless and until Units are separately assessed; (iv) premiums for all insurance which the Association is required or permitted to maintain hereunder; (v) wages of and other costs associated with Association managers, employees or contractors; (vi) legal, audit and accounting fees; (vii) amounts necessary to eliminate any deficit remaining from a previous period; (viii) creation of a reasonable reserve fund ("Reserve Fund") for periodic maintenance, repair and replacement of the Common Elements and for future capital expenditures for the Common Elements; (ix) all costs associated with the Annual Meeting; and (x) any other operating, administrative and management costs, expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration or pursuant to the affirmative vote of the members of the Association pursuant to this Declaration or the Bylaws. All of the foregoing shall be referred to herein as the "Common

Expenses", which Common Expenses shall be assessed to the Owners in the following two general categories:

a. **General Common Expenses.** The General Common Expenses shall include the Common Expenses.

b. **Reserve Fund.** The "Reserve Fund" shall include sums reserved for future capital expenditures for the Common Elements and funds to pay insurance deductibles, which reserve fund shall be assessed to all Units.

**Section 9.3 Apportionment of Regular Assessments.** The Regular Assessments pertaining to the General Common Expenses and Reserve Fund shall be apportioned based on percentage ownership of the General Common Elements as set forth in Exhibit A, subject to the following qualifiers: 1) for assessments for items not affected by occupancy (i.e. snow removal, site electricity, landscaping, management and legal fees, fire alarm maintenance, etc) the assessments will be apportioned in accordance with Exhibit A; 2) for assessments for items that are affected by occupancy (i.e. trash recycling, insurance, etc) the assessments are apportioned based on a percentage of total bedrooms in the Grove Condominiums and the Board shall decide whether an assessment is based on occupancy or not.

**Section 9.4 Notice of Periodic Assessments; Time for Payment Thereof; and Interest.** The Association shall assess Owners monthly (or such other periods as it may determine) for the Regular Assessments any Special Assessments or Specific Assessments consistent with an annual budget duly adopted by the Board. The Association shall provide notice of such periodic assessment to the Owners by any method authorized by the Bylaws or the Declaration. No payment shall be due less than thirty (30) days after written notice has been sent to the Owners. Failure of the Association to give written notice of the Assessment shall not affect the liability of the Owner of any Unit for such Assessment, but the date when payment shall be due in such case shall be deferred to a date thirty (30) days after such notice is sent to the Owners.

**Section 9.5 Special Assessments.** In addition to the Regular Assessments authorized by this Declaration, the Association may levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the total votes of all members of the Association, special assessments, payable over such period as the Association may determine, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or any shortfall in the Reserve Fund, or for any other expense incurred or to be incurred as provided in this Declaration (the "Special Assessment"). This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Section or by the affirmative vote of the members of the Association as provided herein. Any amounts assessed pursuant hereto shall be assessed to Owners in the same manner and the same proportion as the Regular Assessments.

**Section 9.6 Neighborhood Assessments.** The Board shall have the power to levy separate Neighborhood Assessments to the Owners in the Grove Phase Two and the Owners in the

Grove Phase Three (each Phase being treated as a separate neighborhood) for the following purposes: (1) maintaining, repairing and replacing the Limited Common Elements - Neighborhood; and (2) creating of a reasonable neighborhood reserve fund ("Neighborhood Reserve Fund") for the periodic maintenance, repair and replacement of the Limited Common Elements - Neighborhood. Neighborhood Assessments for Phase Two shall be apportioned amongst the Owners in Phase Two based on a percentage of total bedrooms in Phase Two. Neighborhood Assessment for Phase Three shall be apportioned equally amongst the Owners in Phase Three.

**Section 9.7 Specific Assessments.** The Association shall have the power to levy Specific Assessments (individually, the "Specific Assessment") against a particular Unit or limited number of Units as follows:

a. To cover costs incurred by the Association, including the payment of insurance deductibles on insurance policies held by the Association, to maintain or repair damage to a Unit or the Common Elements caused by the negligence or as a consequence of the conduct or lack of conduct of the Owner, their family members, agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment;

b. To cover costs incurred by the Association for all routine, non-routine and preventative maintenance, repairs or replacements of a Unit.

**Section 9.8 Lien for Assessments.** All sums assessed to any Unit pursuant to this Declaration, including any penalties assessed herein for noncompliance with the Governing Documents, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association, which lien is perfected from and after the recording of this Declaration without the necessity of recording any notice of delinquency or notice of lien. Each default of an Owner for nonpayment of an amount assessed hereunder or for violation of the Owner's obligations under the Governing Documents shall constitute a separate basis for a demand or claim of lien. Such lien shall attach from the due date of the assessment and shall be superior to all other liens and encumbrances on such Unit except for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; (b) labor or materialmen's liens, to the extent allowed by law, (c) all sums unpaid on a first Mortgage, a first trust indenture, or contract for deed, of record, and (d) all sums unpaid on a second Mortgage held by Habitat or a mortgage servicing company utilized by Habitat. All other lienholders acquiring liens on any Unit after the recordation date of this Declaration shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The secured party under a valid Mortgage, duly recorded in the land records in the Office of the Clerk of Teton County, Wyoming as to a Unit, shall be entitled to cure a default in payment of Assessments by paying all past due Assessments.

The Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Unit, and a description of the Unit. Such notice shall be signed by the Association, and may be recorded

in the land records in the Office of the Clerk of Teton County, Wyoming if such assessment is more than sixty (60) days past due. Such lien may be enforced by power of sale by the Association after failure of the Owner to pay such assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Wyoming for the foreclosure of liens against real estate or in any other manner permitted by law. In any such foreclosure as to a Unit, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of recording the notice of assessment, and all reasonable attorneys' fees associated therewith. All such costs and expenses shall be secured by the lien being foreclosed as to the Unit. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due prior to commencement of foreclosure and during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to thereafter acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the Unit as the Owner thereof. The purchaser at any sale shall obtain title to the Unit after the expiration of any applicable period of redemption subject to, and shall be jointly and severally liable with the Owner foreclosed upon with respect to all Assessments and other sums due or performance claimed, subject to the provisions of the Governing Documents. No sale or transfer shall relieve the Unit or the purchaser thereof from liability for any Assessments, other payments or performance thereafter becoming due or from the lien therefore as provided for in this Section. All sums assessed hereunder but still unpaid shall also remain the obligation of and shall be payable by the Owner foreclosed upon.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the land records in the Office of the Clerk of Teton County, Wyoming upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

**Section 9.9 Personal Obligation of Owner.** The amount of any Regular Assessment, Special Assessment, Neighborhood Assessment or Specific Assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Elements or by abandonment of his/her Unit. Any purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

**Section 9.10 Estoppel Certificate.** Upon payment of a reasonable fee and upon five (5) business days written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Association shall issue an estoppel certificate setting forth the amount of the unpaid Assessments including penalties, fees and interest accrued and due, if any, with respect to such Unit, whether Regular Assessments, Specific Assessments, Neighborhood Assessments or Special Assessments, the amount of the current Regular Assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which certificate shall be conclusive upon the Association in favor of persons who rely thereon in good faith that no greater amounts were then due or accrued and unpaid, with the exception that any damage done

to a Unit after the date of the estoppel certificate shall create an assessment against the Unit and shall not be foreclosed by the change in ownership of such Unit or the issuance of the estoppel certificate and shall be assessed to the Unit, regardless of the ownership thereof, pursuant to this Declaration.

**Section 9.11 Assessment for Payment of Insurance Deductible.** The deductible, if any, on any insurance policy held by the Association or the Board shall be paid by the Association and assessed to the Owners as a Common Expense in the event that the cause of any damage or destruction of any portion of the Condominium originated in or through the Common Elements or an apparatus located within the Common Elements; provided, however, that the Association or the Board may assess any deductible amount necessitated by either the intentional act or omission, negligence, abuse, misuse or neglect of an Owner, or his or her family, guest, tenant or the family or guest of such tenant, against such Owner as a Specific Assessment hereunder. In the event that the cause of any damage or destruction to any portion of the Condominium originated in or through a Unit or any component thereof, then the deductible shall be paid by the Association and the amount therefore shall be assessed against the Owner of such Unit as a Specific Assessment hereunder.

**Section 9.12 Budgeting and Allocating Common Expenses.** At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses and Neighborhood Expenses, for the coming year, including any contributions to be made to a reserve fund pursuant to this Article 9. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Regular Assessments, Special Assessments, Neighborhood Assessments and Specific Assessments against each.

The Board shall send a copy of the final budget, together with notice of the amount of the Regular Assessment and Neighborhood Assessments to be levied pursuant to such budget, to each Owner, the Jackson/Teton County Affordable Housing Department ("Housing Department"), and Habitat for Humanity of the Greater Teton Area ("Habitat") not less than forty-five (45) nor more than sixty (60) days prior to the effective date of such budget; provided, however, if the Regular Assessment or Neighborhood Assessment is increased from the previous year's Regular Assessment or Neighborhood Assessment, the Board shall send notice of the increase to the Homeowners not less than thirty (30) nor more than sixty (60) days prior to the increased Regular Assessment or Neighborhood Assessment becoming due. Such budget and assessment shall thereafter become effective unless objected to in writing by an Owner within ten (10) days of the effective date of the budget.

Failure of the Members to approve a budget or failure of the Board to fix assessment amounts or rates or to send to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget and adjust the Regular Assessment and Neighborhood Assessment from time to time during the year, subject to the notice requirements and the limitations contained herein.

**Section 9.13 Budgeting for Reserves.** The Board shall prepare and review at least annually a reserve budget for capital expenses of the Association. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period. Housing Department and Habitat shall each have the right to revise and approve the reserve budget to the extent Housing Department or Habitat determines in its reasonable discretion is necessary to adequately maintain the replaceable assets.

## **ARTICLE X. INSURANCE**

**Section 10.1 Types and Form of Insurance.** The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in the State of Wyoming.

**a. Property Insurance.** The Association shall obtain a policy or policies of insurance against damage or destruction of the Common Elements and the portion of the Units considered to be attached to the Building (including without limitation the interior walls and partitions, ceilings, cabinetry, fixtures, carpeting and other attached flooring, windows and doors, and excluding without limitation artwork, appliances and mirrors that are attached to the interior of the Units) and the equipment, supplies and other personal property of the Association. Such property insurance shall be in accordance with the coverage customarily maintained by other condominium properties similar in construction, design and use, and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, theft, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection, but in any event shall consist of a policy written on an open perils basis to provide the broadest coverage possible. The Association may comply with the above requirement by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice. The policy shall be in an amount equal to 100% of current replacement cost of the Property, exclusive of land, foundation, excavation and other items normally excluded from coverage.

The Property Insurance shall be carried in a form or forms naming the insured as the Association for the use and benefit of all Owners. The loss payable shall be in favor of the Association as trustee for each Owner and the Owners' Mortgagee(s), and the parties shall be beneficiaries of the policy in equal shares, prior to any ratio adjustments. Each policy shall provide a standard, non-contributory mortgagee clause in favor of each Mortgagee or insurer or guarantor of a Mortgage, in a form commonly accepted by private institutional mortgagors in the area. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after forty-five (45) days prior written notice is first given to the Association. If the foregoing

terms are not commercially feasible, then the Association shall be permitted to negotiate the best commercially reasonable terms available. The Association shall, upon request, furnish to each Owner or Mortgagee a certificate of coverage, including an identification of such Owner's interest.

**b. General Liability Insurance.** The Association shall obtain a broad form of comprehensive general liability insurance coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, all of the Common Elements and public ways of the Property, including death, liability for personal injuries, property damage, liability of the Association, its officers, Directors, employees and the Managing Company arising with the ownership, operation, maintenance, administration, management, use or occupancy of the Property, and liability arising out of lawsuits related to employment contracts of the Association, as well as such other riders customarily covered with respect to similar condominiums. The combined single limits of such insurance policies shall be not less than One million dollars (\$1,000,000.00) with respect to personal liability and with limits of not less than One million dollars (\$1,000,000.00) for each accident with respect to property damage liability.

The general liability insurance shall name the Association, its directors, officers, managers and assignees, each Owner, and shall protect each insured against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Property or the Buildings. Each such policy shall provide that it cannot be cancelled either by the insured or by the insurance company until after forty-five (45) days written notice to the Association. If the foregoing terms are not commercially feasible, then the Association shall be permitted to negotiate the best commercially reasonable terms available.

**c. Officers and Directors Coverage.** To the extent not otherwise provided, the Association shall obtain errors and omissions or similar insurance coverage protecting the officers and directors on the Board of the Association.

**d. Details of All Policies.** The Association shall be required to secure insurance policies that will provide for the following:

(i) that the insurer shall waive subrogation as to any claims against the Association, the Owners and their respective servants, agents and guests;

(ii) the policy or policies on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of one or more individual Owner not in control of the Owners collectively;

(iii) that the policy or policies on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of any director on the Board, officer or employee of the Association without a prior demand in writing that the Association cure the defect;

(iv) that any "no other insurance" clause in the policy or policies on the Property exclude individual Owner's policies from consideration;

(v) a "special condominium endorsement" or its equivalent;

(vi) if available, the policies shall contain an "agreed amount endorsement" and an "inflation guard endorsement."

e. **Additional Coverage.** The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association shall deem appropriate from time to time.

**Section 10.2 Owner's Individual Insurance.** Each Owner shall obtain content insurance coverage for such Owner's Unit in an amount no less than 100% of the cost to replace the contents of the Unit to the extent not covered by the Association's insurance in the event of damage or destruction. The premium and deductible costs associated with such Owner's individual insurance shall be paid by the Owner. All such insurance of the Owner's Unit shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents, and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Each Owner shall be responsible for providing proof of such insurance to the Association; provided, however, that the Association shall not be responsible for ensuring that each Owner has such insurance. Any minimum dollar amount limitations provided herein may be increased from time to time by resolution of the Association to account for increases in the costs of replacement or reconstruction or increases in the perceived levels of liability.

**Section 10.3 Adjustment.** Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Board.

**Section 10.4 Contribution.** In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by the individual Owners or their Mortgagees.

**Section 10.5 Review of Insurance.** The Board shall review annually the coverage and policy limits of all insurance coverage on the Buildings and adjust the same at its discretion. Such annual review may, but shall not be required to, include an appraisal of the improvements on the Property by a representative of the insurance carrier or carriers providing the policy or policies on the Property, or such other qualified appraisers as the Board may select, and the cost thereof shall be assessed to the Owners as a Common Expense hereunder.

**Section 10.6 Actions Affecting Cost and Coverage of Insurance.** No Owner shall permit anything to be done or kept in such Owner's Unit or in the General Common Elements which will result in increase of the cost or cancellation of insurance on any Unit or any part of the General Common Elements.

**Section 10.7 Insurance Proceeds.** The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this

Article. The Association shall apportion the proceeds to the portions of the Property that have been damaged and shall determine the amount of the proceeds attributable to damage to the General Common Elements. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Property shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

**Section 10.8 Attorney in Fact.** Where appropriate under applicable law, each Owner hereby, and by acceptance of a deed or other conveyance for a Unit thereby, appoints the Association, as attorney-in-fact for the purpose of purchasing and maintaining insurance, which shall include the power to collect and appropriately dispose of the proceeds thereof, negotiate losses and execute releases of liability, execute all documents and perform all other acts necessary to accomplish the provision and settlement of insurance coverage for the Property.

## **ARTICLE XI.            DAMAGE OR DESTRUCTION**

**Section 11.1 Association as Attorney in Fact.** All of the Owners irrevocably constitute and appoint, and acceptance by any grant of a deed from any Owner shall constitute appointment of, the Association as their true and lawful attorney in fact in such Owner's name, place and stead for the purpose of dealing with the Property upon its damage or destruction as hereinafter provided. As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner that may be necessary or appropriate to exercise the powers herein granted, including the repair and reconstruction of the improvements to restore the Property to substantially the same vertical and horizontal boundaries, finish, furnishings and facilities that existed prior to the damage or destruction (the "Repair or Reconstruction").

**Section 11.2 General Authority of Association.** The proceeds of any insurance collected shall be available to the Association for the purpose of the Repair or Reconstruction unless Seventy-Five percent (75%) of the total votes of the Owners, and Mortgagees that represent at least Fifty-one percent (51%) of the votes of Units that are subject to mortgages, agree not to rebuild within one hundred (100) days after such destruction or damage.

**Section 11.3 Estimate of Costs.** As soon as practicable after an event causing damage to, or destruction of, any part of the Property, the Association shall obtain estimates that it deems reliable and complete of the costs of Repair or Reconstruction of that part of the Property damaged or destroyed.

**Section 11.4 Repair or Reconstruction.** As soon as practicable after receiving the estimates to complete the Repair or Reconstruction, the Association shall diligently pursue to completion of the Repair or Reconstruction of that part of the Property damaged or destroyed. The Association shall take all necessary or appropriate action to effect the Repair or Reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such Repair or Reconstruction shall be in accordance with the original

plans and specifications of the Property or may be in accordance with any other plans and specifications the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of the Association may approve. If damage is limited to a building in Phase Two or a building in Phase Three, the Repair or Reconstruction shall be in accordance with the original plans and specifications for that phase or may be in accordance with any other plans and specification the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of that phase may approve.

**Section 11.5 Funds for Reconstruction.** The proceeds of any insurance collected shall be available to the Association for the purpose of the Repair or Reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of the Repair or Reconstruction, the Association may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of the Repair or Reconstruction. Such assessment shall be allocated and collected as provided in the Section titled Special Assessments herein except that the vote of the members of the Association as specified therein shall not be necessary. Further assessments may be made in like manner if the amounts collected prove insufficient to complete the Repair or Reconstruction. All such insurance proceeds and monies collected through assessments shall be considered a fund to pay the estimated or actual costs of the Repair or Reconstruction and shall be disbursed by the Association therefor.

**Section 11.6 Decision Not to Rebuild; Partition and Distribution.** If Seventy-Five Percent (75%) of the votes of all Owners, and Mortgagees that represent at least Fifty-One percent (51%) of the votes of Units that are subject to mortgages, agree not to rebuild after damage or destruction of the Property, the Association shall file with the County Clerk of Teton County, Wyoming a notice setting forth such facts and the following shall occur:

a. the Property shall be deemed to be owned in common by the Owners and each Owner's undivided interest in the Property shall be the percentage of undivided interest previously owned by such Owner in the General Common Elements;

b. any mortgages or liens against any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the Property;

c. the Property shall be subject to an action for partition at the suit of any Owner, OR upon the affirmative vote of Seventy-Five Percent (75%) of the votes of all Owners at a meeting of the Owners duly called for such purpose, the Owners may elect to sell or otherwise dispose of the Property (and such action shall be binding upon all Owners and it shall be the duty of every Owner to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary to effect such sale) in which event the net proceeds of any sale resulting from such suit or partition or vote of the Owners, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the General Common Elements in accordance with **Exhibit "A"** attached hereto, after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all sums due to

Mortgagees, as well as other holders of liens on the undivided interest in the Property owned by such Owner.

## **ARTICLE XII. CONDEMNATION**

**Section 12.1 Consequences of Condemnation.** If, at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof (hereinafter, a "Condemnation"), the following provisions shall apply.

**Section 12.2 Proceeds.** All compensation, damages, or other proceeds from a Condemnation (hereinafter the "Condemnation Award") shall be payable to the Association.

**Section 12.3 Partial Taking.** In the event that less than the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: as soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated equally among the Owners and their Mortgagees as follows: (a) the total amount allocated to taking of or injury to the General Common Elements shall be apportioned equally among Owners, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units that were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within her/his own Unit shall be apportioned to the particular Unit involved, (d) the total amount allocated to taking of a Limited Common Element - Neighborhood shall be apportioned equally to the Owners within that neighborhood, and (e) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by check payable to the respective Owners or their respective Mortgagees, as applicable.

**Section 12.4 Complete Taking.** In the event that the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned equally among the Owners, provided that if a standard different from the value of the Property as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided for partial takings as provided herein.

**Section 12.5 Reorganization.** In the event a partial taking results in the taking of a complete Unit, if appropriate in the determination of the Association, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided herein.

**Section 12.6 Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XI above.

### **ARTICLE XIII. REVOCATION OR AMENDMENT**

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of the Association consent and agree to such revocation or amendment. Any such revocation or amendment shall be binding upon every Owner and Unit whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Unit consents thereto. No amendment may remove, revoke, or modify any right or privilege of Declarant or Habitat without the written consent of said entities. Additionally, no amendment of a material adverse nature with respect to a Mortgagee shall be effective unless approved by Mortgagees that represent at least Fifty-One (51%) of the votes of Units that are subject to mortgages.

Notwithstanding the foregoing, the Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial or agency determination; (ii) bring additional land and Units into the Property and Association; or (iii) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely and materially affect the title to any Unit unless the Owner thereof shall consent in writing.

### **ARTICLE XIV. DISPUTE RESOLUTION**

**Section 14.1 Consents for Association Litigation.** Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval of a majority of a quorum of the Owners, which quorum shall be established pursuant to the Bylaws. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Declaration (including, without limitation, the foreclosure of liens); (b) the collection of Assessments; or (c) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**Section 14.2 Alternative Method for Resolving Disputes.** The Association, its officers, directors, and members, if any, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Bound Parties")

and individually, the "Bound Party") agree to encourage the amicable resolution of disputes involving the Property, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Section 14.3 hereof shall be resolved using the procedures set forth in Section 14.4 in lieu of filing suit in any court.

**Section 14.3 Claims.** Unless specifically exempted below, all claims arising out of or relating to the interpretation, application or enforcement of the Declaration, or the rights, obligations and duties of any Bound Party under the Declaration or relating to the design or construction of improvements on the Property (collectively, the "Claims" or individually, the "Claim") shall be subject to the provisions of Section 14.4.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 14.4:

(a) Any suit by the Association against a Bound Party to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration;

(b) Any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Declaration, if the amount in controversy exceeds five thousand dollars (\$5,000);

(c) Any suit in which any indispensable party is not a Bound Party;

(d) Any suit as to which the applicable statute of limitations would expire within one-hundred twenty (120) days of the Request for Resolution pursuant to Section 14.4, unless the party or parties against whom the Claim is made agree to toll the statute of limitations for such periods as may be reasonably be necessary to comply with this Article; and

Notwithstanding the foregoing, with the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 14.4

**Section 14.4 Mandatory Procedures.**

a. **Request for Resolution.** Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Request for Resolution"), stating plainly and concisely:

1. The nature of the Claim, including the Persons involved and Respondent;
2. The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
3. Claimant's proposed remedy;

4. That Claimant will meet with Respondent and Board's counsel to discuss in good faith ways to resolve the Claim;

5. That Respondent must respond to the Request for Resolution within thirty (30) days of its receipt or it will be deemed to have been rejected.

b. **Negotiation and Mediation.**

1. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Request for Resolution, the Board may appoint a representative to assist the Parties in negotiation.

2. If the Respondent rejects the Request for Resolution, or Parties do not resolve the Claim within ninety (90) days of the date of acceptance of the Request for Resolution (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent mediation agency providing dispute resolution services in Teton County, Wyoming.

3. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

4. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

5. Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent, and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Request for Resolution shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer. In this event, the Mediator shall issue a final written decision within ten (10) days of the last offer. This decision shall be non-binding on the parties and the parties legal remedies are preserved. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim as appropriate.

#### **Section 14.5 Allocation of Costs of Resolving Claims.**

a. Subject to Section 14.5(b), each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator(s) ("Post Mediation Costs").

b. If the Claimant files suit or initiates administrative proceedings on the Claim and thereafter an award is ordered which is equal to or greater than Claimant's Settlement Demand, the Claimant shall be entitled to such award and the Claimant's Post Mediation Costs, such costs to be borne equally by all Respondents. If the Claimant files suit or initiates administrative proceedings on the Claim and thereafter an award is ordered which is less than any Respondent's Settlement Offer, such award shall be reduced by such Respondent's Post Mediation Costs, the benefit of which shall be allocated to such Respondent.

**Section 14.6 Enforcement of Resolution.** After resolution of any Claim, if any Party fails to abide by the terms of any agreement or award, then any other Party may file suit to enforce such agreement or award without the need to again comply with the procedures set forth in Section 14.4. In such event, the Party taking action to enforce the agreement or award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

**Section 14.7 Board Authorization.** The Board may perform any act reasonably necessary to institute, defend, settle, or intervene on behalf of the Association in binding arbitration, non-binding arbitration, mediation, litigation, or administrative proceedings in matters pertaining to (a) enforcement of the Governing Documents, (b) damage to the Common Elements, (c) damage to the Units which arises out of, or is integrally related to, damage to the Common Elements, or (d) any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its members.

### **ARTICLE XV. DECLARANT'S RIGHTS-EXPIRATION**

The Declarant reserves the right to annex additional property into the development governed by this Declaration. The property to be annexed is to be platted as Phase Three built and constructed by Habitat. Phase Three will be platted in three separate filings of 8 units each. Each filing of Phase Three will change the Owner's percentage interest in the General Common Elements as set forth on Exhibit A and each filing will add additional General Common Elements into the development. The Declarant's reserved rights shall terminate at the conveyance of the last unit from the Declarant to a person or entity not affiliated with the Declarant.

### **ARTICLE XVI. MISCELLANEOUS**

**Section 16.1 Compliance with Provisions of Governing Documents.** Each Owner shall comply with the provisions of the Governing Documents as the same may be lawfully amended from time to time. The Board reserves the right to fine Owners for non-compliance with

the Governing Documents, which fine shall be a Specific Assessment against that Owner's Unit as provided herein. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner. The prevailing party shall be entitled to an award of costs and attorney fees.

**Section 16.2 Registration of Contact Information.** Each Owner shall register his mailing and e-mail addresses and facsimile number with the Association and all notices or demands intended to be served upon any Owner shall be sent in the discretion of the Association by mail, postage prepaid, or by e-mail or by facsimile addressed in the name of the Owner at such registered mailing or e-mail addresses or facsimile number, unless the Owner requests, in writing, notification in another manner. Provided, however, if an Owner elects to receive notices by any form other than mail, email or facsimile, the Association shall not be liable for the Owner's receipt thereof. Each Owner is responsible for notifying the Association of a change in such Owner's contact information. All notices or demands intended to be served upon the Association shall be given by mail, postage prepaid, to the address of the Association as designated by the Board of Directors, unless the Association permits notification in another manner. All notices or demands to be served on Mortgagees pursuant thereto shall be sent by mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section or when such notice is sent by e-mail or facsimile to the address or number provided by the Owner.

**Section 16.3 Owner's Obligations Continue.** All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased or rented such Owner's interest as provided herein, but the Owner of a Unit shall have no obligation for expenses or other obligations accruing after such Owner sells, conveys or otherwise transfers his entire interest in such Unit.

**Section 16.4 Warranties.** There is no express or implied warranty enforceable by an Owner or the Association against Declarant other than any claims for violation of applicable Teton County Uniform Building Code requirements that were not otherwise inspected, varied or waived by the applicable inspection authority.

**Section 16.5 Number and Gender.** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

**Section 16.6 Statute.** The provisions of this Declaration shall be in addition and supplemental to the Act and to all other provisions of law.

**Section 16.7 Mortgagee Notice.** If Mortgagee fails to respond to any written request for approval or consent within sixty (60) days after such Mortgagee receives such request, such Mortgagee shall be deemed to have approved or consented to the action noted therein, so long as

such request for approval or consent was delivered by certified or registered mail, with a "return receipt" requested.

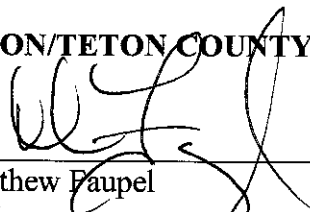
**Section 16.8 First Mortgagee Rights Confirmed.** Notwithstanding anything herein to the contrary, no provision herein shall give to an Owner, or any other party, priority over any rights of a first Mortgagee of a Unit pursuant to its mortgage in the case of payment to the Owner of insurance proceeds or condemnation awards for losses to or a taking of a Unit and/or the Common Elements.

**Section 16.9 Unpaid Dues.** Any first Mortgagee who obtains title to a Unit pursuant to other remedies in a mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title the Unit by the Mortgagee. If the Association's lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

**Section 16.10 Rights of Condo Mortgagees and Guarantors.** Any and all Mortgagees shall have the right request to the Association to timely written notice of: (i) any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage; (ii) any 60-day delinquency in the payment of assessments or charges owed by an Owner of a Unit on which it holds the Mortgage; (iii) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of Mortgagees.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

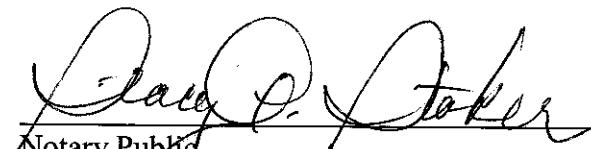
**JACKSON/TETON COUNTY HOUSING AUTHORITY:**

  
By: Matthew Faupel  
Its: Chairman

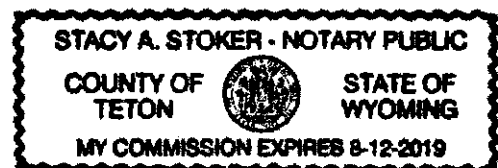
STATE OF WYOMING                    )  
                                                  ) ss.  
COUNTY OF TETON                    )

On the 8th day of October, 2018, the foregoing instrument was acknowledged before me by Matthew Faupel, as the Chairman of the Jackson/Teton County Housing Authority.

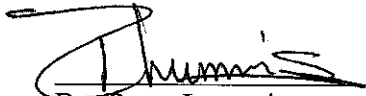
Witness my hand and official seal.

  
Notary Public

(Seal)



**Habitat for Humanity of the Greater Teton Area, Inc.:**



By: Patty Lummis

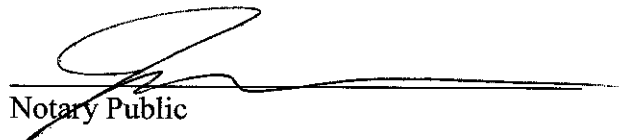
Its: President

STATE OF WYOMING                    )  
                                                  ) ss.  
COUNTY OF TETON                    )

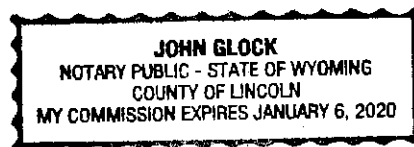
On the 8th day of OCT, 2018, the foregoing instrument was acknowledged before me by Patty Lummis, as the President of Habitat for Humanity of the Greater Teton Area, Inc.

Witness my hand and official seal.

(Seal)



Notary Public



Grove Phase 3 First Filing  
Exhibit A  
to  
Condominium Declaration for the Grove  
Condominiums

General Common Elements Ownership

| Unit | Ownership Percentage of Common Elements |
|------|-----------------------------------------|
| 101  | 1/32                                    |
| 102  | 1/32                                    |
| 103  | 1/32                                    |
| 104  | 1/32                                    |
| 201  | 1/32                                    |
| 202  | 1/32                                    |
| 203  | 1/32                                    |
| 204  | 1/32                                    |
| 301  | 1/32                                    |
| 302  | 1/32                                    |
| 303  | 1/32                                    |
| 304  | 1/32                                    |
| 401  | 1/32                                    |
| 402  | 1/32                                    |
| 403  | 1/32                                    |
| 404  | 1/32                                    |
| 501  | 1/32                                    |
| 502  | 1/32                                    |
| 503  | 1/32                                    |
| 504  | 1/32                                    |
| 601  | 1/32                                    |
| 602  | 1/32                                    |
| 603  | 1/32                                    |
| 604  | 1/32                                    |
| 701  | 1/32                                    |
| 702  | 1/32                                    |
| 703  | 1/32                                    |
| 704  | 1/32                                    |
| 801  | 1/32                                    |
| 802  | 1/32                                    |
| 803  | 1/32                                    |
| 804  | 1/32                                    |

Grove Phase 3 Second Filing  
Exhibit A  
to  
Condominium Declaration for the Grove  
Condominiums

General Common Elements Ownership

| Unit | Ownership Percentage of Common Elements |
|------|-----------------------------------------|
| 101  | 1/40                                    |
| 102  | 1/40                                    |
| 103  | 1/40                                    |
| 104  | 1/40                                    |
| 201  | 1/40                                    |
| 202  | 1/40                                    |
| 203  | 1/40                                    |
| 204  | 1/40                                    |
| 301  | 1/40                                    |
| 302  | 1/40                                    |
| 303  | 1/40                                    |
| 304  | 1/40                                    |
| 401  | 1/40                                    |
| 402  | 1/40                                    |
| 403  | 1/40                                    |
| 404  | 1/40                                    |
| 501  | 1/40                                    |
| 502  | 1/40                                    |
| 503  | 1/40                                    |
| 504  | 1/40                                    |
| 601  | 1/40                                    |
| 602  | 1/40                                    |
| 603  | 1/40                                    |
| 604  | 1/40                                    |
| 701  | 1/40                                    |
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| 704  | 1/40                                    |
| 801  | 1/40                                    |
| 802  | 1/40                                    |
| 803  | 1/40                                    |
| 804  | 1/40                                    |
| 901  | 1/40                                    |
| 902  | 1/40                                    |
| 903  | 1/40                                    |
| 904  | 1/40                                    |
| 1001 | 1/40                                    |
| 1002 | 1/40                                    |
| 1003 | 1/40                                    |
| 1004 | 1/40                                    |

Grove Phase 3 Third Filing  
Exhibit A  
to  
Condominium Declaration for the Grove  
Condominiums

General Common Elements Ownership

| Unit | Ownership Percentage of Common Elements |
|------|-----------------------------------------|
| 101  | 1/48                                    |
| 102  | 1/48                                    |
| 103  | 1/48                                    |
| 104  | 1/48                                    |
| 201  | 1/48                                    |
| 202  | 1/48                                    |
| 203  | 1/48                                    |
| 204  | 1/48                                    |
| 301  | 1/48                                    |
| 302  | 1/48                                    |
| 303  | 1/48                                    |
| 304  | 1/48                                    |
| 401  | 1/48                                    |
| 402  | 1/48                                    |
| 403  | 1/48                                    |
| 404  | 1/48                                    |
| 501  | 1/48                                    |
| 502  | 1/48                                    |
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| 804  | 1/48                                    |
| 901  | 1/48                                    |
| 902  | 1/48                                    |
| 903  | 1/48                                    |
| 904  | 1/48                                    |
| 1001 | 1/48                                    |
| 1002 | 1/48                                    |
| 1003 | 1/48                                    |
| 1004 | 1/48                                    |
| 1101 | 1/48                                    |
| 1102 | 1/48                                    |
| 1103 | 1/48                                    |
| 1104 | 1/48                                    |
| 1201 | 1/48                                    |
| 1202 | 1/48                                    |
| 1203 | 1/48                                    |
| 1204 | 1/48                                    |

**Special Restrictions for Affordable Housing  
Located at The Grove Phase 3**

These Special Restrictions for Affordable Housing (the "Special Restrictions") are made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming non-profit corporation ("Declarant").

**RECITALS:**

**WHEREAS**, Declarant holds fee ownership interest in that certain real property located in the Town of Jackson, Teton County, Wyoming, and more specifically described as follows:

Unit \_\_\_\_\_ of the Grove Condominiums Phase Three First Filing Addition to The Town of Jackson (An Affordable Housing Subdivision) Identical with Adjusted Parcel B of Map T-58D Located in the NW1/4SW1/4, SEC 33, T 41N, R116W, 6<sup>th</sup> P.M., Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on \_\_\_\_\_ as Plat No. \_\_\_\_\_

PIN: \_\_\_\_\_ (the "Unit" or "Residential Unit");

**WHEREAS**, Habitat is an ecumenical Christian organization, organized exclusively for charitable purposes, including: the development and preservation of decent, affordable housing for people in the Jackson area that is controlled by the residents on a long-term basis; the promotion of neighborhood stability and the creation of a more equitable and stable system of property and housing opportunities in Jackson; and the creation of affordable home ownership opportunities for people who otherwise would be denied such opportunities because of limited financial resources;

**WHEREAS**, Habitat desires to voluntarily deed restrict the Unit to purchase by a household qualified by the Declarant's Homeowner Selection criteria making less than 80% of the Area Median Income ("AMI") published annually by the United States Department of Housing and Development;

**WHEREAS**, in furtherance of the Declarant's and the Town of Jackson's goal of providing affordable housing to qualified Teton County residents who will occupy the housing as their primary residence, and as a condition of the Final Development Plan Approval for the Grove Phase 3 (P13-063 and P13-064) (the "FDP Approval"), Declarant agreed to build 24 Category 1 housing units (collectively the "Grove Phase 3 Units");

**WHEREAS**, Declarant desires that the Unit be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which shall be in addition to all other covenants, conditions or restrictions of record affecting the Unit, and shall be enforceable by Declarant and/or by the Jackson/Teton County Affordable Housing Department (the "Housing Department").

**RESTRICTIONS:**

**NOW, THEREFORE**, in satisfaction of the conditions in and consideration of the FDP Approval and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, Declarant hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Residential Unit shall be owned, used, occupied, developed,

transferred and conveyed subject to the following Special Restrictions in perpetuity unless terminated as set forth herein.

**SECTION 1. QUALIFIED HOUSEHOLD.** Only Qualified Households may own and occupy a Residential Unit under this Special Restriction. A “Qualified Household” with respect to this Special Deed Restriction means a household that meets the income, asset and all other qualifications required by Declarant at the time of the closing of the purchase of the Residential Unit, as determined by the Declarant’s Homeowner Selection criteria, where the household earn less than 80% of AMI and where one member is employed at a local business or non-profit located in Teton County at least 30 hours per week or 1560 per calendar year, or self-employed for those same hourly requirements, and who agree by acceptance of a deed and pursuant to these Special Restrictions to occupy the Residential Unit as their primary residence, not to purchase the Residential Unit for speculation or engage in any unpermitted business activity in or at the Residential Unit, or to rent the Residential Unit or part of the Residential Unit, and to otherwise comply with the terms and conditions of these Special Restrictions

**SECTION 2. PURCHASE BY QUALIFIED HOUSEHOLD ONLY.**

- A. Qualified Household. The purchase of the Residential Unit shall be limited to natural persons who meet the definition of a "Qualified Household" as set forth above. Notwithstanding the foregoing, Declarant may also purchase or own the Residential Unit as set forth herein.
- B. Determination of Qualified Household. Declarant, through its Homeowner Selection criteria, shall determine whether a prospective purchaser is a Qualified Household and therefore eligible to purchase the Residential Unit. Such determination shall be based upon written applications, representations, information and verification as are deemed by Declarant to be necessary to establish and substantiate eligibility.
- C. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, or other party shall have the right to sue or bring other legal process against Declarant, or any person affiliated with Declarant arising out of these Special Restrictions, and Declarant shall not have any liability to any person aggrieved by the decision of Declarant regarding qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

**SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF THE RESIDENTIAL UNIT.**

Occupancy, improvement and use of the Residential Unit shall be restricted as follows:

- A. Occupancy. The Residential Unit may only be occupied by a Qualified Household and shall be such Qualified Household’s sole and exclusive primary residence. Each owner of the Residential Unit shall physically reside therein on a fulltime basis, at least ten months out of each calendar year. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Unit.
- B. Business Activity. No business activities shall occur at the Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning, (ii) permitted by any declaration(s) of covenants, conditions and restrictions covering the Unit as the same may be amended, restated, or supplemented from time to time (the “Declaration”); and (iii) not prohibited by any law, statute, code, rule, ordinance, covenant, or regulation (“Laws”) affecting the Residential Unit.

- C. Guests. No guests shall be permitted to occupy the Residential Unit for periods in excess of 30 cumulative days per calendar year.
- D. Renting. Neither the Residential Unit, nor any part of thereof, including without limitation, the carport, any portion of any structure, or any room within any structure, may be rented or otherwise occupied by persons other than the members of the Qualified Household.
- E. Maintenance. The Owner shall take good care of the Residential Unit and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, the Owner shall repair, replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- F. Capital Improvements. The Owner may only undertake capital improvements to the Residential Unit in accordance with the following:
1. The Owner shall request the written approval of Declarant for all proposed capital improvements (including demolishing, removing, replacing, altering, re-locating, re-construction or adding to existing improvements in whole or in part) to the Residential Unit) prior to commencing construction. Declarant's approval or disapproval shall be made in a timely manner in Declarant's sole discretion. In order to qualify as permitted Capital Improvements, the Owner must have prior written approval from Declarant and furnish Declarant with the following information:
    - a) Copies of any building permit or certificate of occupancy required to be issued by any governing body with respect to capital improvements; and
    - b) Copies of approval by the Homeowner's association, if necessary to make the improvements.
  2. All costs for capital improvements shall be paid for by the Owner.
  3. All construction of capital improvements shall be performed in compliance with all applicable Laws.
- Capital improvements are for the enjoyment of the Owner and will not be considered in the valuation of the Unit for resale purposes other than at Declarant's sole discretion under Section 6.B.
- G. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time.
- H. Insurance. The Owner shall, keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowners association insurance), for the full replacement value of the Residential Unit.
- I. Periodic Reporting Inspection. In order to confirm compliance with these Special Restrictions or other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of the Residential Unit, each Owner shall comply with any reporting or inspection requirements as may be requested by Declarant from time to time.

**SECTION 4. RESALE AND TRANSFER LIMITATIONS.** The Residential Unit may only be sold or otherwise transferred to Declarant except upon an Owner's death as set forth below:

- A. Death. In the event of the death of an Owner, Declarant may consent to the transfer of the Residential Unit to an heir or devisee of such deceased Owner, even if the heir or devisee may not otherwise qualify as a Qualified Household.
- B. Nonqualified Transferee. If title to the Residential Unit vests in a transferee who has not been qualified as Qualified Household by Declarant (a "Nonqualified Transferee"), the following shall apply:
  - 1. Declarant shall provide the Nonqualified Transferee 6 months within which to qualify as a Qualified Household, or if such Nonqualified Transferee does not so qualify, Declarant shall exercise its Buyout hereunder.
  - 2. If the Nonqualified Transferee does not qualify as a Qualified Household within such time period, he or she shall cooperate with Declarant to effect the sale, conveyance or transfer of the Residential Unit to Declarant and shall execute all documents necessary to effectuate such sale, conveyance or transfer;
  - 3. Notwithstanding the foregoing, a Nonqualified Transferee shall otherwise comply with these Special Restrictions and all other laws, statutes, codes, ordinances, rules, regulations, or covenants, governing the ownership, use, occupancy, development, transfer or conveyance of the Residential Unit.

**SECTION 5. DECLARANT'S RIGHT TO PURCHASE.** An Owner desiring to sell the Residential Unit shall give written notice to Declarant of such desire (the "Notice to Sell"). Declarant shall have 120 days from receipt of the Notice to Sell to repurchase the Unit (the "Buyout"). The purchase price for the Residential Unit shall be calculated as provided in Section 6.

**SECTION 6. SALE PRICE.** To further the Declarant's and the Town of Jackson's goal of providing affordable housing, the Residential Unit must be sold for a Sale Price calculated as follows:

- A. Sale Price. The "Sale Price" shall be (a) the purchase price paid by the Owner, minus (b) the outstanding balance owed to Declarant, or its assignee, under any mortgage encumbering the Unit, minus (c) any other amounts paid by Declarant to satisfy any liens or encumbrances on the Unit, minus (d) any amounts expended by Declarant under the terms and conditions of these Special Restrictions.
- B. Adjustments for Permitted Capital Improvement. Declarant shall not be required to adjust the Sale Price or to otherwise reimburse the Owner for any substantial structural or permanent, fixed improvement made to the Unit by the Owner. Declarant may, in its sole discretion, reimburse the Owner for all or a portion of the costs of such depreciated improvements, provided that the specifics of the improvements have been disclosed to and approved, in writing ("Permitted Capital Improvements"), by Declarant prior to their installation, and that they have been completed in compliance with the terms of that approval. The adjustment to the "Sale Price" for Permitted Capital Improvements will be equal to or less than the documented reasonable cost of the improvements subject to depreciation. No price adjustment will be made except upon

presentation to Declarant of written documentation of all expenditures made by the Owner for which an adjustment is requested.

- C. Escrow for Deferred Maintenance. The Sale Price shall also be decreased for any deferred maintenance cost deemed necessary by the Declarant. Upon receipt of the Notice to Sell, Declarant shall be entitled to inspect the Unit. If the Declarant determines there are deficiencies, it shall provide notice of the same to the Owner who shall have 60 days to cure the deficiencies in a manner acceptable to Declarant. Should the Owner fail to cure prior to the close of escrow, Declarant may elect to close subject to Owner escrowing funds with the closing agent sufficient for Declarant to cure the deficiencies at Owner's expense. Declarant shall cure the deficiencies and provide escrow agent with an invoice for costs expended. Escrow agent shall release an amount equal to the invoice with no further authorization or consents required. Any remaining funds in escrow shall be released to the Owner and thereupon, no other payment shall be due to the Owner.

**SECTION 7. DEFAULT.** The following shall be considered a default ("Default"):

- A. A violation of any term of these Special Restrictions and failure to cure such violation within fifteen (15) days after notice thereof from Declarant or the Town of Jackson to Owner.
- B. A violation of any Laws affecting the Residential Unit.
- C. Failure to pay or default of any other obligations due or to be performed with respect to the Residential Unit which failure to pay or default, could result in a lien against the Residential Unit, including without limitation, homeowner association dues, property taxes, mechanics or materialmen liens, and payments required by a promissory note or mortgage purporting (other than a Qualified Mortgage as set forth below) to affect the Residential Unit. In the event a lien is filed against the Residential Unit and Owner furnishes adequate security to a court of competent jurisdiction within 20 days of the filing of such lien, this shall not be deemed a default. An Owner shall notify the Declarant in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five calendar days of the Owner's receipt of said notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if the Owner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or the Owner's other property, or if the Owner files a petition under any provision of the Bankruptcy Act of the United States now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts; or
- E. Fraud or misrepresentation by an Owner in its application to Declarant whereby Declarant determines, in its sole and absolute discretion, that the Owner of the Residential Unit was not a Qualified Household.

**SECTION 8. DEFAULT REMEDIES.** In addition to any other remedies Declarant may have at law or equity, in the event of a Default, Declarant's remedies shall include the following:

A. Buyout.

1. Declarant shall have the right to purchase the Residential Unit as set forth in Section 5 for a purchase price equal to the Sale Price as set forth in Section 6.
2. Upon Declarant's purchase of the Residential Unit, unless otherwise required by Law, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgages;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the payment of any penalties assessed against the Owner by the Declarant;

SIXTH, to the repayment to Declarant of any monies advanced by Declarant in connection with a mortgage or other debt with respect to the Residential Unit, or any other payment made by Declarant on Owner's behalf;

SEVENTH, to any repairs needed for the Residential Unit; and

EIGHTH, any remaining proceeds shall be paid to the Owner.

If there are insufficient proceeds to satisfy the foregoing, the Owner shall remain personally liable for such deficiency.

- B. Appointment of Declarant as Owner's Attorney-in-Fact. In the event Declarant exercises the Buyout under this Special Restriction, the Owner hereby irrevocably appoints Declarant as such Owner's attorney-in-fact to effect any such transfer on the Owner's behalf and to execute all deeds of conveyance or other instruments necessary to fully effect such transfer.
- C. Equitable Relief. Declarant is entitled to enforce these Special Restrictions by specific performance, temporary restraining order, preliminary injunction and permanent injunction. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as Declarant may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

**SECTION 9. QUALIFIED MORTGAGE.**

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber the Residential Unit. A "Qualified Mortgage" is a mortgage that:
1. the principal amount of such mortgage at purchase does not exceed 100% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed 100% of the current Sale Price as the same is determined by Declarant at the time or times any such mortgage purports to encumber the Residential Unit; and
  2. runs in favor of a "Qualified Mortgagee", defined as:

- 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 may 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.
- B. Any mortgage, lien, or other encumbrance executed or recorded against the Residential Unit that is not a Qualified Mortgage shall:
1. Be deemed unsecured; and
  2. Only be personal obligation of an Owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.
- Additionally, the execution or recordation of such mortgage, lien, or other encumbrance shall be deemed a default hereunder and Declarant may exercise all of its remedies hereunder or otherwise, including without limitation its right to purchase.
- C. In the event an Owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, or fails to timely make any other payment required in connection with the Residential Unit, including without limitation, homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, or declares bankruptcy, Declarant shall have in addition to any other remedies the right to:
1. Cure such default and assume the payments and other obligations of the Owner. In such event, the Owner shall be in default of these Special Restrictions, and Declarant may exercise any and all of its remedies hereunder or otherwise, including without limitations the Buyout. In addition to such remedies, the Owner shall also be liable to Declarant for any amounts or advances.
  2. Acquire the loan from the lender by paying the balance due together with reasonable accrued interest costs, and Declarant shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents, or take such other action as Declarant shall determine.
  3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF THE RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING.

**SECTION 10. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.**

- A. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to the Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgage, as follows:
1. The Qualified Mortgagee provided Declarant copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an Owner.
  2. Declarant has not exercised its Buyout or other rights to purchase as provided herein.
  3. Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's deed (or other transfer document as approved by Declarant in its sole and absolute discretion) conveying title to a purchaser, who is not (i) the Owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to the Owner of any member of the Qualified Household, or (iv) Declarant.
  4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to Declarant all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to the Owner of the foreclosed Residential Unit.
  5. Notwithstanding the notice requirements to Declarant in this section, if a Qualified Mortgagee has failed to provide Declarant copies of all notices related to the foreclosure contemporaneously with its service on an Owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide Declarant, with notice of its intent to foreclose ("Mortgagee Notice to Declarant"). The Mortgagee Notice to Declarant shall include all information relevant to the Owner's default and the actions necessary to cure such default. Declarant shall have forty-five (45) days from the date of the Mortgage Notice to Declarant to exercise its Default rights hereunder. If Declarant fails to exercise its right within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit.

Nothing herein shall limit or restrict an Owner's right of statutory redemption, in which event, if an Owner redeems, these Special Restrictions shall remain in full force and effect.

- B. Amendment. These Special Restrictions may be amended, in whole or in part, as follows:
1. The Owner, Declarant and Housing Department may modify these Special Restrictions by a signed written amendment executed by all parties and recorded in the Teton County Clerk's Office against title to the Residential Unit. Notwithstanding the foregoing, however, the parties shall not unreasonably withhold consent to amending this Special Restriction to address such matters as scrivener's errors, legal descriptions or typographical errors.

**SECTION 11. SPECIAL RESTRICTIONS AS COVENANT.** These Special Restrictions shall run with the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or

interest in the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by Declarant and the Town of Jackson. Notwithstanding anything to the contrary herein, these Special Restriction may only be removed with the consent of the Declarant, the Town of Jackson.

**SECTION 12. NOTICES.** Any notice, consent or approval which is required to be given hereunder to an Owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt, properly addressed and with postage fully prepaid to the Owner's mailing address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to Declarant shall be given by mailing the same, certified mail, return receipt requested, with the postage fully prepaid to Declarant at, PO Box 4194, Jackson, WY 83001 and shall also be sent by email to the address on file with the other party. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the Owner or Declarant, respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of the mailing, notice shall be deemed given 5 days after deposit in the U.S. Mail.

**SECTION 13. ATTORNEY'S FEES.** In the event any party shall be required to retain counsel and file suit for enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

**SECTION 14. CHOICE OF LAW, FORUM.** These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter.

**SECTION 15. SEVERABILITY.** Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any term or provision shall be invalid or prohibited under applicable law, such term or provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or is such modification is not possible, such term or provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining terms and provisions.

**SECTION 16. SECTION HEADINGS.** Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit, or aid in the construction or any terms or provisions contained herein.

**SECTION 17. WAIVER.** No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

**SECTION 18. INDEMNIFICATION.** Each Owner shall indemnify, defend, and hold Declarant and its directors, officers, agents and employees harmless against all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an Owner's breach of any provision of these Special Restrictions. Each Owner waives all such claims against Declarant.

**SECTION 19. SUCCESSORS AND ASSIGNS.** These Special Restrictions shall be binding upon, and inure to the benefit of, the Declarant, each Owner, and their respective successors, heirs, devisees, administrators and assigns.

**SECTION 20. DISSOLUTION OF HABITAT.** In the event Habitat ceases to exist or is otherwise dissolved, either voluntarily or involuntarily, all rights and obligations of Habitat in this Special Restriction shall be assigned to the Housing Department or its successor in interest. In such event, the Housing Department shall, upon the next conveyance, have the sole and unilateral right to terminate this Special Restriction and record a new Special Restriction identical in form and substance to the last recorded special restriction recorded in Teton County for affordable housing units for the those households earning 80% or lower of the median family income for Teton County Wyoming.

**SECTION 21. ENFORCEMENT BY JACKSON/TETON COUNTY HOUSING DEPARTMENT.** In the event the Declarant fails to enforce any term or condition of this Special Restriction, the Housing Department, or its successor in interest, shall be entitled, to do so as if it were the Declarant with no further authority required.

**IN WITNESS WHEREOF**, the Declarant has executed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**DECLARANT:**

Habitat for Humanity of the Greater Teton Area, Inc.:

Carol J. Linton, Board President

STATE OF WYOMING )  
 )ss.  
COUNTY OF TETON )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing instrument was acknowledged before me by Carol J. Linton, as Board President of Habitat for Humanity of the Greater Teton Area, Inc.

Witness my hand and official seal.

(Seal)

Notary Public

**TOWN OF JACKSON:**

Peter Muldoon, Mayor

**ATTEST**

Roxanne Robinson DeVries, Assistant Town Clerk

**JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT**

(Acknowledgement as to form)

Stacy A. Stoker, Housing Manager

STATE OF WYOMING )  
 )ss.  
COUNTY OF TETON )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson/Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public

**TOWN OF JACKSON**  
**LAND DEVELOPMENT REGULATIONS**  
**DIVISION 7.5.2 - PARK EXACTIONS**  
**DATE: \_\_\_\_\_**

**CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660**

1. PROJECT NAME: \_\_\_\_\_
2. LOCATION: \_\_\_\_\_
3. PROJECT NUMBER: \_\_\_\_\_

4. CALCULATE PROPOSED PROJECT POPULATION:

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

5. CALCULATE REQUIRED PARK ACREAGE:

|                               |   |                                  |   |                         |
|-------------------------------|---|----------------------------------|---|-------------------------|
| TOTAL PROJECTED<br>POPULATION | X | <u>9 ACRES</u><br>1000 RESIDENTS | = | _____ REQUIRED<br>ACRES |
|-------------------------------|---|----------------------------------|---|-------------------------|

6. CALCULATE CASH-IN-LIEU:

|                      |   |                              |   |                           |
|----------------------|---|------------------------------|---|---------------------------|
| _____ REQUIRED ACRES | X | \$100,000<br>(VALUE OF LAND) | = | \$ _____ CASH-<br>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:\_\_\_\_\_**

**CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770**

1. PROJECT NAME: \_\_\_\_\_
2. LOCATION: \_\_\_\_\_
3. PROJECT NUMBER: \_\_\_\_\_

4. CALCULATE REQUIRED DEDICATION OF LAND:

| LAND DEDICATION REQUIREMENT                | X | # OF UNITS | = | LAND DEDICATION |
|--------------------------------------------|---|------------|---|-----------------|
| .020 ACRES PER UNIT<br>SINGLE & TWO-FAMILY |   | _____      |   | _____           |
| .015 ACRES PER UNIT<br>MULTI-FAMILY        |   | _____      |   | _____           |

5. CALCULATE CASH IN-LIEU:

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

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

CERTIFICATE OF SURVEYOR

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

I, Todd Cedarholm, a Wyoming Professional Land Surveyor, do hereby certify that this plat was made from notes taken during a field survey performed by me and others under my supervision from May, 2017, through October, 2018, and from records available in the Office of the Clerk of Teton County, Wyoming;

That the plat correctly represents THE GROVE CONDOMINIUMS PHASE THREE SECOND FILING ADDITION TO THE TOWN OF JACKSON, a condominium subdivision of that "Adjusted Parcel B" of record in Book 787 of Photo, Pages 739–740, and as shown on that Map No. T–58D, located in the NW1/4SW1/4 of Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming, further described as follows:

BEGINNING at the northwest corner of said Adjusted Parcel B where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447", said point bears S 88°57'06"E, 415.69 feet from the Quarter Corner common to said Section 33 and Section 32, T41N, R116W, 6th P.M.;

THENCE along the northerly line of said Adjusted Parcel B, S 88°57'06" E, 145.12 feet to the northeast corner of said Adjusted Parcel B where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 5368";

THENCE along the easterly line of said Adjusted Parcel B, S 00°15'18": W, 599.77 feet to the southeast corner of said Adjusted Parcel B where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 8469";

THENCE along the southerly line of said Adjusted Parcel B, N 88°55'33" W, 145.30 feet to the southwest corner of said Adjusted Parcel B where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 8469";

THENCE following the westerly boundary of said Adjusted Parcel B through the following courses, N 00°16'26" E, 199.75 feet to a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 3831";

S 89°20'44" E, 28.21 feet to a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447";

N 01°01'44" E, the basis of bearing for this description, 199.94 feet to a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447";

N 88°58'55" W, 30.82 feet to a 5/8 inch diameter steel rebar;  
N 00°15'42" E, 199.81 feet to the POINT OF BEGINNING;

Said parcel ENCOMPASSES an area of 1.86 acres, more or less;

That The Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson is an affordable housing subdivision;

That, to the best of my belief and knowledge, the dimensions of the boundary, General Common Elements, Limited Common Elements, and individual Airspace Units of The Grove Condominiums Phase Three Second Filing Addition to the Town of Jackson are correctly shown on this plat, and are derived from data collected during field surveys performed by On Sight Land Surveyors, Inc. under my direction from April–December, 2018, and from architectural plans prepared by Workshop Collaborative of Jackson, Wyoming;

That there are no surface water rights appurtenant to the foregoing subdivision;

TOGETHER WITH and SUBJECT TO Covenants, Conditions and Restrictions and any easements, rights-of-way or encumbrances of sight and/or record, including, but not limited to those shown hereon.

Todd Cedarholm  
Wyoming Professional Land Surveyor No. 6447

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Todd Cedarholm on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
Witness my hand and official seal.

Notary Public My commission expires:

CERTIFICATE OF ENGINEER

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

I, Aaron F. Japel, of Jackson, Wyoming, do hereby certify that I am a licensed Wyoming Engineer, and hereby certify that the extensions of the water distribution system and sewage collection systems of the Town of Jackson designed to serve the foregoing subdivision meet all applicable Federal, State and Town of Jackson requirements and standards, and that said systems will be adequate and safe, providing that said systems are constructed as designed and operated and maintained correctly.

Aaron F. Japel  
Wyoming Professional Engineer No. 10240  
ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Aaron F. Japel on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
Witness my hand and official seal.

Notary Public My commission expires:

CERTIFICATE OF OWNER

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

The undersigned, acting for and on behalf of the Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to Wyoming Statute 15–10–116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15–10–116, as amended, owner and proprietor of Adjusted Parcel B, a parcel of record in the Office of the Clerk of Teton County, Wyoming, depicted on that Map of Survey No. T–58D entitled MINOR BOUNDARY ADJUSTMENT BETWEEN PROPERTIES OF TETON COUNTY HOUSING AUTHORITY, does hereby certify:

that the lands contained within said Adjusted Parcel B, more particularly described in the Certificate of Surveyor on this plat, are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said undersigned owner;

that the name of the foregoing subdivision shall be THE GROVE CONDOMINIUMS PHASE THREE SECOND FILING ADDITION TO THE TOWN OF JACKSON;

that the foregoing subdivision is in accordance with the Master Plan and Final Development Plan approvals as more specifically detailed in the Certificate of Approval on this plat and is subject to the terms and conditions thereof;

that the foregoing subdivision is SUBJECT TO the following of record in said Office:

all matters as delineated on the Final Plat of The Grove Condominiums Phase Two Addition to the Town of Jackson, Plat No. 1359;

all matters as delineated on the Final Plat of The Grove Condominiums Phase Three First Filing Addition to the Town of Jackson, Plat No. 1394;

that easement for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc. of record in Book 53 of Photo, Page 95, records of Teton County, Wyoming;

that easement for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc. of record in Book 78 of Photo, Page 504, records of Teton County, Wyoming;

that easement for telecommunications facilities, as granted to US West Communications of record in Book 276, Pages 156–157, records of Teton County, Wyoming;

that restrictive covenant in that Warranty Deed of record in Book 555 of Photo, Pages 246–247, records of Teton County, Wyoming;

that Affidavit and Agreement between the Town of Jackson, et al., Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations of record in Book 672 of Photo, Pages 751–777, records of Teton County, Wyoming;

that Memorandum of Understanding between Teton County, Wyoming, and the Town of Jackson in Regards to Funds Appropriated to Town of Jackson from Teton County for the Town of Jackson to Purchase the "Grove" of record in Book 758 of Photo, Pages 1034–1039, records of Teton County, Wyoming;

that Affidavit and Agreement between the Town of Jackson, et al., Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations of record in Book 795 of Photo, Pages 1050–1053, records of Teton County, Wyoming;

that Affidavit of Acknowledgement and Acceptance of Boundary Adjustment of record in Book 869 of Photo, Pages 746–748, records of Teton County, Wyoming;

that Development Agreement of record in Book 873 of Photo, Pages 26–34, records of Teton County, Wyoming;

that Map of Survey T–58D for Minor Boundary Adjustment Between Properties of Teton County Housing Authority, records of Teton County, Wyoming;

that Installation and Service Agreement of record in Book 912 of Photo, Pages 815–819, records of Teton County, Wyoming;

that Electric Distribution Easement to Lower Valley Energy, Inc. of record in Book 915 of Photo, Pages 478–480, records of Teton County, Wyoming;

those Declarations of Easement, Access, Utilities and Drainage of record in Book 920 of Photo, Page 602; Book 920 of Photo, Page 610; and Book 920 of Photo, Page 616, records of Teton County, Wyoming;

that Temporary Construction Easement of record in Book 944 of Photo, Pages 1115–1121, records of Teton County, Wyoming;

that the foregoing subdivision is SUBJECT TO that Condominium Declaration for The Grove of record in Book 920 of Photo, Pages 624–667, and that First Amendment to the Condominium Declaration for the Grove of record in Book 924 of Photo, Pages 671–674, records of Teton County, Wyoming;

that the foregoing subdivision is SUBJECT TO that Amended and Restated Condominium Declaration for The Grove of record as Document No. 0958072, records of Teton County, Wyoming;

that by said Amended and Restated Condominium Declaration for The Grove, the undersigned owner has granted certain easements in the foregoing subdivision to each owner of a unit within this subdivision, to The Grove Condominiums Owners Association, to all providers of utilities to the foregoing subdivision, and to the owners of units of The Grove Condominiums Phase Two; and further that by said Amended and Restated Condominium Declaration said owner has reserved certain rights related to easements within the foregoing subdivision.

JACKSON/TETON COUNTY HOUSING AUTHORITY,  
a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. 15–10–116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming, pursuant to W.S. 15–10–116, as amended

By: Matthew Faupel, Chairman  
Jackson/Teton County Housing Authority

SIGNATURE BY SEPARATE AFFIDAVIT

AND

GROVE CONDOMINIUM OWNERS ASSOCIATION

By: Rachel Wheeler, President of the Board  
Grove Condominium Owners Association

SIGNATURE BY SEPARATE AFFIDAVIT

CERTIFICATE OF APPROVAL

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

Pursuant to Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, THE GROVE CONDOMINIUMS PHASE THREE SECOND FILING ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019;  
SUBJECT TO the condition that the foregoing subdivision is in conformity with, and in compliance with, the terms and conditions of the Snow King/Scott Lane Planned Mixed–Use Development (PMD) Master Plan and Final (Major) Development Plan (P06–091) approved by the Jackson Town Council on January 15, 2007 and extended or amended in accordance with the following: that Extension to said Master Plan and Final Development Plan (P11–013) approved by said Council on April 18, 2011 and memorialized in that Affidavit and Agreement of record in the Office of the Clerk of Teton County, Wyoming in Book 795 of Photo, Pages 1050–1053; that Amendment to said Master Plan and Final Development Plan (P13–063) approved by said Council on December 16, 2013; that Planned Unit Development (PUD) and Final (Intermediate) Development Plan (P13–064) approved by said Council on December 16, 2013; that Minor Deviation to the Planned Mixed Use Development/Final (Major) Development Plan (PMD/FDP) and Planned Unit Development/Final (Intermediate) Development Plan (PUD/FDP) (P15–036) approved by the Town of Jackson Planning Director on June 5, 2015; and that Minor Deviation to the Planned Mixed Use Development/Final (Major) Development Plan (PMD/FDP) and Planned Unit Development/Final (Intermediate) Development Plan (PUD/FDP) (P15–074) approved by said Planning Director on August 18, 2015.

Attest: TOWN OF JACKSON

Sandy Birdshaw  
Town Clerk

Pete Muldoon  
Mayor

Brian Lenz  
Town Engineer

Tyler Sinclair  
Planning Director

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESS my hand and official seal.

Notary Public  
My commission Expires:

The foregoing instrument was acknowledged before me by Sandy Birdshaw, Town Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESS my hand and official seal.

Notary Public  
My commission Expires:

The foregoing instrument was acknowledged before me by Brian Lenz, Town Engineer, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESS my hand and official seal.

Notary Public  
My commission Expires:

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning Director, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESS my hand and official seal.

Notary Public  
My commission Expires:

GENERAL NOTES:

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION AND TREATMENT SYSTEMS, AND STORM DRAINAGE COLLECTION SYSTEM. HOWEVER, THE OWNERSHIP OF AND MAINTENANCE RESPONSIBILITY FOR THE WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM DRAINAGE SYSTEM FOR THIS SUBDIVISION WILL REST WITH THE GROVE CONDOMINIUMS HOMEOWNERS' ASSOCIATION AS INDICATED IN THE CONDOMINIUM DECLARATION FOR THE GROVE CONDOMINIUMS.

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM DRAINAGE COLLECTION SYSTEM

ACCORDING TO PANELS 2906D AND 2907D OF THE TETON COUNTY, WYOMING, AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) WITH EFFECTIVE DATE OF SEPTEMBER 16, 2015, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THIS SUBDIVISION LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% (500–YEAR FLOOD) ANNUAL CHANCE FLOODPLAIN.

ACCESS FROM SNOW KING AVENUE SHALL BE MAINTAINED BY THE GROVE CONDOMINIUMS HOMEOWNERS' ASSOCIATION. THE TOWN OF JACKSON IS UNDER NO OBLIGATION TO CONSTRUCT, REPAIR, OR MAINTAIN ANY ROADS WITHIN THIS SUBDIVISION.

THE BUILDINGS OF THE FOREGOING SUBDIVISION ARE PROTECTED BY APPROVED INTERIOR FIRE SPRINKLER SYSTEMS.

UNDER CURRENT TOWN OF JACKSON REGULATIONS, AND THE APPROVED FINAL DEVELOPMENT PLAN, NO FURTHER SUBDIVISION OF THE LANDS OR UNITS OF THIS SUBDIVISION IS ALLOWED.

THE UNITS IN THIS SUBDIVISION ARE PERMANENTLY DEED–RESTRICTED FOR AFFORDABLE HOUSING.

SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION.

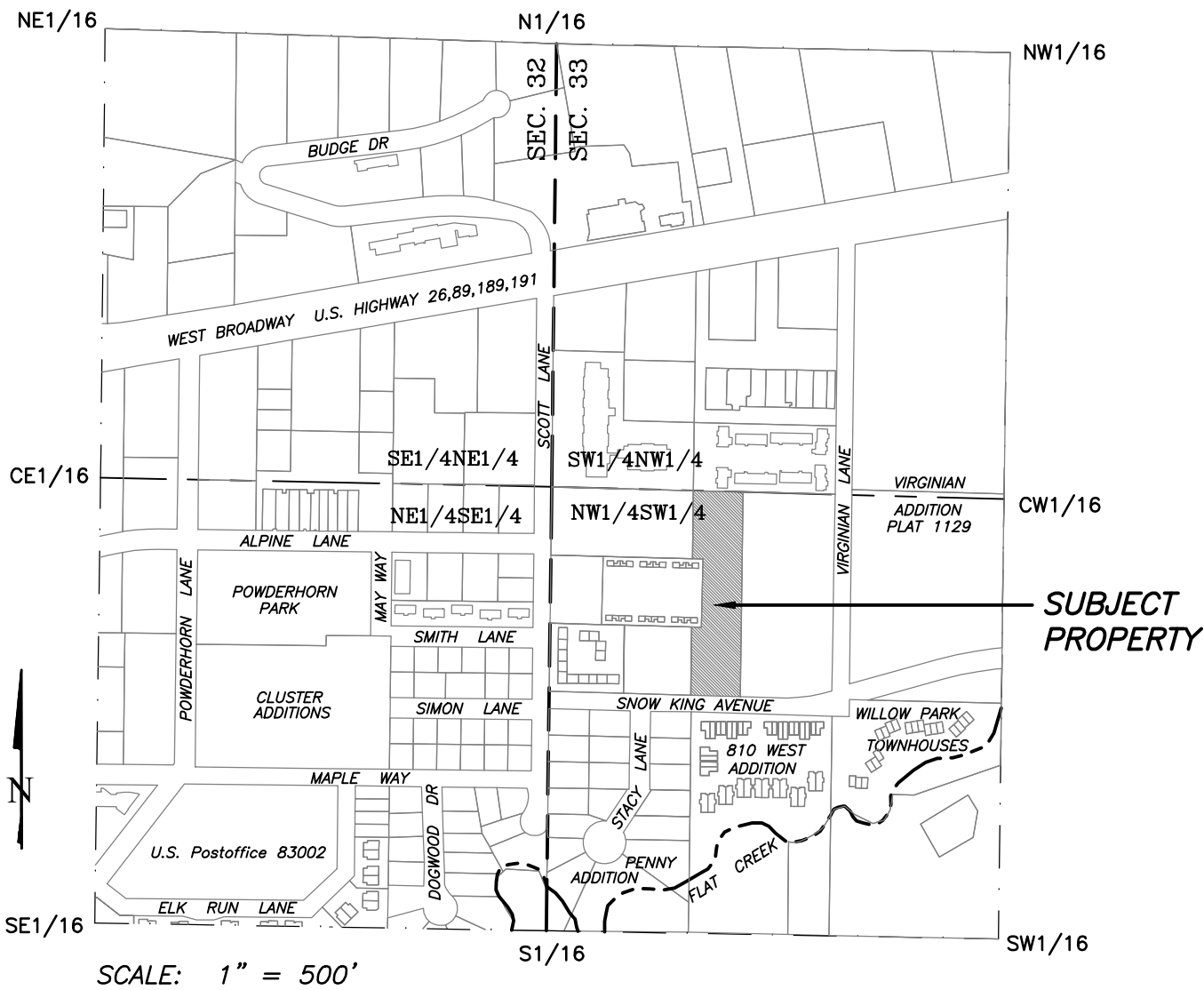
WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

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

VICINITY MAP

SHOWING PART OF

SE1/4NE1/4 & NE1/4SE1/4 SECTION 32  
SW1/4NW1/4 & NW1/4SW1/4 SECTION 33  
T41N, R116W, 6TH P.M.  
TOWN OF JACKSON  
TETON COUNTY, WYOMING



OWNER  
JACKSON/TETON COUNTY HOUSING AUTHORITY  
P.O. BOX 714  
JACKSON, WY 83001  
(307) 732–0867

APPLICANT  
HABITAT FOR HUMANITY OF THE GREATER TETON AREA  
P.O. BOX 4194  
JACKSON, WY 83001  
(307) 734–0828

SURVEYOR  
ON SIGHT LAND SURVEYORS, INC.  
P.O. BOX 12290  
JACKSON, WY 83002  
(307) 734–6131

ENGINEER  
JORGENSEN ASSOCIATES, P.C.  
P.O. BOX 9550  
JACKSON, WY 83002  
(307) 733–5150

NUMBER OF UNITS: 8 CONDOMINIUM UNITS

TOTAL PROJECT ACREAGE: 1.86 ACRES

PREPARATION DATE: NOVEMBER 20, 2019

FINAL REVISION DATE:

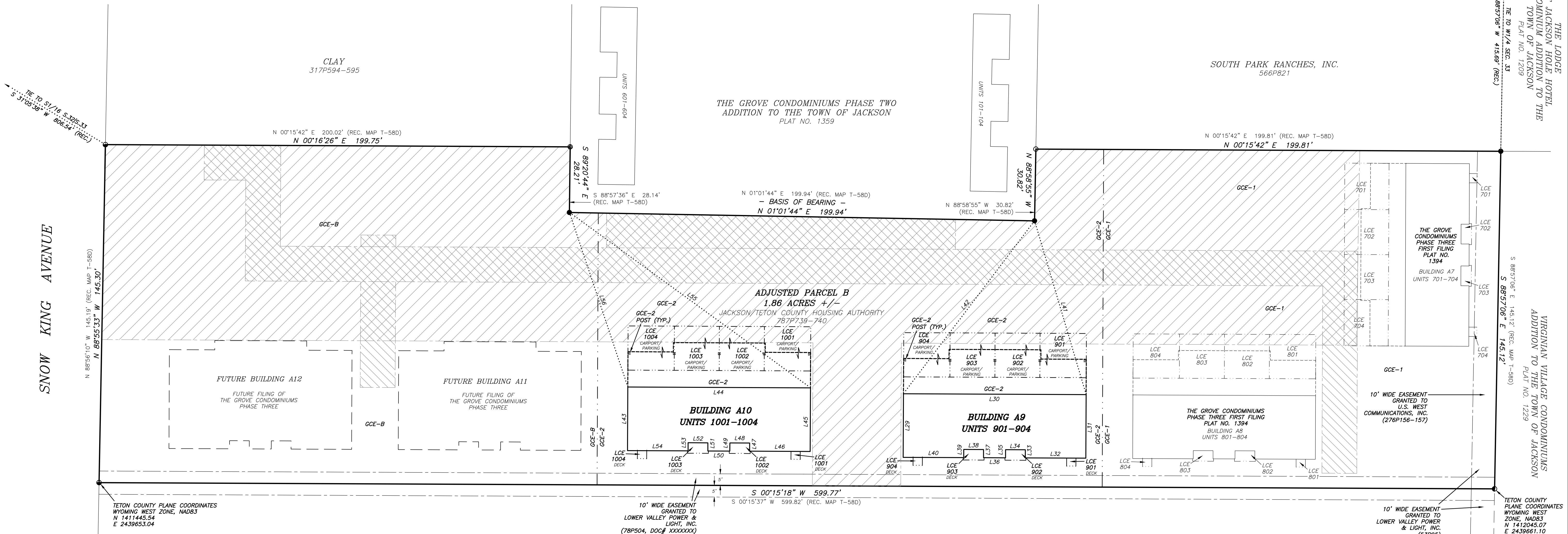
FINAL PLAT  
**THE GROVE CONDOMINIUMS PHASE THREE  
SECOND FILING  
ADDITION TO THE TOWN OF JACKSON**  
(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)

BEING IDENTICAL WITH  
**ADJUSTED PARCEL B OF MAP T–58D**  
LOCATED WITHIN  
NW1/4SW1/4 SECTION 33  
T41N, R116W, 6TH P.M.  
TOWN OF JACKSON  
TETON COUNTY, WYOMING

SHEET 1 OF 4  
CERTIFICATES



155 West Gill Ave.  
P.O. Box 12290  
Jackson, WY 83002  
(307) 734-6131



LEGEND

- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 5368" FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 3831" FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 8469" FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 6447" SET THIS SURVEY

- EXTERIOR BOUNDARY OF PROPERTY
- EXTERIOR BOUNDARY OF CONDOMINIUM BUILDING AT GROUND LEVEL
- EXTERIOR BOUNDARY OF CONDOMINIUM BUILDING SECOND LEVEL (CARPORT BELOW)
- - - FUTURE CONDOMINIUM BUILDING
- ADJACENT LOT LINE
- EASEMENT
- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- ..... TIE LINE

ADDITIONAL EASEMENTS:

- EASEMENT FOR ACCESS, UTILITIES AND DRAINAGE GRANTED BY JACKSON TETON COUNTY HOUSING AUTHORITY (920P616-622; DOC# XXXXXXXX)
- ELECTRIC DISTRIBUTION EASEMENT GRANTED TO LOWER VALLEY ENERGY BY TETON COUNTY HOUSING AUTHORITY (915P478-480; DOC# XXXXXXXX)

TETON COUNTY, WYOMING  
(TETON COUNTY LIBRARY)  
236P249-250

DESCRIPTION OF GENERAL COMMON ELEMENTS:

- GCE-1 GENERAL COMMON ELEMENTS SURROUNDING THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING
- GCE-2 GENERAL COMMON ELEMENTS SURROUNDING THE GROVE CONDOMINIUMS PHASE THREE SECOND FILING
- GCE-B INTERIM DESIGNATION FOR THE GENERAL COMMON ELEMENTS SURROUNDING FUTURE GROVE CONDOMINIUMS PHASE THREE THIRD FILING

LINE TABLE

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L29  | N 89°44'23" W | 27.33'   |
| L30  | N 00°15'37" E | 78.50'   |
| L31  | S 89°44'23" E | 27.33'   |
| L32  | S 00°15'37" W | 26.02'   |
| L33  | N 89°44'23" W | 3.50'    |
| L34  | S 00°15'37" W | 6.50'    |
| L35  | S 89°44'23" E | 3.50'    |
| L36  | S 00°15'37" W | 9.46'    |
| L37  | N 89°44'23" W | 3.50'    |
| L38  | S 00°15'37" W | 6.50'    |
| L39  | S 89°44'23" E | 3.50'    |
| L40  | S 00°15'37" W | 26.02'   |
| L41  | N 79°28'19" E | 72.85'   |
| L42  | S 52°49'53" E | 93.26'   |
| L43  | N 89°44'23" W | 27.33'   |
| L44  | N 00°15'37" E | 78.50'   |
| L45  | S 89°44'23" E | 27.33'   |
| L46  | S 00°15'37" W | 26.02'   |
| L47  | N 89°44'23" W | 3.50'    |
| L48  | S 00°15'37" W | 6.50'    |
| L49  | S 89°44'23" E | 3.50'    |
| L50  | S 00°15'37" W | 9.46'    |
| L51  | N 89°44'23" W | 3.50'    |
| L52  | S 00°15'37" W | 6.50'    |
| L53  | S 89°44'23" E | 3.50'    |
| L54  | S 00°15'37" W | 26.02'   |
| L55  | N 36°02'15" E | 128.10'  |
| L56  | N 71°30'23" E | 79.09'   |

PROJECT SUMMARY

BUILDING A9 FOOTPRINT = 2086 SQ.FT./0.048 AC  
BUILDING A10 FOOTPRINT = 2086 SQ.FT./0.048 AC  
TOTAL SUBDIVISION AREA = 1.86 ACRES

SQUARE FOOTAGE OF CONDOMINIUM UNITS:

BUILDING A9  
UNIT 901 = 1,273 SQ.FT.  
UNIT 902 = 1,275 SQ.FT.  
UNIT 903 = 1,275 SQ.FT.  
UNIT 904 = 1,273 SQ.FT.  
BUILDING A10  
UNIT 1001 = 1,273 SQ.FT.  
UNIT 1002 = 1,275 SQ.FT.  
UNIT 1003 = 1,275 SQ.FT.  
UNIT 1004 = 1,273 SQ.FT.

NOTE:

CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE DIMENSIONED ON SHEETS 3 & 4

FINAL PLAT  
THE GROVE CONDOMINIUMS PHASE THREE  
SECOND FILING  
ADDITION TO THE TOWN OF JACKSON  
(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)

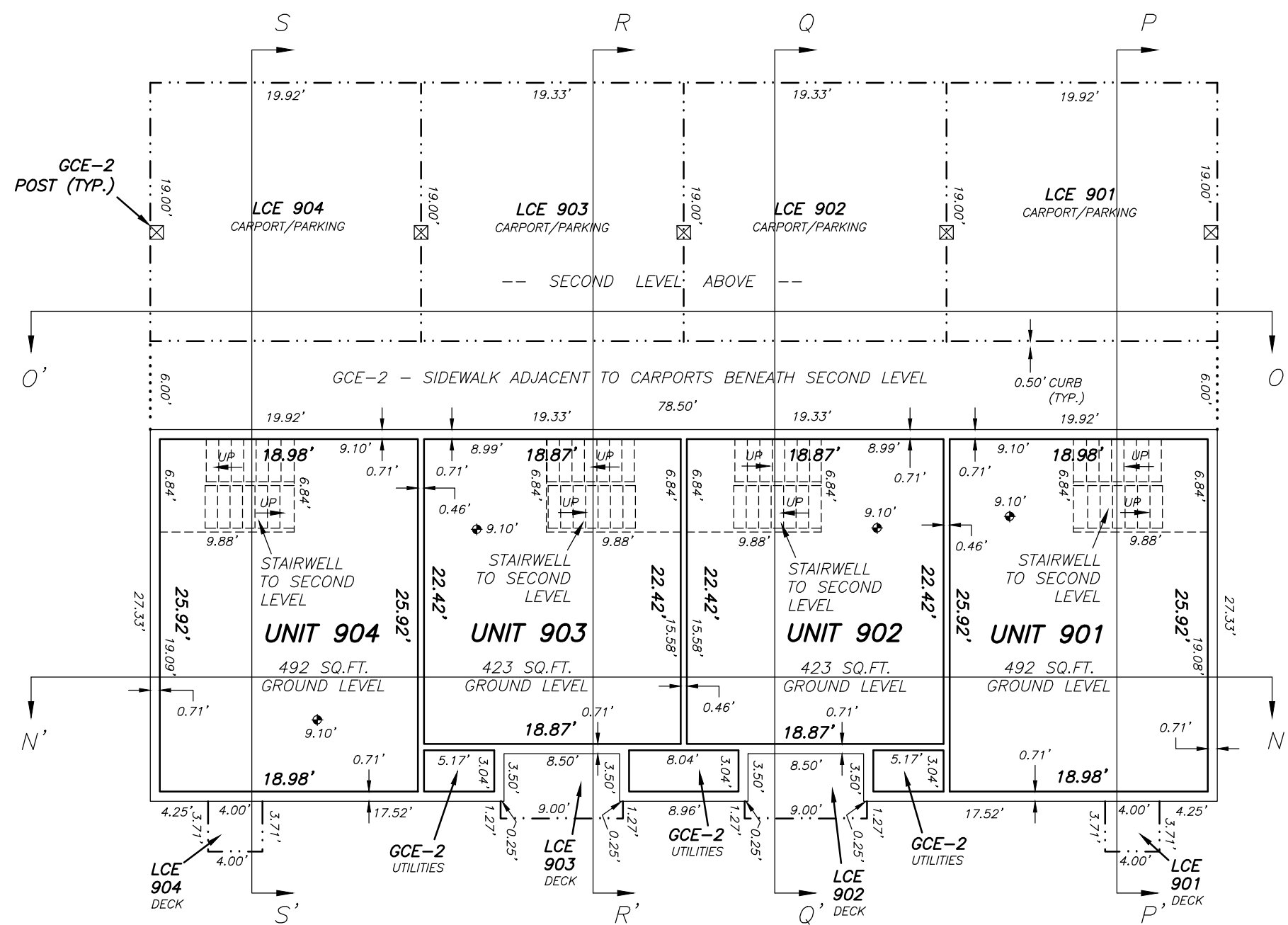
BEING IDENTICAL WITH  
ADJUSTED PARCEL B OF MAP T-58D  
LOCATED WITHIN  
NW1/4SW1/4 SECTION 33  
T41N, R116W, 6TH P.M.  
TOWN OF JACKSON  
TETON COUNTY, WYOMING

SHEET 2 OF 4  
SUBDIVISION OVERVIEW

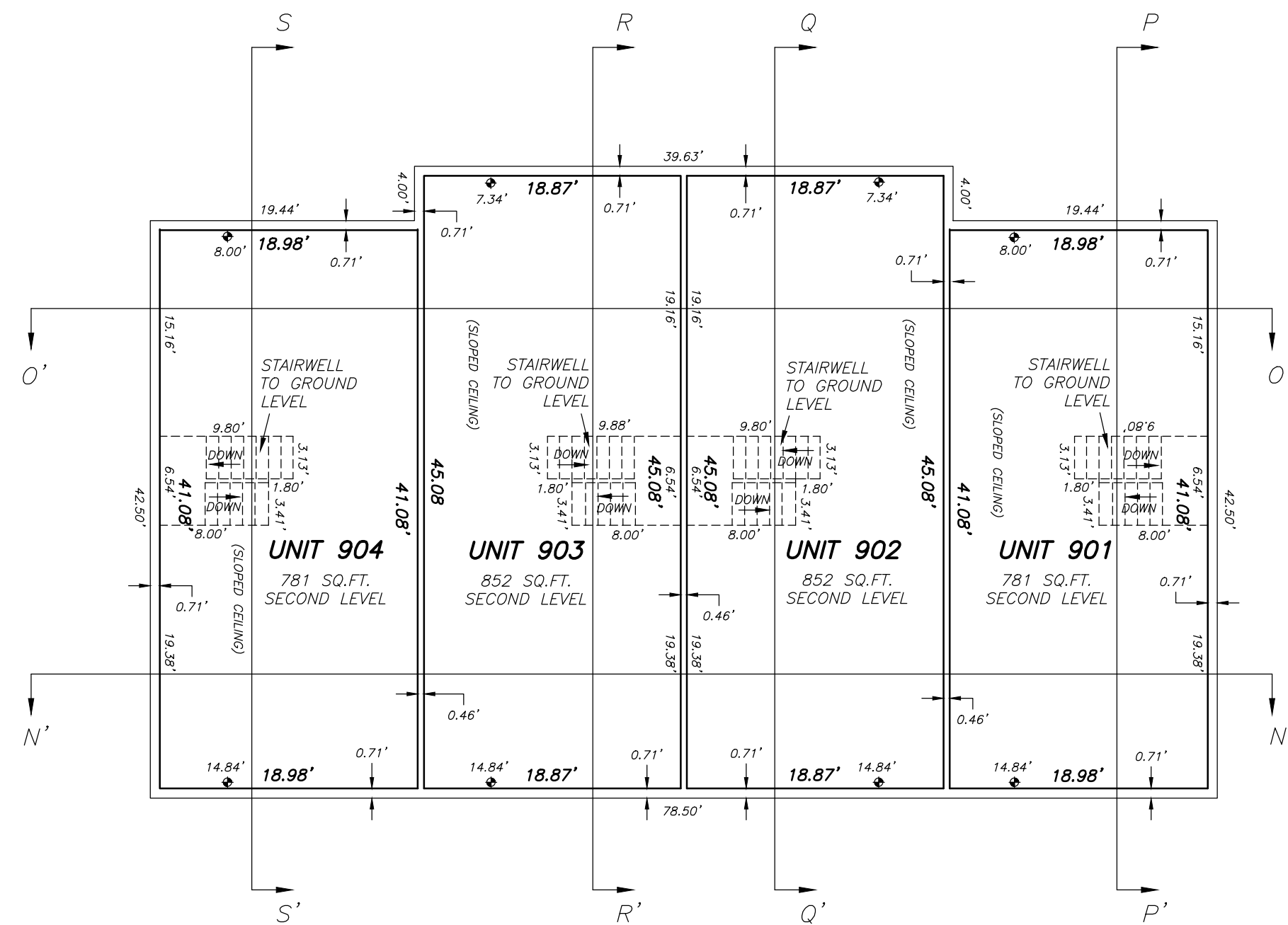


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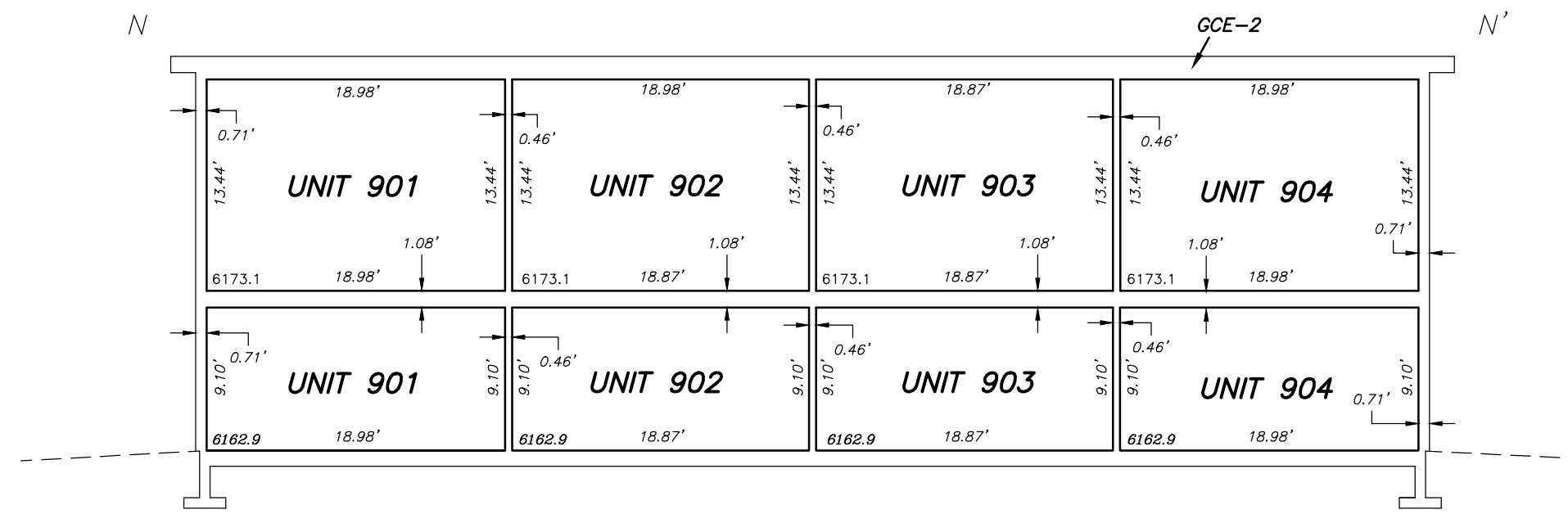
--- BUILDING A9 ---  
PLAN VIEW - GROUND LEVEL



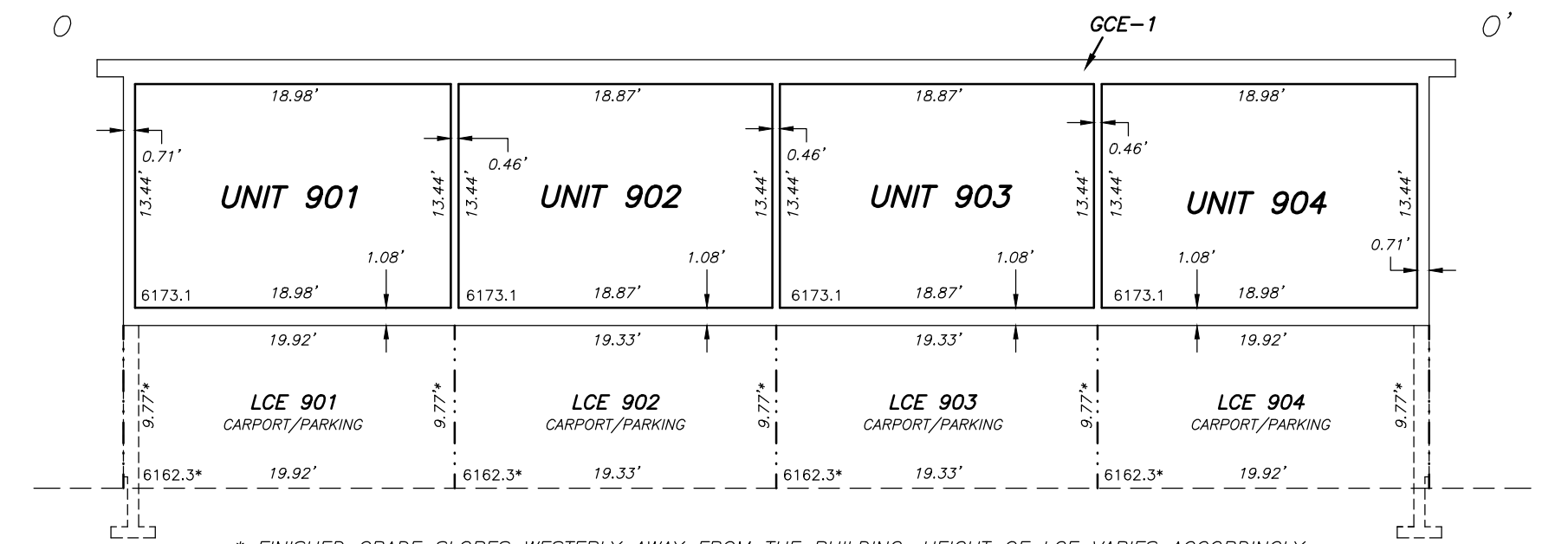
--- BUILDING A9 ---  
PLAN VIEW - SECOND LEVEL



CROSS-SECTION N-N'

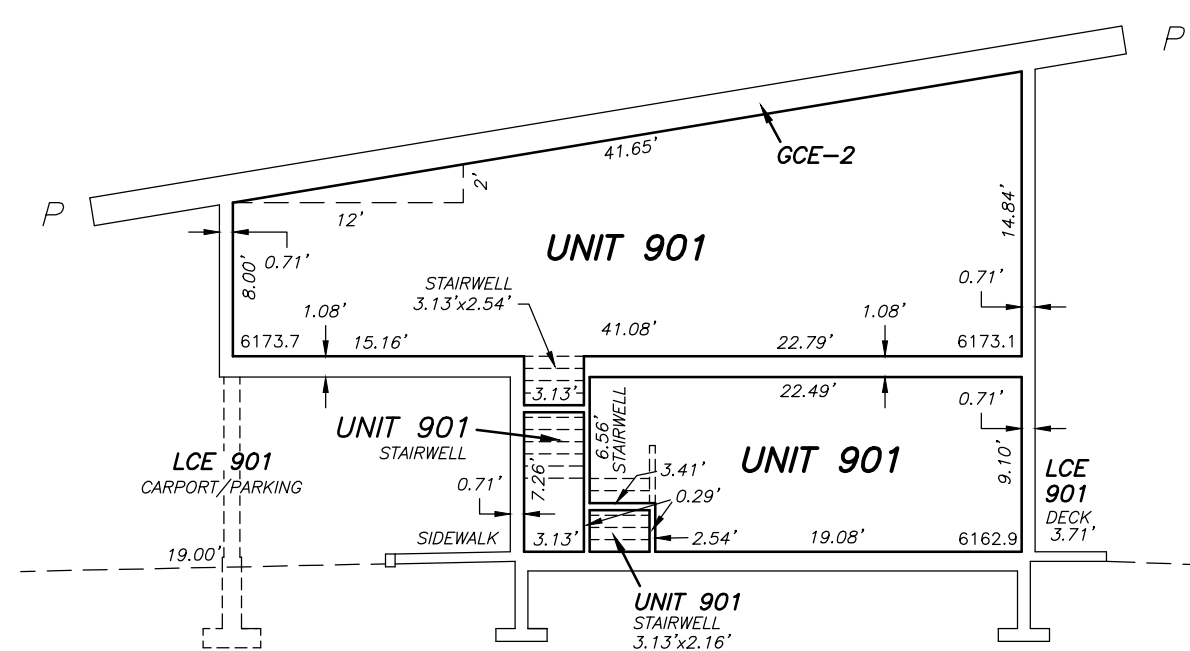


CROSS-SECTION O-O'

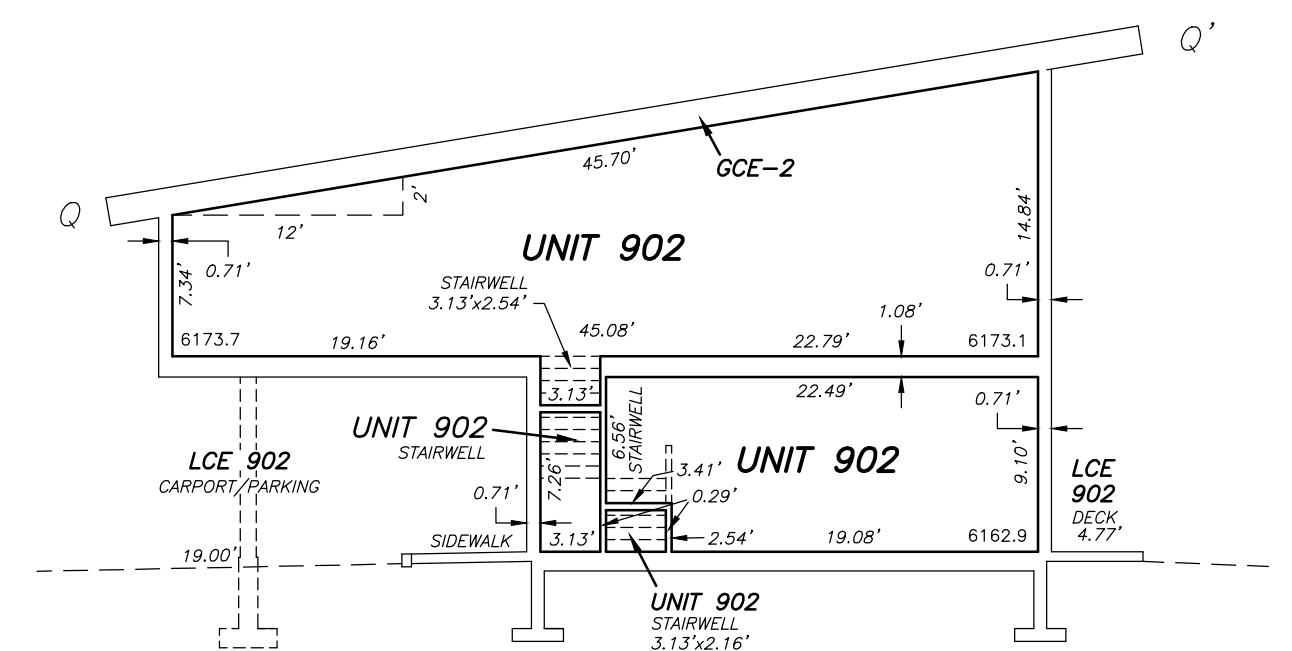


\* FINISHED GRADE SLOPES WESTERLY AWAY FROM THE BUILDING; HEIGHT OF LCE VARIES ACCORDINGLY

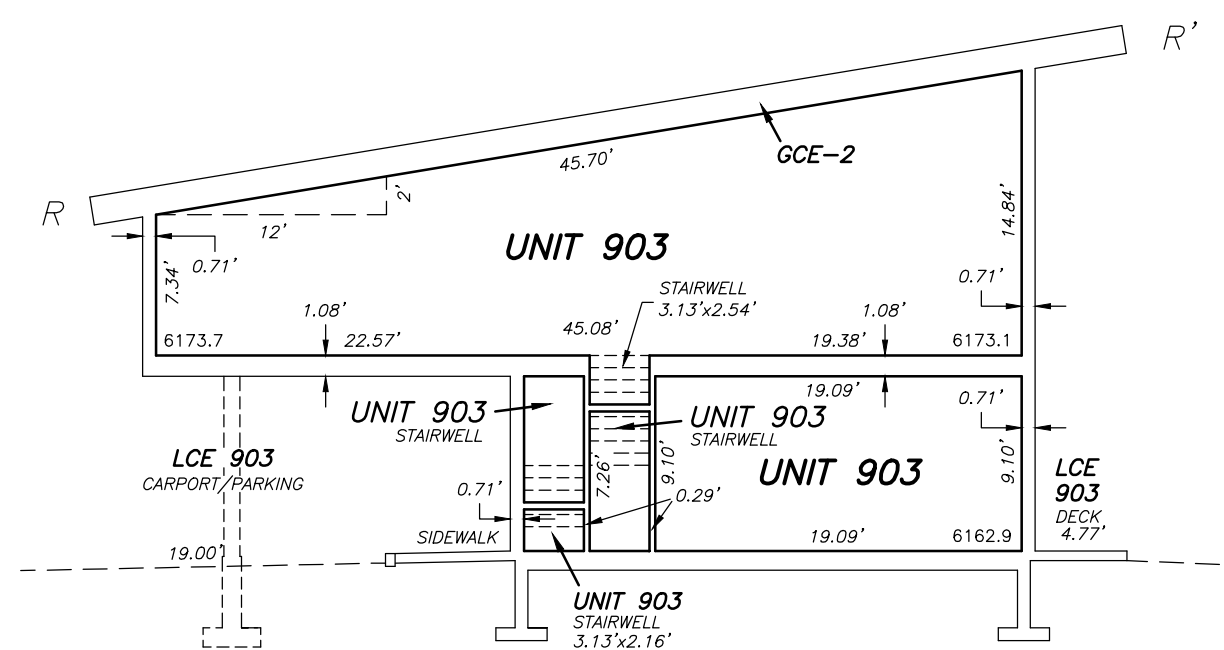
CROSS-SECTION P-P'



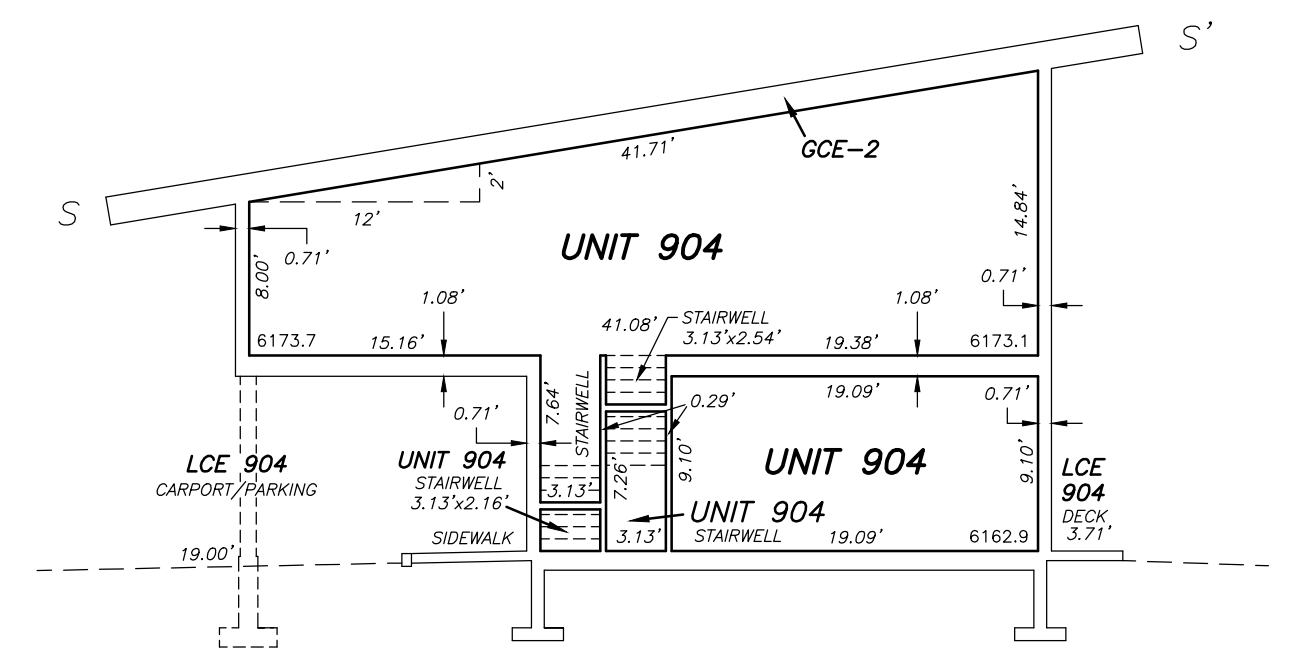
CROSS-SECTION Q-Q'



CROSS-SECTION R-R'



CROSS-SECTION S-S'



LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104.

- UNIT 901 INDICATES THE UNIT NUMBER DEFINING THE INDIVIDUAL AIR SPACE UNIT
- 0.46' INDICATES THE DIMENSION BETWEEN THE UNFINISHED EXTERIOR WALL AND THE BOUNDARY OF THE AIR SPACE UNIT OR BETWEEN BOUNDARIES OF ADJACENT AIR SPACE UNITS
- 18.98' INDICATES AN AIR SPACE UNIT DIMENSION
- N' LINE AND LABEL OF CROSS-SECTION
- 9.10' CEILING HEIGHT

- EXTERIOR FACE OF BUILDING
- BOUNDARY OF AIR SPACE UNIT
- LIMITED COMMON ELEMENT
- APPROXIMATE FINISHED GRADE

GRAPHIC SCALE



1 INCH = 10 FEET  
VERTICAL DATUM: NAVD88  
BASED ON TETON COUNTY  
CONTROL NETWORK

**On Sight**  
LAND SURVEYORS, INC.

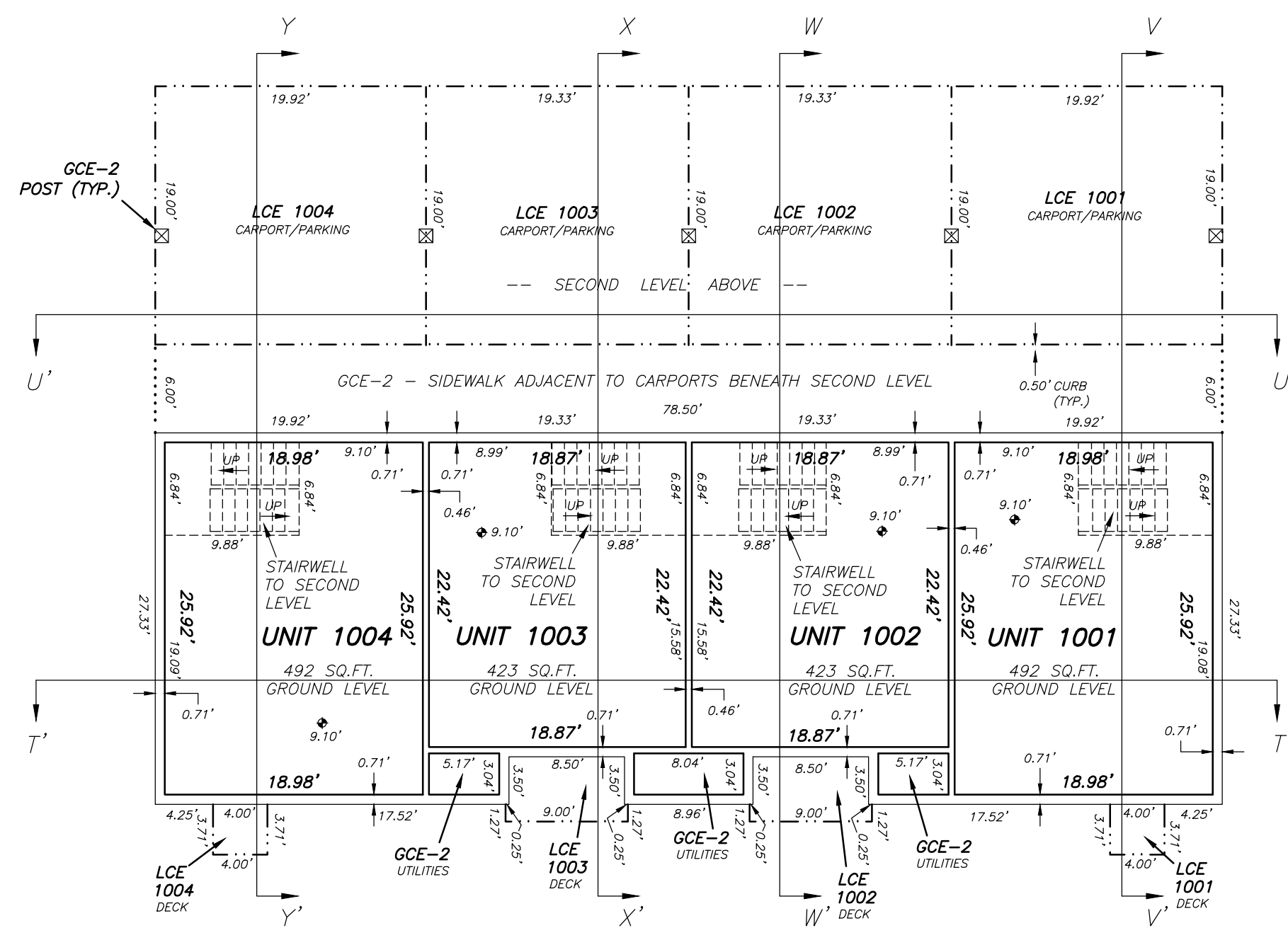
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P.O. Box 12290  
Jackson, WY 83002  
(307) 734-6131

Project No. 22-41-16-33-3 22-41-16-33-3\_fp2.dwg 11/20/2019

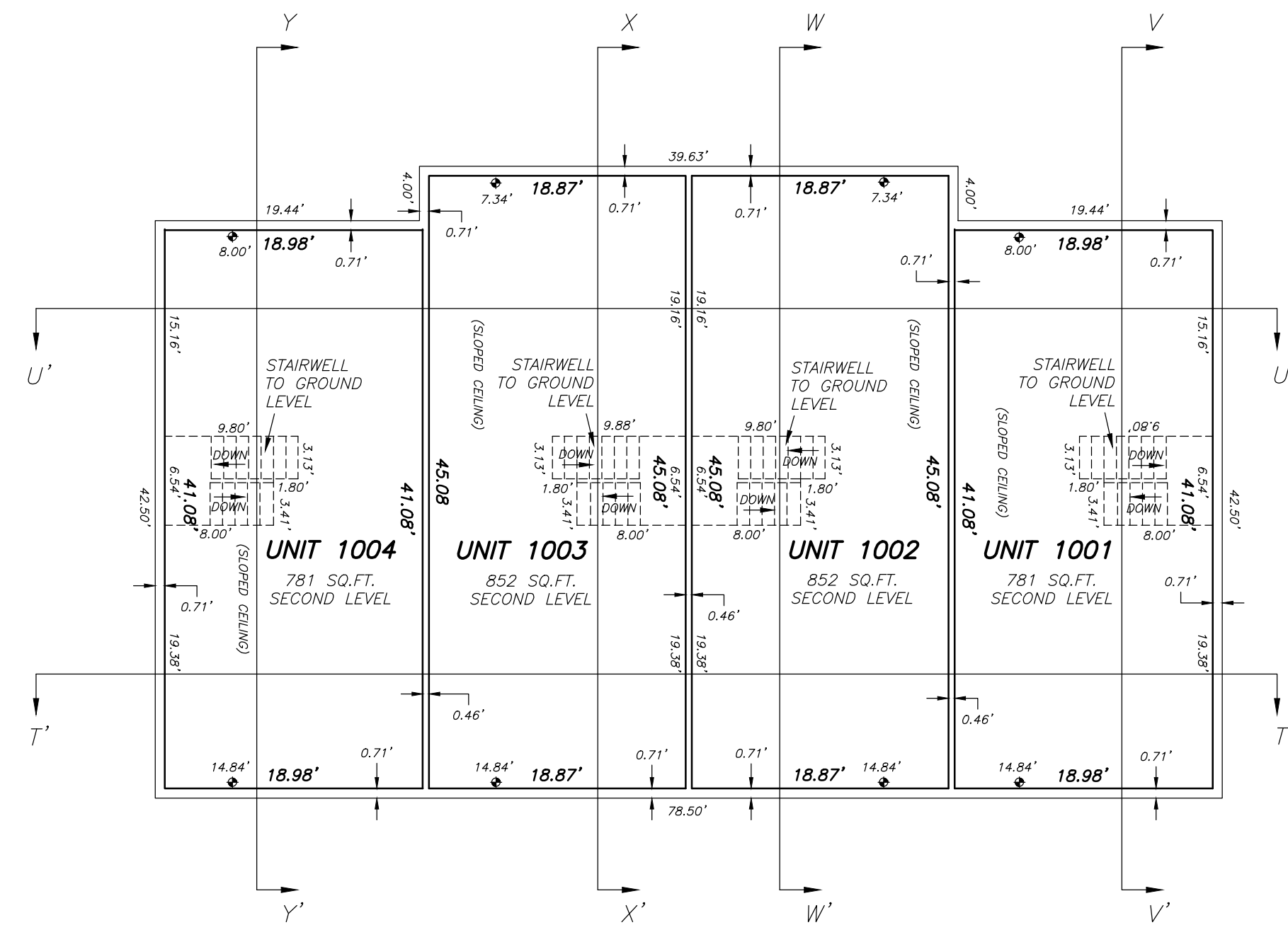
FINAL PLAT  
**THE GROVE CONDOMINIUMS PHASE THREE**  
**SECOND FILING**  
**ADDITION TO THE TOWN OF JACKSON**  
(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)  
BEING IDENTICAL WITH  
ADJUSTED PARCEL B OF MAP T-58D  
LOCATED WITHIN  
NW1/4SW1/4 SECTION 33  
T41N, R116W, 6TH P.M.  
TOWN OF JACKSON  
TETON COUNTY, WYOMING

SHEET 3 OF 4  
BUILDING A9

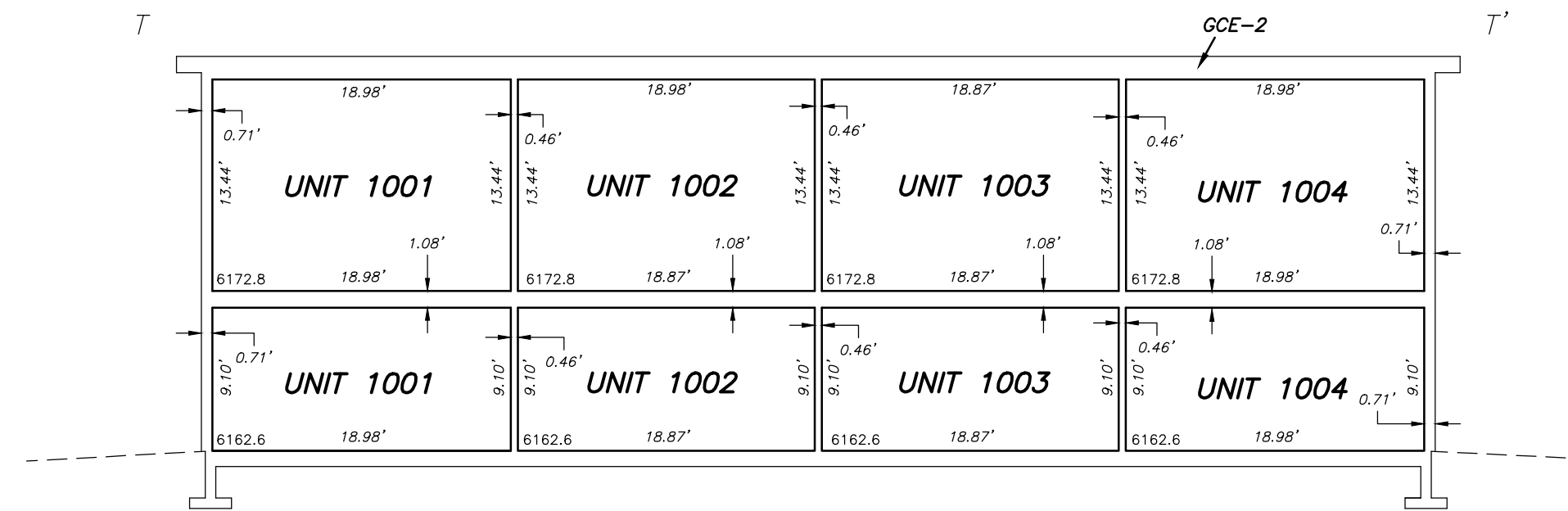
--- BUILDING A10 ---  
PLAN VIEW - GROUND LEVEL



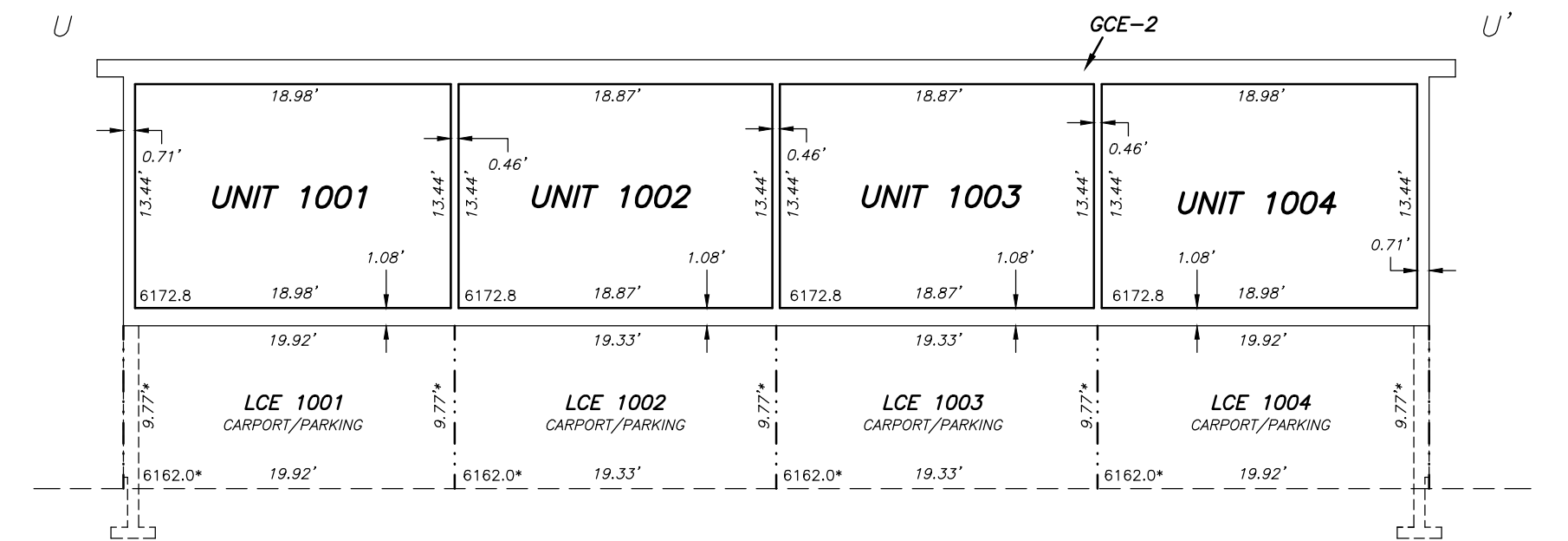
--- BUILDING A10 ---  
PLAN VIEW - SECOND LEVEL



CROSS-SECTION T-T'

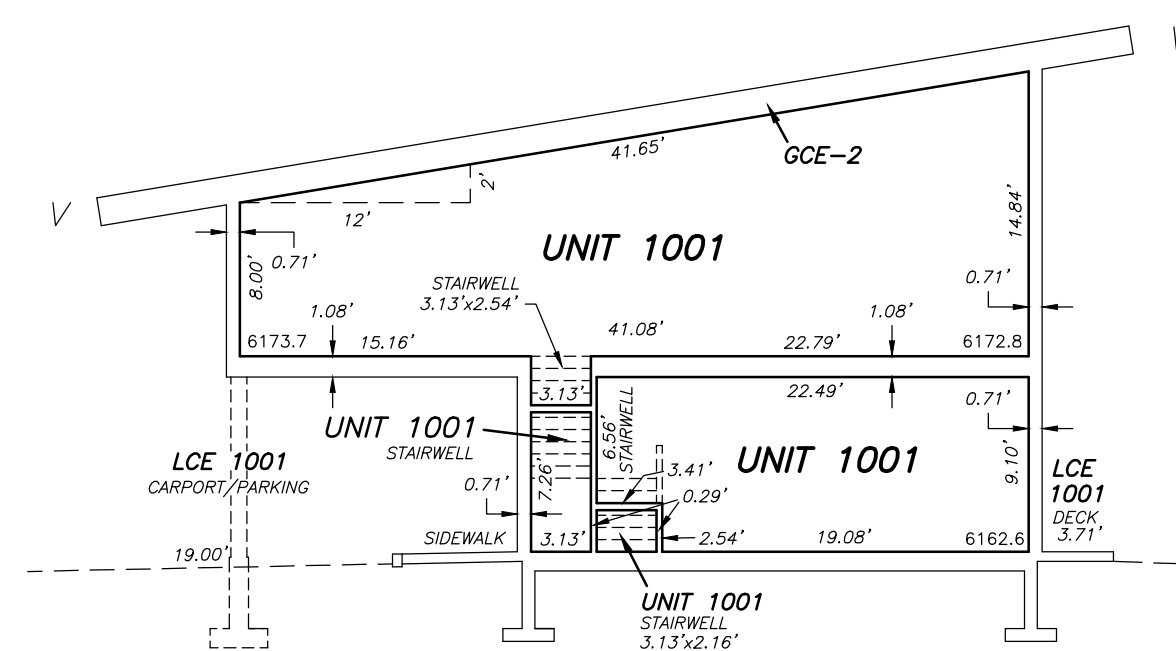


CROSS-SECTION U-U'

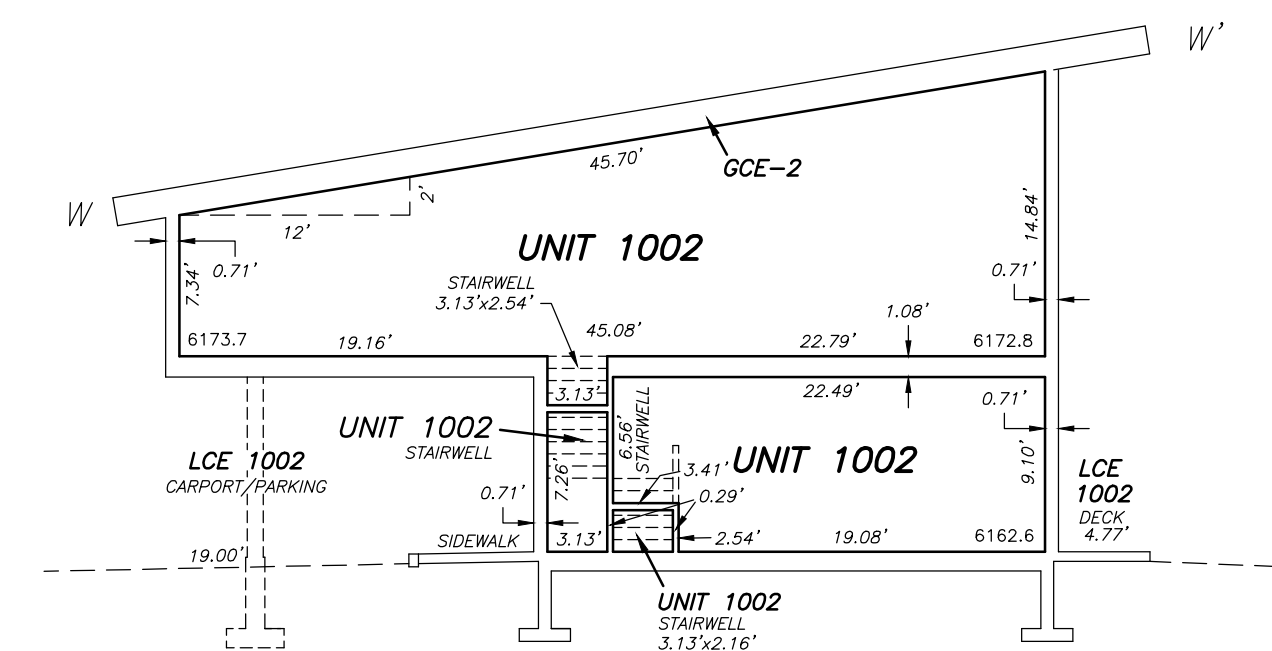


\* FINISHED GRADE SLOPES WESTERLY AWAY FROM THE BUILDING; HEIGHT OF LCE VARIES ACCORDINGLY

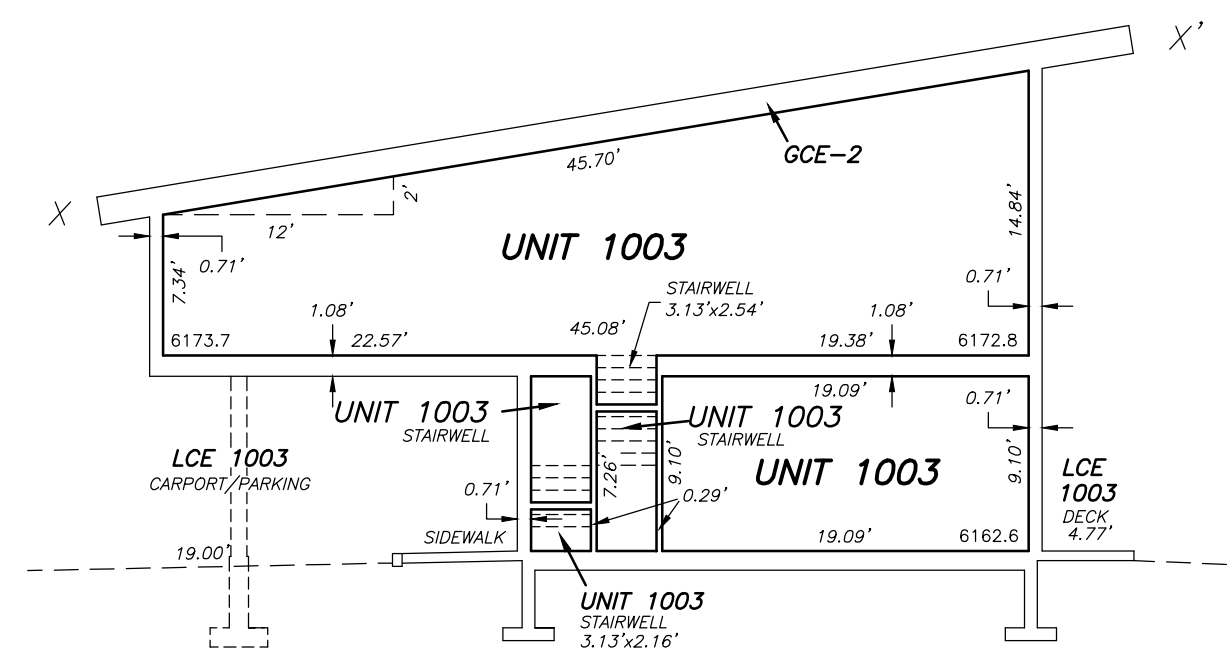
CROSS-SECTION V-V'



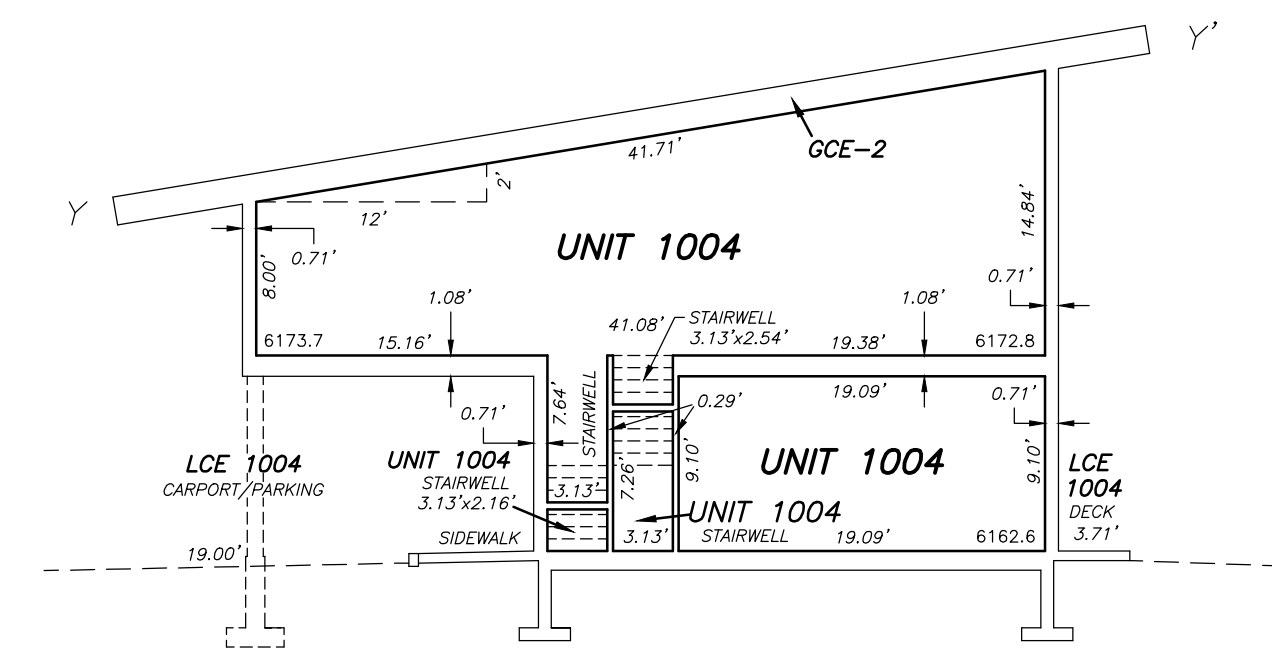
CROSS-SECTION W-W'



CROSS-SECTION X-X'



CROSS-SECTION Y-Y'



#### LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104.

UNIT 1001 INDICATES THE UNIT NUMBER DEFINING THE INDIVIDUAL AIR SPACE UNIT

--- 0.46' --- INDICATES THE DIMENSION BETWEEN THE UNFINISHED EXTERIOR WALL AND THE BOUNDARY OF THE AIR SPACE UNIT OR BETWEEN BOUNDARIES OF ADJACENT AIR SPACE UNITS

18.98' INDICATES AN AIR SPACE UNIT DIMENSION

LINE AND LABEL OF CROSS-SECTION

9.10' CEILING HEIGHT

EXTERIOR FACE OF BUILDING

BOUNDARY OF AIR SPACE UNIT

LIMITED COMMON ELEMENT

APPROXIMATE FINISHED GRADE

GRAPHIC SCALE



1 INCH = 10 FEET  
VERTICAL DATUM: NAVD88  
BASED ON TETON COUNTY  
CONTROL NETWORK

**On Sight**  
LAND SURVEYORS, INC.

155 West Gill Ave.  
P.O. Box 12290  
Jackson, WY 83002  
(307) 734-6131

Project No. 22-41-16-33-3 22-41-16-33-3\_fp2.dwg 11/20/2019

FINAL PLAT  
**THE GROVE CONDOMINIUMS PHASE THREE**  
**SECOND FILING**  
**ADDITION TO THE TOWN OF JACKSON**  
(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)

BEING IDENTICAL WITH  
ADJUSTED PARCEL B OF MAP T-58D  
LOCATED WITHIN  
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T41N, R116W, 6TH P.M.  
TOWN OF JACKSON  
TETON COUNTY, WYOMING

SHEET 4 OF 4  
BUILDING A10

## ORDINANCE L

AN ORDINANCE AMENDING AND REENACTING SECTIONS 1 THROUGH 12 OF ORDINANCE NO. 30, SECTIONS 1 AND 2 OF ORDINANCE NO. 89, SECTIONS 1 THROUGH 13 OF ORDINANCE NO. 90, SECTIONS 1 THROUGH 3 OF ORDINANCE NO. 90A, SECTION 1 OF ORDINANCE 106, 172, 375, 388, 389, 456, 503, 504, 516, 569, 577, 605, 714, 823, 828, 960, 1063, 1072, 1076, AND 1185, SECTIONS 1 AND 2 OF ORDINANCE 227, SECTIONS 3 THROUGH 8 OF ORDINANCE 853, SECTIONS 1 AND 2 OF ORDINANCE 969, AND SECTIONS 1 AND 2 OF ORDINANCE 1173; AND SECTIONS 6.10 THROUGH 6.90 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING LIQUOR LICENSES AND PERMITS 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.

Sections 6.10 through 6.90 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to remove code which duplicates Wyoming Statute Title 12, to update code with Wyoming Statute Title 12 changes effective July 1, 2019, to add regulations for off-premises open container sales, require training for alcohol server staff, and update code relating to suspension and penalties for violations, to read as follows:

### Chapter 6.10 DEFINITIONS

#### Sections:

#### 6.10.010 Definitions.

#### 6.10.010

As used in this Title.

#### Definitions.

- A. **Alcohol Server Staff** means all persons employed at any business operating under a liquor license engaged in the selling or serving of alcoholic liquor and/or malt beverages, or the managers thereof.
- B. **Hotel** means a building kept, used, maintained, advertised, and/or held out to the public to be a place where sleeping accommodations are offered for pay to transient guests. Such sleeping accommodations shall be in the same building and such sleeping accommodations shall be so

equipped and serviced that the Town Council shall be satisfied that the chief source of revenue to be derived from the operation of the hotel shall be from sleeping accommodations and not from the sale of alcoholic or malt beverages. No cottage, tourist camp, or rooming house shall be considered a hotel.

- C. **Licensee** means a person holding any permit or license in accordance with this Title or Title 12 of the Wyoming State Statutes, as amended.
- D. **Restaurant** means space in a building maintained, advertised, and/or held out to the public as a place where individually-priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen, and the number and kinds of employees necessary for the preparing, cooking, and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant.
  - 1. **Full-service restaurant** means a restaurant at which waiters and waitresses deliver food and drink offered from a printed food menu to patrons at tables or booths.
  - 2. Food menu shall contain a minimum of five (5) qualifying selections. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.
  - 3. Kitchen shall be an area with cooking appliances required to prepare plated meals.
  - 4. Dispensing Room means an enclosed and partitioned space within a restaurant large enough for a person to enter, but not a cabinet. Wall partitions may contain cut-out windows and doorways, but partitions shall extend from floor to ceiling.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 998 § 1, 2011; Ord. 853 § 3, 2007; Ord. 389 § 1, 1989; Ord. 90 § 1, 1965.)

**Chapter 6.20**  
**APPLICATION FOR LICENSES AND PERMITS**

**Sections:**

**6.20.003 State Laws Applicable.**

**6.20.006 Application Form and Fees.**

**6.20.010 Affidavit and of Authorization and Understanding.**

**6.20.012 Plan of Operations.**

**6.20.015 Affidavit of Understanding.** (Repealed. Ord.1185 § 1, 2017)

**6.20.020 Notice publication--Protests.** (Repealed. Ord. x § 1, 2019)

**6.30.030 Term - Exception.** (Repealed. Ord. x § 1, 2019)

**6.20.003 State Laws Applicable.**

All licenses issued pursuant to this Title, and all use, possession, sales, and purchases of alcoholic beverages shall be subject to all requirements, regulations, and limitations prescribed by W.S. 12-1-101, *et seq.*, as amended, and are adopted by reference, except as is otherwise expressly set forth in this Title. If this Title is silent, then state statute is applicable. If there is a conflict between the state statute and this Title, then the stricter will apply.

**6.20.006 Application Form and Fees.**

- A. A person desiring any liquor license under this Title shall apply to the Town Clerk on forms prepared by the Attorney General of the State of Wyoming, as and in accordance with the statute of the State of Wyoming.
- B. The Town, upon application, state certification, and public hearing, may issue a liquor license or permit pursuant to this Title and Title 12 of the Wyoming State Statutes, as amended.
- C. The fee paid annually for each license is as follows, which fees may be amended by ordinance of the Town Council; however, in no case shall the sum be greater than the amount authorized by applicable Wyoming Statutes. No application will be processed, nor any licenses issued, until payment in full has been made.
  - 1. Retail Liquor License: \$1,500.00
  - 2. Limited Retail (Club) Liquor License: \$500.00
  - 3. Resort Liquor License: \$3,000.00
  - 4. Restaurant Liquor License: \$1,500.00
  - 5. Bar and Grill Liquor License: \$1,500.00
  - 6. Microbrewery Permit: \$500.00
  - 7. Winery Permit: \$500.00
  - 8. Satellite Winery Permit: \$100.00
- D. The fee to be paid for each twenty-four (24) hour permit is as follows, which fees may be amended by ordinance of the Town Council; however, in no case shall the sum be greater than the amount authorized by applicable Wyoming Statutes. No permit will be issued until payment in full has been made.

1. Catering Permit: \$20.00
2. Malt Beverage Permit: \$50.00
3. Manufacturer's Off-Premises Permit: \$50.00

**6.20.010 Affidavit of Authorization and Understanding.**

- A. All persons filing applications for new licenses and permits, renewals for the same, or for transfer of ownership or location, unless otherwise noted in this Title, shall submit a signed Affidavit of Authorization and Understanding form as provided by the Town Clerk. . By signing the form all persons filing applications agree to a background check conducted by the Chief of Police or designee.
- B. The applicant understands that it shall be the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town or County department or elected bodies.
- C. Each application submitted is affirmed as being true and correct to the best of the applicant's knowledge. The applicant understands that information provided in the application packet may be investigated for accuracy.
- D. Procedures for reviewing applications will be established by the Town Clerk, Chief of Police and Risk Manager.

**6.20.012 Plan of Operations.**

- A. All new and transfer applicants must include a written Plan of Operations, which at a minimum sets forth:
  1. The nature of the business and how the premises will be operated.
  2. The type(s) of alcoholic beverages available to customers.
  3. The process for ordering and serving alcoholic and malt beverages to customers.
  4. The location of the Dispensing Room for restaurants.
  5. The plan for outdoor service of food and/or alcoholic and malt beverages, if available.
- B. Licensees must provide the Town Clerk a revised Plan of Operations anytime a Licensee changes the Plan of Operation.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 969 § 1, 2010; Ord. 853 § 4, 2007.)

**6.20.015 Affidavit of Understanding. Repealed.**

(Ord.1185 § 1, 2017; Ord. 969 § 1, 2010.)

**6.20.020 Notice publication--Protests. Repealed.**

**6.20.030 Term - Exception. Repealed.**

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1076 § 1, 2014; Ord. 853 § 4, 2007; Ord. 90 § 6, 1965.)

**Chapter 6.30**  
**ANNUAL LICENSES AND PERMITS**

**Sections:**

**6.30.010 Retail Liquor Licenses.**

**6.30.020 Restaurant Liquor Licenses.**

**6.30.030 Bar & Grill Liquor Licenses.** (Repealed Ord. x, 2019)

**6.30.040 Microbrewery Permits, Authorization, and Application.** (Repealed Ord. x, 2019)

**6.30.050 Satellite Winery Permits, Application.** (Repealed Ord. x, 2019)

**6.30.060 Satellite Manufacturer's Permits, Authorization, and Application.** (Repealed Ord. x, 2019)

**6.30.010 Retail Liquor Licenses.**

Establishments holding a Retail Liquor License that operate primarily for sales for off-premise consumption (i.e. a grocery store) shall maintain a separate area for alcoholic or malt beverages that shall restrict entry to persons over the age of twenty-one (21) years of age.

**6.30.020 Restaurant Liquor Licenses.**

A Restaurant Liquor Licensee shall not promote the restaurant as a bar or lounge, nor shall the Licensee compete with a Retail Liquor Licensee in activities other than dining functions.

A. A Restaurant Liquor License does not allow:

1. Providing liquor service at dances, receptions, or other social gatherings.
2. Advertising as a bar or saloon in publications or signage.
3. Having a separate name for any room or area that denotes the availability of alcoholic or malt beverages.
4. Advertising special prices or promotions for sale of alcoholic beverages separate from meals, i.e. a "happy hour," unless the special price or promotion includes a qualifying restaurant meal.
5. Selling alcoholic or malt beverages to customers seated at a bar or counter unless they have been given a printed food menu.
6. Collecting a "cover charge" that includes the cost of any entertainment, live or television, unless such cover charge is part of and not separated from a package price which includes payment for a qualifying restaurant meal.

(Ord. x § 1, 2019; Ord. 569 § 1, 1996; Ord. 605 § 1, 1997; Ord. 504 § 7, 1995; Ord. 503 § 3, 1995; Ord. 388 § 1, 1989; Ord. 90A § 2, 1973; Ord. 90 § 3, 1965.)

**6.30.030 Bar & Grill Liquor Licenses.** Repealed.

**6.30.040 Microbrewery Permits, Authorization and Application.** Repealed.

**6.30.050 Satellite Winery Permits, Application.** Repealed.

**6.30.060 Satellite Manufacturer's Permits, Authorization and Application.** Repealed.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1069 § 1, 2014; Ord. 853 § 5, 2007; Ord. 828 § 1, 2006; Ord. 723 § 1, 2003; Ord. 456 § 1, 1993.)

**Chapter 6.40**  
**RESTRICTIONS UPON LICENSE AND PERMIT HOLDERS**

**Sections:**

- 6.40.010 License: Transfer, Renewal.** (Repealed Ord. x, 2019)
- 6.40.020 License: Contents, Signing, Attestation, and Display.** (Repealed Ord. x, 2019)
- 6.40.030 Hours of Sale: Unlawful Acts Designated.**
- 6.40.040 Place of Sale: Location, Regulation, and Restrictions.**
- 6.40.045 Off-Premises Open Container Sales.**
- 6.40.050 Places for Consumption or Possession in Open Containers Prohibited.**
- 6.40.055 Alcohol Server Staff Training Required.**
- 6.40.060 Minor, Habitual, and Common Drunkards and Incompetent: Restrictions.**

**6.40.010 License: Transfer, Renewal.** Repealed.

**6.40.020 License: Contents, Signing, Attestation, and Display.** Repealed.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord.960 § 1, 2010; Ord. 853 § 6, 2007; Ord. 90 §6 §12, 1965.)

**6.40.030 Hours of Sale: Unlawful Acts Designated.**

- A. All persons licensed under this Title shall close the dispensing room and cease the sale of both alcoholic and malt liquors promptly at the hour of two (2) a.m. each day and keep the same closed until six (6) a.m. the same day.
- B. The Town Council may designate the dates during any city or county fairs, rodeos, pageants, jubilees or similar public gatherings when all Licensees may operate without restriction as to closing hours. Such unrestricted operation shall not exceed a total of four (4) full days in any one (1) calendar year.
- C. It is unlawful for any owner, manager or employee of any business licensed under this Title, except clubs holding a Limited Retail License, to allow anyone other than an employee of the licensed business or organization to be or remain in the licensed room, or building, from and after thirty minutes (30) after the time designated by statute or ordinance for closing of the dispensing room and ceasing the sale of both alcoholic and malt liquors; provided, that in cases of food service operations for which an additional dispensing room license has been obtained pursuant to this Title, the food service facilities may remain open to the public, but it shall be unlawful to allow the consumption of alcoholic beverages therein from and after thirty (30) minutes after the time established by statute or ordinance for the closing of the dispensing room and the ceasing of sale of alcoholic and malt liquors.
- D. It is unlawful for any Licensee or servant, agent, or employee thereof to permit any person under the age of twenty-one (21) years to enter or remain in a licensed building, or an establishment that is primarily for off-premise sales of alcoholic liquor or malt beverages unless subject to an exemption under W.S. § 12-6-101 *et. seq.*, as amended.

#### **6.40.040 Place of Sale: Location, Regulation, and Restrictions.**

The place in which alcoholic and malt beverages are sold under a Retail Liquor License shall be located in the Licensed Building for which the license is approved and issued. Alcoholic beverages may only be served in the Licensed Building and in an immediately adjacent fenced or enclosed area as approved by the Licensing Authority. The adjacent area shall not be located in another building. The Licensing Authority which issued the license shall as often as may be deemed necessary inspect the Licensed Building and adjoining areas where alcoholic beverages are served to determine compliance with sanitation, fire hazard, local permitting, and other applicable laws.

#### **6.40.045 Off-Premises Open Container Sales.**

- A. Retail Liquor and Microbrewery Licensees selling alcoholic beverages that are not in the original package or are in reused original packages for off-premise consumption (sloshies, growlers and the like), shall seal the container in a fashion so that it is obvious when the seal is broken, and so that it is not possible to consume any of the beverage as long as the seal is in place.

The Licensee shall use any of the following approved methods to seal the container, or in a manner previously approved in writing by the Chief of Police, or designee:

1. A shrinkable band, or shrinkable film, covering the lid and neck of the container; or
2. A “milk” jug or glass jug with a Tamper Evident Seal; or
3. An aluminum can sealed by a seaming machine; or
4. A solid length of a Tamper Evident Seal that is placed over the lid, covering any opening(s) in the lid, and down at least two sides of the container.
  - a. Tamper Evident Seal is defined as a distinct tape or sealing device designed to provide visible evidence if the opening of a container has been interfered with.

- B. Every Licensee selling alcoholic beverages as identified in subsection A above shall post a sign visible to patrons stating “State Law Prohibits Open Alcoholic Containers in Motor Vehicles W.S. § 31-5-235.”

#### **6.40.050 Places for Consumption or Possession in Open Containers Prohibited.**

- A. No alcoholic or malt beverage shall be consumed or carried by any person in open containers of any type on any street, sidewalk or curb or any other public property whatsoever within the Town of Jackson, except in Town of Jackson parks maintained by Jackson/Teton County Parks & Recreation, athletic fields, and the rodeo grounds.
- B. No alcoholic or malt beverages shall be consumed or carried by any person in open containers of any type within:
1. The grandstands, or adjacent to, or on any baseball field during any game sanctioned by Little League Baseball Incorporated; or
  2. The Town Square which is bounded by East Broadway Street, North Cache Street, East Deloney Street, and North Center Street.

#### **6.40.055 Alcohol Server Staff Training Required.**

- A. Alcohol Server Staff as defined in § 6.10.010, shall successfully complete an alcohol server education course compliant with W.S. § 12-2-402, as amended, within forty-five (45) days of their date of hire, or the effective date of this rule, whichever is later.
- B. The alcohol server education course must be one of the courses approved by the Wyoming Liquor Division and Jackson Police Department. The Alcohol Server Training Certification shall be valid for three (3) years and recertification must occur prior to expiration. Each Alcohol Server Staff's certificate must be on file with their employer.
- C. Every Licensee shall maintain a training record for their Alcohol Server Staff. The record shall include their date of hire and proof of current Alcohol Server Training Certification as required by this Section. Training records for current Alcohol Server Staff will be made available for inspection by law enforcement officers or officials of the Town of Jackson at any time that the licensed establishment is open, or by appointment.
- D. The Licensee and/or manager of the establishment may be cited for a violation of this Section and the citation may be in addition to other penalties set forth in Title 12 of Wyoming State Statutes or the Jackson Municipal Code.

#### **6.40.060 Overserving of Alcoholic Beverages, Minors: Restrictions.**

- A. It is a violation of the liquor license issued under this Title for a licensee and/or any agent or employee thereof, to sell, furnish, give, or deliver, or cause to be sold, furnished, given, or delivered alcoholic or malt beverages to any excessively intoxicated person. This violation is in addition to and not in lieu of any other criminal penalties under the Jackson Municipal Code and Wyoming State Statutes that may accrue for unlawful alcohol service.

For purposes of this section, "excessively intoxicated" means intoxicated to the extent that a person's mental and/or physical faculties are severely impaired; the impairment(s) would be obvious to a reasonable person, and the impairment is shown by any or all of the following: severe uncoordinated physical action, or severe diminished mental capacity, or severe physical or mental dysfunction.

- B. Under Section 9.64.020, as amended, of the Jackson Municipal Code it is unlawful for any person under the age of twenty-one (21) years to have any alcoholic or malt beverage in their possession or to be under the influence of any intoxicating liquor or malt beverage, within the Town of Jackson, unless an exemption stated under W.S. § 12-6-101, as amended, is applicable, which includes possession by a person under the age of twenty-one (21) years making the delivery of such alcoholic beverage pursuant to their employment.
- C. It is unlawful for any person under the age of twenty-one (21) years to be in, or attempt to be in, or remain in any place where intoxicating or malt liquors are sold or dispensed, or for any person to falsify any identification or use any false identification in order to be or remain in such place of business or to obtain intoxicating liquor or malt beverages unless an exemption stated under W.S. § 12-6-101, as amended, is applicable.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1072 § 1, 2014; Ord. 1063 § 1, 2014; Ord. 987 § 1, 2011; Ord. 853 § 6, 2007; Ord. 577 § 1, 1997; Ord. 544 § 1, 1996; Ord. 516 § 1, 1995; Ord. 375 § 1, 1988; Ord. 227 § 1-2, 1977; Ord. 172 § 1, 1974; Ord. 90A § 1, § 3, 1973; Ord. 90 § 8, § 9, § 13, 1965.)

**Chapter 6.50**  
**SPECIAL TWENTY-FOUR (24) HOUR PERMITS**

**Sections:**

**6.50.010 Catering Permits.**

**6.50.020 Malt Beverage Permits.** (Repealed Ord. x, 2019)

**6.50.010       Catering Permits.**

It is the duty and obligation of the Resort or Retail Liquor Licensee under which the Catering Permittee is acting to ensure compliance with all State and Town alcohol laws and regulations. Any violations thereof shall be attributed to the Resort or Retail Liquor Licensee.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 853 § 7, 2007; Ord. 823 §1, 2006; Ord. 714 § 1, 2002.)

**6.50.020       Malt Beverage Permits.** Repealed.

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 969 § 2, 2010; Ord. 853 § 7, 2007; Ord. 697 § 1, 2002; Ord. 90 § 4, 1965.)

**Chapter 6.60**  
**NONRENEWAL, SUSPENSION, AND REVOCATION**  
**OF LICENSES AND PERMITS**

**Sections:**

**6.60.010 Grounds for Denying Renewal of License or Permit.**

**6.60.020 Grounds for Suspension and/or Revocation.**

**6.60.010 Grounds for Denying Renewal of License or Permit.**

- A. A license or permit shall not be renewed or transferred if such renewal or transfer violates Title 12 of the Wyoming State Statutes, as amended, or the Jackson Municipal Code.
- B. The following, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:
  - 1. Failure of the Licensee to comply with any provision of state liquor law or this Title;
  - 2. Failure of the Licensee to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or any code compliance officer;
  - 3. A pattern of failing to report incidents of illegal acts upon the Licensee's premises which results in injury to persons or property and which the Licensee knew, or should have known about. A "pattern" for purposes of this section is defined as three (3) or more incidents in any twelve (12) month period;
  - 4. Failure of the Licensee to comply with Section 6.40.055 Alcohol Server Staff Training Required;
  - 5. Failure of initial, consecutive, and/or cumulative compliance checks conducted pursuant to Wyoming Statute § 12-6-103, as amended..
  - 6. Failure to comply with the Plan of Operations set forth in the license application, or as amended.

**6.60.020 Grounds for Suspension and/or Revocation.**

- A. The following actions, whether one (1) or more, shall be a basis for the Town Council to suspend a liquor license and/or for the Town Council to initiate revocation proceedings. Revocation proceedings will be in accordance with W.S. § 12-7-201, as amended.
  - 1. Failure by a Licensee, or an agent or employee thereof, of three (3) compliance checks conducted pursuant to W.S. § 12-6-103, as amended, within a twelve (12) month period. The suspension will be carried out within the current liquor license year and be for ten (10) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.
  - 2. Failure by a Licensee, or an agent or employee thereof, of five (5) compliance checks conducted pursuant to W.S. § 12-6-103, as amended, within a twenty-four (24) month period. The suspension will be carried out within the current liquor license year and be for thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.

3. A pattern of failing to report incidents of excessive drinking and/or disorderly conduct on the licensed premises. The suspension will be carried out within the current liquor license year and be for five (5) consecutive calendar days, and/or the Town Council may initiate revocation proceedings. A “pattern” for purposes of this section is defined as three (3) or more accounts of failing to report incidents in any twelve (12) month period.
  4. Making materially false statements on or the submission of materially false documents within the State of Wyoming liquor license application and/or the Town of Jackson liquor license application packet. The suspension will be carried out within the current liquor license year and be for thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.
  5. Three (3) or more substantiated violations of any the provisions of Title 12 of the Wyoming State Statutes, as amended, or the Jackson Municipal Code or a combination of the two in any twelve (12) month period. The suspension will be carried out within the current liquor license year and be for thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.
- B. In the event a suspension occurs:
1. The Town Clerk shall send a suspension notice to the Licensee by electronic-mail (delivery receipt) and certified postal mail to the address on file, with copy to the Wyoming Liquor Division and Chief of Police.
  2. The Licensee shall either remove all of the alcoholic liquor and malt beverages from the licensed premises or secure the alcoholic liquor or malt beverages in a manner approved in writing by the Chief of Police or designee. The method of securing this inventory shall be approved at least 72-hours before the suspension begins, when a suspension is set to begin on a certain date in the future.
  3. The Town Clerk shall post one (1) suspension notice at the licensed premises on or about the first day of the suspension period. The sale, offering to sell, distribution, or traffic of alcoholic liquor or malt beverages is unlawful during the suspension.
- (Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1173 § 1, 2017; Ord. 853 § 8, 2007.)

## **Chapter 6.70**

### **VIOLATIONS**

#### **Sections:**

**6.70.010 Violations.** (Repealed. Ord. x, 2019)

**6.70.010       Violations.** Repealed.  
(Ord. x § 1, 2019; Ord. 853 § 9, 2007.)

**Chapter 6.90**  
**PENALTY FOR VIOLATIONS**

**Sections:**

**6.90.010 General Penalty for Violations.**

**6.90.020 Compliance Check Failures.**

**6.90.010 General Penalty for Violations**

- A. Any person who violates any provisions of this Title for which violation no specific penalty is provided is guilty of a misdemeanor and upon conviction thereof shall be punished according to Section 1.12.010 of this code.
- B. The provisions of this Title are cumulative and shall not be construed as preventing the Town of Jackson or the Wyoming Liquor Division from suspending or revoking a liquor license and/or filing criminal charges in any case authorized by law.

**6.90.020 Compliance Check Failures.**

- A. On the first compliance check failure, the inhouse manager and the employee who failed the compliance check is required to attend an in-person Training for Intervention Procedures (TIPS) training session conducted by the Jackson Police Department within thirty (30) days of the failed check.
  - 1. The Licensee must provide the Jackson Police Department with the certificates of successful completion within one (1) week of completing the training.
- B. On the second consecutive compliance check failure, or a second compliance check failure within a twelve (12) month period, a member of the Licensee, or an officer or director thereof who is listed on the liquor license application and the employee who failed the compliance check is required to attend an in-person Training for Intervention Procedures (TIPS) training session conducted by the Jackson Police Department within forty-five (45) days of the failed check.
  - 1. The Licensee must provide the Jackson Police Department with the certificates of successful completion within one (1) week of completing the training.

(Ord. x § 1, 2019; Ord. 853 § 10, 2007; Ord. 90 § 14, 1965.)

**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 \_\_ DAY OF \_\_, 2019.

PASSED 2ND READING THE \_\_ DAY OF \_\_, 2019.

PASSED AND APPROVED THE \_\_ DAY OF \_\_, 2019.

TOWN OF JACKSON

BY: \_\_\_\_\_  
Pete Muldoon, Mayor

ATTEST:

BY: \_\_\_\_\_  
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 8 of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Sandra P. Birdyshaw, Town Clerk

## ORDINANCE L

AN ORDINANCE AMENDING AND REENACTING SECTIONS 1 THROUGH 12 OF ORDINANCE NO. 30, SECTIONS 1 AND 2 OF ORDINANCE NO. 89, SECTIONS 1 THROUGH 13 OF ORDINANCE NO. 90, SECTIONS 1 THROUGH 3 OF ORDINANCE NO. 90A, SECTION 1 OF ORDINANCE 106, 172, 375, 388, 389, 456, 503, 504, 516, 569, 577, 605, 714, 823, 828, 960, 1063, 1072, 1076, AND 1185, SECTIONS 1 AND 2 OF ORDINANCE 227, SECTIONS 3 THROUGH 8 OF ORDINANCE 853, SECTIONS 1 AND 2 OF ORDINANCE 969, AND SECTIONS 1 AND 2 OF ORDINANCE 1173; AND SECTIONS 6.10 THROUGH 6.90 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING LIQUOR LICENSES AND PERMITS 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.

Sections 6.10 through 6.90 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to remove code which duplicates Wyoming Statute Title 12, to update code with Wyoming Statute Title 12 changes effective July 1, 2019, to add regulations for off-premises open container sales, require training for alcohol server staff, and update code relating to suspension and penalties for violations, to read as follows:

### Chapter 6.10 DEFINITIONS

#### Sections:

##### 6.10.010 Definitions.

##### 6.10.010 Definitions.

As used in this Title. In the interpretation of this chapter, unless the context indicates a different

meaning:

- A. ~~"Alcoholic beverage permit" means the authority under which the sale of alcoholic beverages is authorized as to hospitals, religious organizations, physicians, and dentists.~~
- B. ~~"Alcoholic liquor" means any spirituous and/or fermented fluid intended for beverage purposes which contains at least one-half of one percent (.5%) of alcohol by volume, including alcohol, brandy, whiskey, rum, gin, and wine, liquids and compounds.~~

- C. ~~"Club" means a fraternal organization, not including college fraternities, labor unions, or associations organized for commercial purposes or profit, which is a member of, and holds a charter from, a national organization, and which owns or leases a building or space in a building for the use and accommodation of its members and guests.~~
- D. ~~"Drugstore" means a suitable space in a building kept, used, maintained, advertised, and held out to the public to be a place where drugs and medicines are sold and prescriptions compounded and where a registered pharmacist is regularly employed.~~
- A. **Alcohol Server Staff** means all persons employed at any business operating under a liquor license engaged in the selling or serving of alcoholic liquor and/or malt beverages, or the managers thereof.
- E.B. **"Hotel"** means a building kept, used, maintained, advertised, and/or held out to the public to be a place where sleeping accommodations are offered for pay to transient guests. Such sleeping accommodations shall be in the same building and such sleeping accommodations shall be so equipped and serviced that the Town Council shall be satisfied that the chief source of revenue to be derived from the operation of the hotel shall be from sleeping accommodations and not from the sale of alcoholic or malt beverages. No cottage, tourist camp, or rooming house shall be considered a hotel.
- F. ~~"Intoxicating liquor," "alcoholic liquor," "alcoholic beverage," and "spirituous liquor" shall be construed as synonymous in meaning and definition.~~
- G. ~~"Licensed Building" means the physical licensed building for which the license is issued and as approved by the licensing authority; which may include an immediately adjacent fenced or enclosed area as approved by the licensing authority. This term does not apply to restaurant liquor licenses.~~
- H. ~~"Licensing Authority" means the governing body of an incorporated city, town, or county in Wyoming with the responsibility to issue, control, and administer a particular license.~~
- I. ~~"Limited retail liquor license" means the authority under which clubs as defined in this section shall be permitted to sell alcoholic and/or malt beverages.~~
- J. ~~"Malt beverage" means any fluid of any name or description manufactured from malt, wholly or in part, or from any substitute therefore, containing more than one percent of alcohol by volume.~~
- K. ~~"Malt beverage permit" means the authority under which the sale of malt beverages is authorized for specifically limited periods or as hereinafter otherwise provided.~~
- L. ~~"Original package" means any bottle, flask, jug, cask, barrel, hogshead, or other receptacle or container used, which is corked or capped, and sealed or labeled by the manufacturer of alcoholic beverages, containing any alcoholic beverage.~~
- C. **Licensee** means a person holding any permit or license in accordance with this Title or Title 12 of the Wyoming State Statutes, as amended.
- M. ~~"Person" includes an individual person, partnership, corporation, limited liability company or any other or association or entity, public or private.~~
- N.D. **"Restaurant"** means space in a building maintained, advertised, and/or held out to the public as a place where individually-priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen, and the number and kinds of employees necessary for the preparing,

cooking, and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant.

1. **"Full-service restaurant"** means a restaurant at which waiters and waitresses deliver food and drink offered from a printed food menu to patrons at tables or booths.
2. Food menu shall contain a minimum of five (5) qualifying selections. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.
3. Kitchen shall be an area with cooking appliances required to prepare plated meals.
4. Dispensing Room means an enclosed and partitioned space within a restaurant large enough for a person to enter, but not a cabinet. Wall partitions may contain cut-out windows and doorways, but partitions shall extend from floor to ceiling.

~~Q. "Retailer" means a person who sells or offers for sale any alcoholic or malt beverage for use or consumption and not for resale.~~

~~P. "Retail liquor license" means the authority under which a retailer shall be permitted to sell alcoholic and/or malt beverages for use or consumption but not for resale.~~

~~Q. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivering for value, exchange for goods, or in any way other than purely gratuitously. Any delivery of any alcoholic and/or malt beverage made otherwise than by gift shall constitute a sale.~~

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 998 § 1, 2011; Ord. 853 § 3, 2007; Ord. 389 § 1, 1989; Ord. 90 § 1, 1965.)

**Chapter 6.20**  
**APPLICATION FOR LICENSES AND PERMITS**

**Sections:**

**6.20.003 State Laws Applicable.**

**6.20.006 Application Form and Fees.**

**6.20.010 Affidavit and of Authorization and Understanding.**

**6.20.012 Plan of Operations.**

**6.20.015 Affidavit of Understanding.** (Repealed. Ord.1185 § 1, 2017)

**6.20.020 Notice publication--Protests.** (Repealed. Ord. x § 1, 2019)

**6.30.030 Term - Exception.** (Repealed. Ord. x § 1, 2019)

**6.20.003 State Laws Applicable.**

All licenses issued pursuant to this Title, and all use, possession, sales, and purchases of alcoholic beverages shall be subject to all requirements, regulations, and limitations prescribed by W.S. 12-1-101, et seq., as amended, and are adopted by reference, except as is otherwise expressly set forth in this Title. If this Title is silent, then state statute is applicable. If there is a conflict between the state statute and this Title, then the stricter will apply.

**6.20.006 Application Form and Fees.**

- A. A person desiring any liquor license under this Title shall apply to the Town Clerk on forms prepared by the Attorney General of the State of Wyoming, as and in accordance with the statute of the State of Wyoming.
- B. The Town, upon application, state certification, and public hearing, may issue a liquor license or permit pursuant to this Title and Title 12 of the Wyoming State Statutes, as amended.
- C. The fee paid annually for each license is as follows, which fees may be amended by ordinance of the Town Council; however, in no case shall the sum be greater than the amount authorized by applicable Wyoming Statutes. No application will be processed, nor any licenses issued, until payment in full has been made.
  - 1. Retail Liquor License: \$1,500.00
  - 2. Limited Retail (Club) Liquor License: \$500.00
  - 3. Resort Liquor License: \$3,000.00
  - 4. Restaurant Liquor License: \$1,500.00
  - 5. Bar and Grill Liquor License: \$1,500.00
  - 6. Microbrewery Permit: \$500.00
  - 7. Winery Permit: \$500.00
  - 8. Satellite Winery Permit: \$100.00
- D. The fee to be paid for each twenty-four (24) hour permit is as follows, which fees may be amended by ordinance of the Town Council; however, in no case shall the sum be greater than the amount authorized by applicable Wyoming Statutes. No permit will be issued until payment in full has been made.

1. Catering Permit: \$20.00
2. Malt Beverage Permit: \$50.00
3. Manufacturer's Off-Premises Permit: \$50.00

#### **6.20.010 Affidavit of Authorization and Understanding.**

- A. All persons filing applications for new licenses and permits, renewals for the same, or for transfer of ownership or location, unless otherwise noted in this Title, shall submit a signed Affidavit of Authorization and Understanding form as provided by the Town Clerk, ~~which includes the applicant's full legal name, signature, social security number, driver's license number, and date of birth to assist with application processing by the Town Clerk and Chief of Police.~~ By signing the form all persons filing applications ~~shall~~ agree to a background check, ~~including criminal information,~~ conducted by the Chief of Police or designee, ~~and that~~
- B. ~~T~~he applicant understands that it shall be the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town or County department or elected bodies.
- C. Each application submitted is affirmed as being true and correct to the best of the applicant's knowledge. The applicant understands that information provided in the application packet may be investigated for accuracy.
- A.D. Procedures for reviewing applications will be established by the Town Clerk, Chief of Police and Risk Manager.

#### **6.20.012 Plan of Operations.**

- A. All new and transfer applicants must include a written Plan of Operations, which at a minimum sets forth:
1. The nature of the business and how the premises will be operated.
  2. The type(s) of alcoholic beverages available to customers.
  3. The process for ordering and serving alcoholic and malt beverages to customers.
  4. The location of the Dispensing Room for restaurants.
  5. The plan for outdoor service of food and/or alcoholic and malt beverages, if available.
- B. Licensees must provide the Town Clerk a revised Plan of Operations anytime a Licensee changes the Plan of Operation.
- (Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 969 § 1, 2010; Ord. 853 § 4, 2007.)

#### **6.20.015 Affidavit of Understanding. Repealed.**

(Ord.1185 § 1, 2017; Ord. 969 § 1, 2010.)

#### **6.20.020 Notice publication--Protests. Repealed.**

~~When an application has been filed in the office of the Town Clerk, it shall be the duty of such Town Clerk to promptly publish, post on the official website of the town and display conspicuously on the premises in which the applicant desires to use as the place of sale a notice pursuant to Section § 12-4-104 of the Wyoming State Statutes which may be amended from time to time that such applicant has made application for a license and that protests against the issuance of~~

~~a license to the applicant will be heard at a time stated in the notice, which shall be at a special or a regular meeting of the Town Council, and all such licenses shall be issued in accordance with the requirements of the statutes of the state of Wyoming, and all such licenses, when issued, shall be made and executed in accordance with the laws of the state and Town of Jackson. Each applicant shall pay an amount sufficient to cover the costs of publishing the notice, as determined by the Town Clerk.~~

**6.20.030      Term - Exception. Repealed.**

~~A license or permit shall be a personal privilege, good for one (1) year unless sooner revoked or if issued by the licensing authority for less than one (1) year to coincide with the annual date of renewal, or if issued as a twenty-four (24) hour permit.~~

~~A. Exception. When a valid license or permit is determined to be part of the estate of a deceased licensee, the executor or administrator of the estate of any deceased licensee, when such estate consists in whole or in part of the business of selling alcoholic and/or malt beverages under a license, may exercise the privilege of the deceased under such license or licenses or permit until the expiration of the same; and provided further, that upon approval of the Town Council, the license may be renewed on different premises on the same basis as an original application, except for the payment of the license fee, which renewed license shall expire as of the date of the original license; and provided further, that the owner of such license, or the executor or administrator of the estate of any deceased licensee, by an actual bona fide sale to be made in good faith, may, if proceedings are not pending to suspend, revoke, or otherwise penalize under this title or the provisions of the laws of the state of Wyoming, the license holder, assign and transfer such license and the assignee or transferee thereof, subject to the condition and approval hereinafter stated, may exercise the privilege of continuing the business authorized by such license, without the payment of any additional license fee, until the expiration of the same, upon the express condition, however, that such assignee or transferee shall first make and file a sworn application showing the qualifications of such person or assignee or transferee to take and hold a retail liquor license as required by this title and the laws of the state of Wyoming, and all subject to the approval of the Town Council.~~

~~(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1076 § 1, 2014; Ord. 853 § 4, 2007; Ord. 90 § 6, 1965.)~~

## Chapter 6.30 ANNUAL LICENSES AND PERMITS

### Sections:

**6.30.010 Retail ~~or Limited Retail (Club)~~ Liquor Licenses.**

**6.30.020 ~~Resort or~~ Restaurant Liquor Licenses.**

**6.30.030 Bar & Grill Liquor Licenses. (Repealed Ord. x, 2019)**

**6.30.040 Microbrewery Permits, Authorization, and Application. (Repealed Ord. x, 2019)**

**6.30.050 Satellite Winery Permits, Application. (Repealed Ord. x, 2019)**

**6.30.060 Satellite Manufacturer's Permits, Authorization, and Application. (Repealed Ord. x, 2019)**

### **6.30.010      Retail ~~or Limited Retail (Club)~~ Liquor Licenses.**

~~Any person desiring a limited or retail liquor license under this title shall apply to the Town Clerk for the same on forms prepared by the Attorney General of the state of Wyoming, as and in accordance with the statutes of the state of Wyoming, in such case made and provided, and not otherwise. The amount or fee to be paid for such retail liquor license shall be, and is fixed at, the sum of one thousand five hundred (\$1,500.00) per year, and the amount or fee to be paid for limited retail (club) liquor licenses shall be five hundred (\$500.00) per year, all such fees shall be payable in full in advance, and no such retail or limited retail (club) liquor license shall issue to the applicant until payment in full has been made.~~

Establishments holding a Retail Liquor License that operate primarily for sales for off-premise consumption (i.e. a grocery store) shall maintain a separate area for alcoholic or malt beverages that shall restrict entry to persons over the age of twenty-one (21) years of age.

#### ~~A. Events for persons under 21~~

~~The holder of a retail liquor license may be issued a permit authorizing the holding of an event at which persons under the age of twenty-one (21) are permitted on the premises if:~~

- ~~1. Application is made with the Town Clerk and a fee of twenty five (\$25.00) dollars is paid.~~
- ~~2. No alcoholic liquor or malt beverages are sold, served, consumed or possessed by any person attending the event.~~
- ~~3. No alcoholic liquor or malt beverages are accessible to persons attending the event.~~

#### ~~B. Drive in liquor stores.~~

~~A drive-in area adjacent or contiguous to the licensed building may be used by the holder of a retail liquor license for taking orders, making delivery of, and receiving payments for alcoholic and/or malt beverages under the following conditions and safeguards:~~

- ~~1. The holder of the retail liquor license shall own the area or hold a written lease for the period for which the license was issued;~~
- ~~2. The area shall be well lighted and subject to inspection by the Town Council at any and all times;~~

- ~~3. No walls or screens shall interfere with observing and checking the part of the area used for orders, delivery, and payment;~~
- ~~4. No orders shall be received from or delivery made to a person under the age of twenty-one (21) or an obviously intoxicated person in the area;~~
- ~~5. No part of a sidewalk, highway, street, or alley shall be used for orders, sales, or deliveries;~~
- ~~6. Alcoholic and/or malt beverages shall be sold and delivered in the area only in the original, unopened package, and consumption of alcoholic and/or malt beverages in the drive-in area shall not be permitted.~~

~~It shall be the duty of the members of the Town Council and the agents and officers of the Town of Jackson to determine whether traffic conditions or the difficulty of checking sales and delivery or violations of safeguards should require a decision for bidding or restricting sales and delivery in any drive-in area, and if by resolution the right to use such drive-in areas is forbidden or restricted that resolution shall be complied with by the licensee.~~

~~C. Sales by drugstores.~~

~~All sales of alcoholic and/or malt liquor by drugstores holding a retail liquor license under the provisions of this title shall be sold only in the container received by the druggist in the original package and no such container or original package shall be opened upon the premises where the same is sold, or in any room or building in connection with the drugstore, and any such sale shall be made only by a licensed pharmacist or by a clerk over the age of nineteen (19) years.~~

**6.30.020      ~~Resort or~~ Restaurant Liquor Licenses.**

- ~~A. Any person desiring a resort or restaurant liquor license under this title, as such licenses may be available from time to time pursuant to the applicable statutes of the state, shall apply to the Town Clerk for the same on forms prepared by the Attorney General of the state, as and in accordance with the said statutes of the state in such case made and provided and not otherwise. The fee for a resort or restaurant license shall be fifteen hundred dollars (\$1,500.00), which amount may be amended from time to time by resolution of the Town Council, provided that in no case shall the sum be less than or greater than the amount authorized by applicable statutes of the state. All such fees shall be payable in full in advance and no such license shall be issued to the applicant until payment in full has been made. The term of an initial issue license may be prorated and the fee therefore prorated so that the license shall expire on March 31st of each year.~~
- ~~B. All applications for restaurant licenses shall be accompanied by a plan of operations setting forth in detail the areas proposed for service of alcoholic and malt beverages, plans for service of alcoholic and malt beverages and dispensing rooms.~~

~~A~~No Restaurant Liquor Licensee shall not promote the restaurant as a bar or lounge, nor shall the Licensee compete with a Retail Liquor Licensee in activities other than dining functions.

- A. A Restaurant Liquor License does not allow:
1. Providing liquor service at dances, receptions, or other social gatherings.

2. Advertising as a bar or saloon in publications or signage.
3. Having a separate name for any room or area that denotes the availability of alcoholic or malt beverages.
4. Advertising special prices or promotions for sale of alcoholic beverages separate from meals, i.e. a “happy hour,” unless the special price or promotion includes a qualifying restaurant meal.
5. Selling alcoholic or malt beverages to customers seated at a bar or counter unless they have been given a printed food menu.
6. Collecting a “cover charge” that includes the cost of any entertainment, live or television, unless such cover charge is part of and not separated from a package price which includes payment for a qualifying restaurant meal.

(~~Ord. x § 1, 2019; Ord. 569 § 1, 1996; Ord. 605 § 1, 1997; Ord. 504 § 7, 1995; Ord. 503 § 3, 1995; Ord. 388 § 1, 1989; Ord. 90A § 2, 1973; Ord. 90 § 3, 1965.~~)

~~B. All sales of alcoholic and malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease.~~

#### **6.30.030 Bar & Grill Liquor Licenses. Repealed.**

~~A. The Town, upon application and after public hearing, may authorize the issuance of a Bar and Grill License to a restaurant pursuant to Section § 12-4-413(a) of Wyoming Statutes.~~

~~B. Any person desiring a Bar and Grill Liquor License shall file with the Town Clerk an application with the required supporting documentation and payment of the applicable fee. The fee for a Bar and Grill License shall be fifteen hundred dollars (\$1,500.00), which amount may be amended from time to time by resolution of the Town Council without the necessity of amending the ordinance codified in this section; provided, however, that in no case shall the sum be greater than the amount authorized by applicable statutes of the State of Wyoming.~~

~~C. A Bar and Grill Liquor License shall not be sold, transferred or assigned by the holder.~~

~~D. Bar and Grill licensees shall not sell alcoholic or malt beverages for off-premises consumption.~~

~~E. Any Bar and Grill Liquor License issued shall be subject to the terms and conditions of Section § 12-4-413 of Wyoming Statutes, including § 12-4-408 and 12-4-410(c) as applicable to restaurant liquor licenses, and all other applicable state and local statutes and ordinances governing local licenses.~~

#### **6.30.040 Microbrewery Permits, Authorization and Application. Repealed.**

~~Any person desiring a permit for the operation of a micro-brewery defined as a commercial enterprise at a single location producing malt beverage in quantities not to exceed fifty (50,000) thousand barrels per year and not less than fifty (50) barrels per year in accordance with the requirements of Section § 12-4-412 of Wyoming Statutes, shall apply to the Town Clerk for the same on forms prepared by the Attorney General of the state as and in accordance with the~~

~~applicable statutes of the state of Wyoming in such case made and provided and not otherwise. The amount of the fee to be paid for such micro-brewery permit shall be five hundred dollars (\$500.00) and the said amount may be amended from time to time by resolution of the Town Council without the necessity of amending the ordinance codified in this section; provided, however, that in no case shall the sum be less than or greater than the amount authorized by applicable statutes of the state of Wyoming. All such fees shall be payable in full, in advance, and no such license shall issue to the applicant until payment in full has been made. The term of an initial issue license may be prorated and the fee therefore prorated so that the license shall expire on March 31st of each year.~~

~~The permittee shall comply in all particulars with the applicable statutes of the State of Wyoming and the issuance of a permit by the Town shall entitle the permittee to:~~

- ~~(i.)—Sell other malt beverages for on-premises consumption only when obtained through licensed wholesale malt beverage distributors;~~
- ~~(ii.)—Sell its product on-site only, for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand (2,000) ounces per sale.~~

~~—The number of microbrewery permits available shall be limited in accordance with the provisions of Wyoming Statutes § 12-4-201(d). A dual microbrewery permit may be issued to an applicant in addition to and even though such applicant may be the holder of a retail liquor license, a restaurant license or a resort license, as provided by applicable statutes, without payment or assessment of an additional fee over and above that charged for the original retail, restaurant, or resort license.~~

#### **6.30.050      Satellite Winery Permits, Application. Repealed.**

~~A.—The Town, upon application and after public hearing, may authorize the issuance of a satellite winery permit to a holder of a winery permit pursuant to Section § 12-4-412(d) of Wyoming Statutes as such section may be amended from time to time. A satellite winery permit allows a permittee to sell its manufactured wine at up to three (3) satellite locations within Wyoming separate from its licensed manufacturing site.~~

~~B.—Any person desiring a satellite winery permit shall file with the Town Clerk and application with the required supporting documentation and payment of the applicable fee. The fee for a satellite winery permit shall be one hundred dollars (\$100.00), which amount may be amended from time to time by resolution of the Town Council without the necessity of amending the ordinance codified in this section; provided, however, that in no case shall the sum be greater than the amount authorized by applicable statutes of the state of Wyoming.~~

~~C.—Any satellite winery permit issued shall be subject to the terms and conditions of Section § 12-4-412 of Wyoming Statutes and all other applicable state and local statutes and ordinances governing local licenses.~~

#### **6.30.060      Satellite Manufacturer's Permits, Authorization and Application. Repealed.**

~~A.—Pursuant to Section § 12-2-203(g) of Wyoming State Statutes as such section may be amended from time to time, the Town, upon application and after public hearing, may authorize the~~

issuance of one (1) satellite manufacturer's permit to the holder of a Wyoming Liquor Division manufacturer's license and who is a federally licensed distiller or rectifier.

~~B. Any person desiring a satellite manufacturer's permit shall file with the Town Clerk an application with the required supporting documentation and payment of the applicable fee. The fee for a satellite manufacturer's permit shall be one hundred dollars (\$100.00), which amount may be amended from time to time by resolution of the Town Council without the necessity of amending the ordinance codified in this section; provided, however, that in no case shall the sum be greater than the amount authorized by applicable statutes of the State of Wyoming.~~

~~C. Any satellite manufacturer's permit issued shall be subject to the terms and conditions of Section § 12-2-203 of Wyoming State Statutes and all other applicable state and local statutes and ordinances governing local liquor licenses.~~

(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1069 § 1, 2014; Ord. 853 § 5, 2007; Ord. 828 § 1, 2006; Ord. 723 § 1, 2003; Ord. 456 § 1, 1993.)

## Chapter 6.40 RESTRICTIONS UPON LICENSE AND PERMIT HOLDERS

### Sections:

**6.40.010 License: Transfer, Renewal.** ~~(Repealed Ord. x, 2019)~~

**6.40.020 License: Contents, Signing, Attestation, and Display.** ~~(Repealed Ord. x, 2019)~~

**6.40.030 Hours of Sale: Unlawful Acts Designated.**

**6.40.040 Place of Sale: Location, Regulation, and Restrictions.**

**6.40.045 Off-Premises Open Container Sales.**

**6.40.050 Places for Consumption or Possession in Open Containers Prohibited.**

**6.40.055 Alcohol Server Staff Training Required.**

**6.40.060 Minor, Habitual, and Common Drunkards and Incompetent: Restrictions.**

**6.40.010 License: Transfer, Renewal.** ~~Repealed.~~

~~Upon the expiration of any license, the owner thereof shall have a preference right to a new license or renewal of license if such license may be granted under this title or the laws of the State of Wyoming. Except as above provided in Section 6.20.030 of this title, no liquor shall be dispensed in any place not described in the license at the time of issuance, nor shall it be subject to attachment, garnishment, or execution. Retail, limited retail, and microbrewery licenses may be transferred or renewed on different premises on the same basis as the original application only after public hearing and with the approval of the Town Council. Restaurant, bar and grill, and resort licenses may not be transferred to a new location.~~

~~There shall be no refund of all or any part of any license fee. The fee for the transfer of a liquor license or permit shall be one hundred dollars (\$100.00).~~

**6.40.020 License: Contents, Signing, Attestation, and Display.** ~~Repealed.~~

~~Each license issued by the Town shall be signed by the Mayor and attested by the Clerk. The following shall be shown in each license:~~

- ~~A. The name of the licensee;~~
- ~~B. A description of the place in which alcohol and/or malt beverages may be sold;~~
- ~~C. The date of issuance;~~
- ~~D. The amount of the fee and that the same has been paid;~~
- ~~E. Each licensee shall display the license in a conspicuous place in the licensed room.~~

~~(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 960 § 1, 2010; Ord. 853 § 6, 2007; Ord. 90 § 6 §12, 1965.)~~

**6.40.030 Hours of Sale: Unlawful Acts Designated.**

- A. All persons licensed under this Title ~~except clubs holding a limited retail license~~ shall close the dispensing room and cease the sale of both alcoholic and malt liquors promptly at the hour of two (2) a.m. each day and keep the same closed until six (6) a.m. the same day.

- B. The Town Council may ~~meet in January of each year to~~ designate the dates during any city or county fairs, rodeos, pageants, jubilees or similar public gatherings when all Licensees may operate without restriction as to closing hours. Such unrestricted operation shall not exceed a total of four (4) full days in any one (1) calendar year.
- C.B. It is unlawful for any owner, manager or employee of any business licensed under this Title, except clubs holding a Limited Retail License, to allow anyone other than an employee of the licensed business or organization to be or remain in the licensed room, or building, from and after thirty minutes (30) after the time designated by statute or ordinance for closing of the dispensing room and ceasing the sale of both alcoholic and malt liquors; provided, that in cases of food service operations for which an additional dispensing room license has been obtained pursuant to this Title, the food service facilities may remain open to the public, but it shall be unlawful to allow the consumption of alcoholic beverages therein from and after thirty (30) minutes after the time established by statute or ordinance for the closing of the dispensing room and the ceasing of sale of alcoholic and malt liquors.
- D. It is unlawful for any Licensee or servant, agent, or employee thereof to permit any person under the age of twenty-one (21) years to enter or remain in a licensed building, or an establishment that is primarily for off-premise sales of alcoholic liquor or malt beverages unless subject to an exemption under W.S. § 12-6-101 et. seq., as amended.

#### **6.40.040 Place of Sale: Location, Regulation, and Restrictions.**

The place in which alcoholic and malt beverages are sold under a Retail Liquor License shall be located in the Licensed Building for which the license is approved and issued. Alcoholic beverages ~~secured by a server~~ may only be served ~~only~~ in the Licensed Building and in an immediately adjacent fenced or enclosed area as approved by the Licensing Authority. The adjacent area shall not be located in another building. The Licensing Authority which issued the license shall as often as may be deemed necessary inspect the Licensed Building and adjoining areas where alcoholic beverages are served to determine compliance with sanitation, fire hazard, local permitting, and other applicable laws.

#### **6.40.045 Off-Premises Open Container Sales.**

- A. Retail Liquor and Microbrewery Licensees selling alcoholic beverages that are not in the original package or are in reused original packages for off-premise consumption (sloshies, growlers and the like), shall seal the container in a fashion so that it is obvious when the seal is broken, and so that it is not possible to consume any of the beverage as long as the seal is in place.

The Licensee shall use any of the following approved methods to seal the container, or in a manner previously approved in writing by the Chief of Police, or designee:

1. A shrinkable band, or shrinkable film, covering the lid and neck of the container; or
2. A “milk” jug or glass jug with a Tamper Evident Seal; or
3. An aluminum can sealed by a seaming machine; or
4. A solid length of a Tamper Evident Seal that is placed over the lid, covering any opening(s) in the lid, and down at least two sides of the container.

- a. Tamper Evident Seal is defined as a distinct tape or sealing device designed to provide visible evidence if the opening of a container has been interfered with.
- B. Every Licensee selling alcoholic beverages as identified in subsection A above shall post a sign visible to patrons stating “State Law Prohibits Open Alcoholic Containers in Motor Vehicles W.S. § 31-5-235.”

#### **6.40.050 Places for Consumption or Possession in Open Containers Prohibited.**

- A. No alcoholic or malt beverage shall be consumed or carried by any person in open containers of any type on any street, sidewalk or curb or any other public property whatsoever within the Town of Jackson, except in ~~dedicated~~ Town of Jackson parks maintained by Jackson/Teton County Parks & Recreation, athletic fields, and the rodeo grounds.
- B. No alcoholic or malt beverages shall be consumed or carried by any person in open containers of any type within:
  - 1. The grandstands, or adjacent to, or on any baseball field during any game sanctioned by Little League Baseball Incorporated; or
  - 2. The Town Square which is bounded by East Broadway Street, North Cache Street, East Deloney Street, and North Center Street.

#### **6.40.055 Alcohol Server Staff Training Required.**

- A. Alcohol Server Staff as defined in § 6.10.010, shall successfully complete an alcohol server education course compliant with W.S. § 12-2-402, as amended, within forty-five (45) days of their date of hire, or the effective date of this rule, whichever is later.
- B. The alcohol server education course must be one of the courses approved by the Wyoming Liquor Division and Jackson Police Department. The Alcohol Server Training Certification shall be valid for three (3) years and recertification must occur prior to expiration. Each Alcohol Server Staff’s certificate must be on file with their employer.
- C. Every Licensee shall maintain a training record for their Alcohol Server Staff. The record shall include their date of hire and proof of current Alcohol Server Training Certification as required by this Section. Training records for current Alcohol Server Staff will be made available for inspection by law enforcement officers or officials of the Town of Jackson at any time that the licensed establishment is open, or by appointment.
- D. The Licensee and/or manager of the establishment may be cited for a violation of this Section and the citation may be in addition to other penalties set forth in Title 12 of Wyoming State Statutes or the Jackson Municipal Code.

#### **6.40.060 Overserving of Alcoholic Beverages, Minors, Habitual and Common Drunkards and Incompetents: Restrictions.**

- ~~A. It is unlawful for any holder of a license or permit issued under the provisions of this title or the statutes of the State of Wyoming, or the servant or employee of such holder to sell, furnish, give or deliver or cause to be sold, furnished, given or delivered alcoholic or malt beverages~~

~~to any habitual or common drunkard or to any disorderly or obviously intoxicated person; or for any person, firm or corporation or its agents, to sell alcoholic or malt beverages to any habitual or common drunkard or any incompetent person. In the case of habitual or common drunkards the licensee must be notified in writing, by the Chief of Police or his/her designee of such habitual or common drunkenness.~~ A. It is a violation of the liquor license issued under this Title for a licensee and/or any agent or employee thereof, to sell, furnish, give, or deliver, or cause to be sold, furnished, given, or delivered alcoholic or malt beverages to any excessively intoxicated person. This violation is in addition to and not in lieu of any other criminal penalties under the Jackson Municipal Code and Wyoming State Statutes that may accrue for unlawful alcohol service.

For purposes of this section, “~~obviously~~ excessively intoxicated” means intoxicated ~~inebriated~~ to the extent that a person’s mental and/or physical faculties are severely ~~substantially~~ impaired; ~~and the impairment(s) would be obvious to a reasonable person, and the impairment is shown by any or all of the following: significantly severe~~ uncoordinated physical action, or ~~significant~~ severe diminished mental capacity, or severe physical or mental dysfunction ~~that would have been obvious to a reasonable person.~~

~~B. It is unlawful for any holder of a license or permit issued under the provisions of this title or the statutes of the State of Wyoming, or his or its servants, agents or employees to permit any person under the age of twenty-one (21) years to enter or remain in an establishment that is primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a parent, spouse, or legal guardian who is twenty-one (21) years of age or older.~~

~~1. Exception: Minors may be allowed, if accompanied by a parent, spouse, or legal guardian who is twenty-one (21) years of age or older:~~

- ~~a) In a dining or waiting area not later than 10:00 p.m.;~~
- ~~b) In drugstores, in which intoxicating or malt liquors are sold or dispensed; or~~
- ~~c) In an establishment, or in a separate area designated within that establishment, that is primarily for off-premise sales of alcohol or malt beverages.~~

~~(Ord. 1185 § 1, 2017; Ord. 1072 § 1, 2014; Ord. 987 § 1, 2011; Ord. 853 § 6, 2007; Ord. 577 § 1, 1997; Ord. 375 § 1, 1988; Ord. 90A § 3, 1973; Ord. 90 § 13, 1965.)~~

~~C. It is unlawful for any person to sell, furnish, give or cause to be sold, furnished or given any alcoholic or malt beverage to any person under the age of twenty-one (21) years, who is not his legal ward, medical patient, or member of his own immediate family, unless otherwise excepted under W.S. 12-6-101(d) or (e), as amended.~~

~~B.D.~~ Under Section 9.64.020, as amended, of the Jackson Municipal Code it is unlawful for any person under the age of twenty-one (21) years to have any alcoholic or malt beverage in his ~~their~~ possession or to be under the influence of any intoxicating liquor or malt beverage, within the Town of Jackson, unless an exemption stated under W.S. § 12-6-101, as amended, is applicable, which includes possession by a person under the age of twenty-one (21) years making the delivery of such alcoholic beverage pursuant to his ~~their~~ employment.

~~C.E.~~ It is unlawful for any person under the age of twenty-one (21) years to be in, or attempt to be in, or remain in any place where intoxicating or malt liquors are sold or dispensed, or for any person to falsify any identification or use any false identification in order to be or remain in

such place of business or to obtain intoxicating liquor or malt beverages unless an exemption stated under W.S. § 12-6-101, as amended, is applicable.

| (Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1072 § 1, 2014; Ord. 1063 § 1, 2014; Ord. 987 § 1, 2011; Ord. 853 § 6, 2007; Ord. 577 § 1, 1997; Ord. 544 § 1, 1996; Ord 516 § 1, 1995; Ord. 375 § 1, 1988; Ord. 227 § 1-2, 1977; Ord. 172 § 1, 1974; Ord. 90A § 1, § 3, 1973; Ord. 90 § 8, § 9, § 13, 1965.)

## Chapter 6.50 SPECIAL TWENTY-FOUR (24) HOUR PERMITS

### Sections:

#### 6.50.010 Catering Permits.

#### 6.50.020 Malt Beverage Permits. (Repealed Ord. x, 2019)

#### 6.50.010 Catering Permits.

~~A. A catering permit authorizing the sale of alcoholic and malt beverages may be issued by the Town to any person or organization holding a retail or resort retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings, conventions, private parties and dinners or at other similar gatherings not capable, or desirable to be held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic or malt beverage off the premises described in the permit. Notwithstanding any other provision of this subsection, closed-container items sold at auction for the benefit of a nonprofit organization may be taken off premises.~~

~~B. The permits authorized by this section shall be issued for one (1) twenty four (24) 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 thirty-six (36) catering permits for sales at the same premises in any one (1) year.~~

~~—(Ord. 1185 § 1, 2017; Ord. 1118, §1, 2016; Ord. 853 §7, 2007; Ord. 823 §1, 2006; Ord. 714 § 1, 2002)~~

~~C. The catering permit shall be issued on application to the Town without public notice or hearing. An application for a catering permit shall be accompanied by a designation of the event for which the application is sought specifying the type of event and the name of the sponsor. Any applicant applying for a permit authorized by this section and having licensed premises located outside of the Town shall secure the written approval of the licensing authority of Teton County or other applicable jurisdiction, prior to filing an application for a permit.~~

~~D. The fee for the catering permit shall be twenty dollars (\$20.00) per each twenty four (24) hour period.~~

~~It is shall be the duty and obligation of the Resort or Retail Liquor Licensee under which the Catering Permittee is acting to ensure compliance with all State and Town alcohol laws and regulations. Any violations thereof shall be attributed to the Resort or Retail Liquor Licensee. permit holder to ensure that no sales are made to any person under the age of twenty one (21) years.~~

~~(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 853 § 7, 2007; Ord. 823 §1, 2006; Ord. 714 § 1, 2002.)~~

#### 6.50.020 Malt Beverage Permits. Repealed.

~~A. A malt beverage permit may be issued to any responsible person or organization, qualified by W.S. 12-4-103 (a)(vii), for the sale of malt beverages only 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 beverages be sold or consumed off the premises authorized by the permit.~~

~~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 (1) twenty four (24) 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 (12) malt beverage permits for sales at the same premises in any one (1) 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 by the Town Council without notice of application 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 (24) hour period.~~

~~(Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 969 § 2, 2010; Ord. 853 § 7, 2007; Ord. 697 § 1, 2002; Ord. 90 § 4, 1965.)~~

**Chapter 6.60**  
**NONRENEWAL, SUSPENSION, AND REVOCATION**  
**OF LICENSES AND PERMITS**

**Sections:**

**6.60.010 Grounds for Denying Renewal of License or Permit.**

**6.60.020 Grounds for Suspension and/or Revocation.**

**6.60.010 Grounds for Denying Renewal of License or Permit.**

- A. A license or permit shall not be renewed or transferred if such renewal or transfer violates Title 12 of the Wyoming State Statutes, as amended, or the Jackson Municipal Code. the governing body finds from evidence presented at the hearing required under Wyoming Statutes § 12-4-104, as amended, any of the conditions found under Wyoming Statutes § 12-4-104(b) or violations of subsection C of this section.
- ~~B.~~ The holder of an expired annual license, or one due for expiration, has a preference right to a renewal of that license for the same location, but such preference exists only to the extent explicitly authorized under Wyoming Statutes § 12-4-104(c), as amended. No other preference rights are authorized or recognized by the Town. The preference right granted under this section shall expire thirty (30) days after the expiration date shown on the most recently issued license or permit.
- ~~C.B.~~ The following ~~actions~~, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:
1. Failure of the Licensee ~~holder~~ to comply with any provisions of state liquor law or this Title chapter;
  2. ~~Three (3) or more convictions by the license holder and its employees in any calendar year for sale of alcohol to underage persons;~~
  3. ~~2.~~ Failure of the Licensee ~~holder~~ to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or any code compliance officer;
  4. ~~3.~~ A pattern (i.e. three (3) or more in one (1) calendar year) of failing to report incidents of illegal acts upon the Licensee's assault and battery, disorderly conduct, sexual assault, discharge of firearms, or any other illegal act upon the premises which results in injury to persons or property, and which the license Licensee holder knew, or should have known about. A "pattern" for purposes of this section is defined as three (3) or more incidents in any twelve (12) month period;
  5. ~~Conviction of any nonprocedural violation of state or local liquor laws.~~
  6. ~~4.~~ Failure to provide education materials to its employees on Wyoming liquor laws and the duties associated with the prevention of service of alcohol to minors. The business shall have the ability to provide this educational information in any format they wish. Failure of the Licensee to comply with Section 6.40.055 Alcohol Server Staff Training Required;
  7. Failure of Initial initial, consecutive, and/or cumulative compliance checks conducted pursuant to Wyoming Statute § 12-6-103, as amended. failures. Should a business fail

- ~~an initial, consecutive, or cumulative compliance check as outlined below and conducted by law enforcement for the purposes of checking compliance with Wyoming liquor laws, in addition to constituting a basis for nonrenewal;~~
- ~~8. a. On the first compliance check failure, the business shall be required to have the employee failing the compliance check attend a four (4) hours TIPS (Training for Intervention Procedures) or RBST (Responsible Beverage Server Training approved by the Jackson Police Department or the Wyoming Liquor Division) training within thirty (30) days of failing the compliance check.~~
- ~~9.5. b. On the second consecutive compliance check failure or a second compliance check failure within a twelve (12) month period, the business shall be required to have all of its employees who serve alcohol attend a four (4) hours TIPS/RBST (approved by Jackson Police Department or Wyoming Liquor Division) training within forty-five (45) days of failing the compliance check.~~
- ~~10.6. Failure to comply with the Plan of Operations set forth in the license application, or as amended, shall be grounds for non-renewal of the license by the Town Council.~~

#### **6.60.020 Grounds for Suspension and/or Revocation.**

- ~~A. Wyoming Statute § 12-7-103 authorizes the Town to suspend a liquor license or permit if the licensee has not paid sales taxes. The determination that a licensee has not paid sales taxes will be determined by the State Liquor Division, with the Wyoming Department of Revenue.~~
- ~~B. After receiving a certified order from the Liquor Division that a licensee or permittee owes sales taxes to the state, the Town Clerk will notify the licensee or permittee by certified mail if the Town intends to hold a hearing on whether the license or permit should be suspended.~~
- ~~C. The suspension hearing will be conducted under rules adopted by the Town. The Liquor Division's order of delinquency and all evidence presented at the Liquor Division's hearing will be admitted and considered prima facie evidence of licensee's or permittee's tax delinquency.~~
- ~~D. In the event a license or permit is suspended in accordance with this section, the holder of the license or permit may appeal the suspension in accordance with the provisions of Wyoming Statute § 12-7-103, as amended.~~
- ~~E. The suspension of the license or permit shall remain in effect until either the governing body lifts the suspension, a court of competent jurisdiction lifts the suspension, or the Town Clerk receives certified notice from the state that the sales tax liability has been satisfied.~~
- ~~F. When a liquor license holder has acted in violation of this chapter, the Town may take action pursuant to Wyoming Statute § 12-7-201, as amended, seeking suspension or revocation of the license or permit. Any revocation procedures of a license or permit will be in accordance with Wyoming Statute § 12-7-101 through § 12-7-201. Such action shall be in addition to any other penalties which may accrue to the license holder for violation of Chapter 6.70 of this title.~~

~~G.A.~~ The following actions, whether one (1) or more, shall be a basis for the Town Council to suspend a liquor license and/or for the Town Council to initiate revocation proceedings. Revocation proceedings will be in accordance with W.S. § 12-7-201, as amended.

~~H. In addition to the penalty provided by this code or state law, excessive drinking or disorderly conduct, or consecutive and cumulative compliance check failures as outlined below may be cause for the initiation of suspension and/or revocation procedures.~~

1. Failure by a Licensee, or an agent or employee thereof, of three (3) compliance checks conducted pursuant to W.S. § 12-6-103, as amended, within a twelve (12) month period. The suspension will be carried out within the current liquor license year and be for ten (10) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.

2. Failure by a Licensee, or an agent or employee thereof, of five (5) compliance checks conducted pursuant to W.S. § 12-6-103, as amended, within a twenty-four (24) month period. The suspension will be carried out within the current liquor license year and be for thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.

~~1. If a business fails a third consecutive compliance check or a third compliance check in a twelve (12) month period, the business shall be subject to suspension for a minimum of one hundred twenty (120) days and shall be subject to revocation proceedings.~~

~~If a business fails five (5) compliance checks in a twenty-four (24) month period, the business shall be subject to suspension for a minimum of one hundred fifty (150) days and shall be subject to revocation proceedings.~~

2.3.A pattern of failing to report incidents of excessive drinking and/or disorderly conduct on the licensed premises. The suspension will be carried out within the current liquor license year and be for five (5) consecutive calendar days, and/or the Town Council may initiate revocation proceedings. A “pattern” for purposes of this section is defined as three (3) or more accounts of failing to report incidents in any twelve (12) month period.

3. Making materially false statements on or the submission of materially false documents within the State of Wyoming liquor license application and/or the Town of Jackson liquor license application packet. The suspension will be carried out within the current liquor license year and be for thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings. It is unlawful for any person to knowingly submit false information or false facts as true, on an application for any license or permit authorized by this chapter. Each application submitted shall be affirmed as being true and correct to the best of the applicant’s knowledge.

~~4. If, in the opinion of the Town Attorney, a licensee or permittee has violated subsection (A) above, the Town Attorney may request the governing body to take action pursuant to Wyoming Statute § 12-7-101, § 12-7-102 or § 12-7-201 to suspend or revoke the applicable license or permit.~~

5. Three (3) or more substantiated violations of any the provisions of Title 12 of the Wyoming State Statutes, as amended, or the Jackson Municipal Code or a combination of the two in any twelve (12) month period. The suspension will be carried out within the current liquor license year and be for thirty (30) consecutive calendar days, and/or the Town Council may initiate revocation proceedings.

I.B. In the event a suspension occurs:

1. The Town Clerk shall send a suspension notice to the Licensee by electronic-mail (delivery receipt) and certified postal mail ~~one copy of each of the suspension notices to the last known address on file, of the license of permit holder and to the Director of~~ with copy to the Wyoming Liquor Division of the State of Wyoming; and Chief of Police.
  2. The Licensee shall either remove all of the alcoholic liquor and malt beverages from the licensed premises or secure the alcoholic liquor or malt beverages in a manner approved in writing by the Chief of Police or designee. The method of securing this inventory shall be approved at least 72-hours before the suspension begins, when a suspension is set to begin on a certain date in the future.
  2. ~~The Town Clerk shall post one (1) copy of the suspension notice at on the licensed premises on or about the first day of the suspension period. or permitted premises;~~
  3. ~~Immediately upon the posting of the suspension notice, T~~the sale, offering to sell, distribution, or traffic of alcoholic liquor or malt beverages is unlawful during the suspension.; ~~and,~~
  4. ~~3. The licensee or permittee shall either remove all of the alcoholic liquor and malt beverages from the licensed premises or secure the alcoholic liquor or malt beverages in a manner approved in writing by the Chief of Police or his/her designee.~~
- (Ord. x § 1, 2019; Ord. 1185 § 1, 2017; Ord. 1173 § 1, 2017; Ord. 853 § 8, 2007.)

## Chapter 6.70 VIOLATIONS

### Sections:

**6.70.010 Violations.** ~~(Repealed. Ord. x, 2019)~~

**6.70.010 Violations.** Repealed.

~~A. The governing body shall not issue a license or permit to any person or organization violating this title.~~

~~B. Excessive drinking of alcoholic liquor and malt beverages in any place licensed under this title shall not be permitted by the licensee.~~

~~(Ord. x § 1, 2019; Ord. 853 § 9, 2007.)~~

## Chapter 6.90 PENALTY FOR VIOLATIONS

### Sections:

#### **6.90.010 -General Penalty for Violations.**

#### **6.90.020 Compliance Check Failures.**

#### **6.90.010      General Penalty for Violations**

A. Any person who violates any provisions of this Title for which violation no specific penalty is provided is guilty of a misdemeanor and upon conviction thereof shall be punished according to Section 1.12.010 of this code.

A.B. The provisions of this Title are cumulative and shall not be construed as preventing the Town of Jackson or the Wyoming Liquor Division from suspending or revoking a liquor license and/or filing criminal charges in any case authorized by law.

#### **6.90.020      Compliance Check Failures.**

A. On the first compliance check failure, the inhouse manager and the employee who failed the compliance check is required to attend an in-person Training for Intervention Procedures (TIPS) training session conducted by the Jackson Police Department within thirty (30) days of the failed check.

1. The Licensee must provide the Jackson Police Department with the certificates of successful completion within one (1) week of completing the training.

B. On the second consecutive compliance check failure, or a second compliance check failure within a twelve (12) month period, a member of the Licensee, or an officer or director thereof who is listed on the liquor license application and the employee who failed the compliance check is required to attend an in-person Training for Intervention Procedures (TIPS) training session conducted by the Jackson Police Department within forty-five (45) days of the failed check.

1. The Licensee must provide the Jackson Police Department with the certificates of successful completion within one (1) week of completing the training.

(Ord. x § 1, 2019; Ord. 853 § 10, 2007; Ord. 90 § 14, 1965.)

### **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 \_\_ DAY OF \_\_, 2019.

PASSED 2ND READING THE \_\_ DAY OF \_\_, 2019.

PASSED AND APPROVED THE \_\_ DAY OF \_\_, 2019.

TOWN OF JACKSON

BY: \_\_\_\_\_  
Pete Muldoon, Mayor

ATTEST:

BY: \_\_\_\_\_  
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 8 of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Sandra P. Birdyshaw, Town Clerk

**From:** [Jodie Pond](#)  
**To:** [Sandy Birdyshaw](#)  
**Cc:** [Deidre Ashley](#); [Trudy Funk](#); [Beverly Shore](#)  
**Subject:** Letter from the Community Prevention Coalition of Teton County  
**Date:** Wednesday, December 11, 2019 2:58:18 PM  
**Attachments:** [CPCTC Letter Town of Jackson 12-11-19.pdf](#)

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Sandy,

Attached please find a letter from the Community Prevention Coalition of Teton County regarding the Liquor License update. A few members from the Coalition plan on attending the 2nd reading of the update to the code.

Thank you,  
Jodie Pond

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Jodie Pond, MPH, MCHES  
Director of Health  
Teton County Health Department  
460 East Pearl Avenue  
PO Box 937  
Jackson, Wyoming 83001  
[jodie.pond@wyo.gov](mailto:jodie.pond@wyo.gov)  
(307) 732-8461 Office  
(307) 699-7545 Cell  
(307) 733-8747 FAX  
[www.tetoncountywy.gov](http://www.tetoncountywy.gov)



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E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.



December 11, 2019

**Re: Responsible Beverage Server Training**

Dear Mayor Muldoon and Town Council Members:

We are writing on behalf of the Community Prevention Coalition of Teton County in support of the updating Municipal Code Title 6 Liquor Licenses and Permits. We thank you for your work on this issue.

We would like you to consider the following to either the liquor code update or the special event application:

1. Require large special events to require alcohol servers to attend in person or web-based responsible beverage server training. Not only do we want to assure underage individuals are not served, we are also concerned about people being overserved at community events. According to the Prevention Needs Assessment (PNA), High School and Middle School students were asked in the past year (12 months), have you been to any community events where adults were drunk or intoxicated. In Teton County 78.09% of teens answered yes to this question. This was up from 60.18% in 2016. Other data includes the following: In the past year (12 months), have you been to any community events where adults were drinking alcohol? 87.07% of Teton County teens reported yes to this question. Many of the data sets from the PNA suggests Teton County has higher rates of "Alcohol in the Community" compared to Wyoming. Further data can be explored at [pnasurvey.org](http://pnasurvey.org)
2. Require event organizers to offer non-alcoholic options to event patrons. Offering non-alcoholic options give those who do not drink alcohol, alternatives to alcoholic beverages. In addition, having non-alcoholic drinks allows patrons to have options throughout the event. Offering non-alcoholic drinks at community events will go a long way in creating healthy community norms for our children.

Thank you for considering our request.

Sincerely,

A handwritten signature in blue ink that reads "Deidre Ashley". The signature is written in a cursive style with a large, stylized 'D' and 'A'.

*Trudy B. Funk*

Trudy Funk and Deidre Ashley, Co-Chairs  
Community Prevention Coalition of Teton County

## ORDINANCE M

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CORPORATE LIMITS OF THE TOWN OF JACKSON; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT AS A PART OF THE COMMERCIAL RESIDENTIAL (CR-3) ZONING DISTRICT WITHIN THE SCENIC RESOURCES (SRO) AND NATURAL RESOURCES OVERLAY (NRO) DISTRICTS; AMENDING THE CORPORATE LIMITS OF THE TOWN OF JACKSON; AND PROVIDING FOR AN EFFECTIVE DATE.

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

### SECTION I.

The Town Council of the Town of Jackson having received a Petition for Annexation of certain real property at 1150 West Highway 22, located adjacent to the corporate limits of the Town of Jackson.

Pursuant to the terms and conditions of Wyoming Statute §15-1-403; a public hearing being held on said Petition at the regularly scheduled meeting of the Town Council on December 2, 2019, and the Town Council having found that the area considered for annexation complies with W.S. § 15-1-402, the property lying contiguous with and adjacent to the Town of Jackson, County of Teton, State of Wyoming, is hereby added to, taken in and made a part of the Town of Jackson, County of Teton, State of Wyoming, said land being more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof.

### SECTION II.

On the taking effect of this Ordinance, the corporate limits of the Town of Jackson and boundary lines thereof shall show and include the above-described property as being within a portion of said Town.

### SECTION III.

The Official Zoning District Map of the Town of Jackson is hereby amended to include the property described in Exhibit A in the Commercial Residential (CR-3) classification within the scenic resources and natural resources overlay districts. If subject to the scenic resources overlay (SRO) and/or natural resources overlay (NRO) designations on the current Teton County zoning map, said designation shall also apply after the property is annexed into the Town.

### SECTION IV.

The Town Clerk of the Town of Jackson is hereby authorized and directed to file a certified copy hereof with the County Clerk of Teton County, Wyoming, and with the Secretary of State of the State of Wyoming.

### SECTION V.

This Ordinance shall take effect from and after the date of its publication following approval and adoption.

PASSED 1ST READING THE \_\_\_\_ DAY OF \_\_\_\_, 2019.

PASSED 2ND READING THE \_\_\_\_ DAY OF \_\_\_\_, 2019.

PASSED, APPROVED, AND ADOPTED THE \_\_\_\_ DAY OF \_\_\_\_, 2020.

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 & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_ day of \_\_, 2020.

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 M - Exhibit A

PIDN 22-41-16-32-1-00-047

A parcel of land located in the SW¼ NE¼ Section 32, T41N, R116W, 6<sup>th</sup> P.M., Teton County, Wyoming, and more particularly described as follows:

Beginning at the north corner of Parcel 2 marked by a 5/8 inch diameter rebar with cap inscribed "PLS 3831", at the intersection of the south line of that tract of record in Book 7 Deeds Page 162 in the Office of the Clerk of Teton County, Wyoming, and the west Right-of-Way line of Wyoming State Highway 22, said Right-of-Way being described in that instrument of record in Book 6 of Mixed Records Page 50;

Thence southerly along said Right-of-Way following a curve to the left having a radius of 1004.90 feet and an arc length of 225.59 feet, being subtended by a chord of S 40° 49' 12"E, 225.11 feet to an intersection with the north line of the "Teton Gables" parcel as shown on that Map of Survey T-33C on record in said Office;

Thence along the north line of said "Teton Gables" parcel S 52°53'21"W, 5.88 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164" and appropriate details;

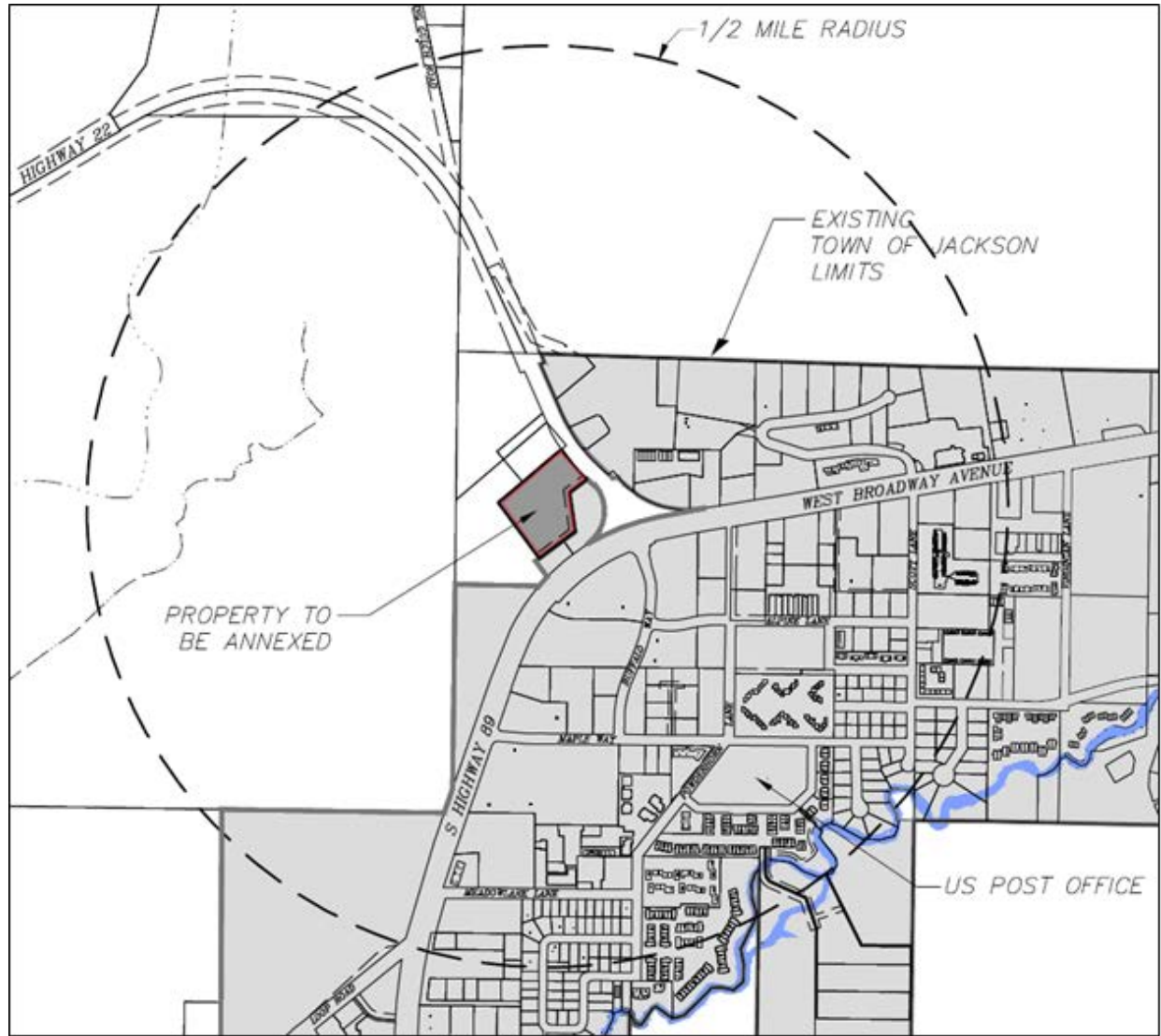
Thence continuing along said north line S 52°53'21"W, 120.61 feet to a 2½ inch diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164" and appropriate details;

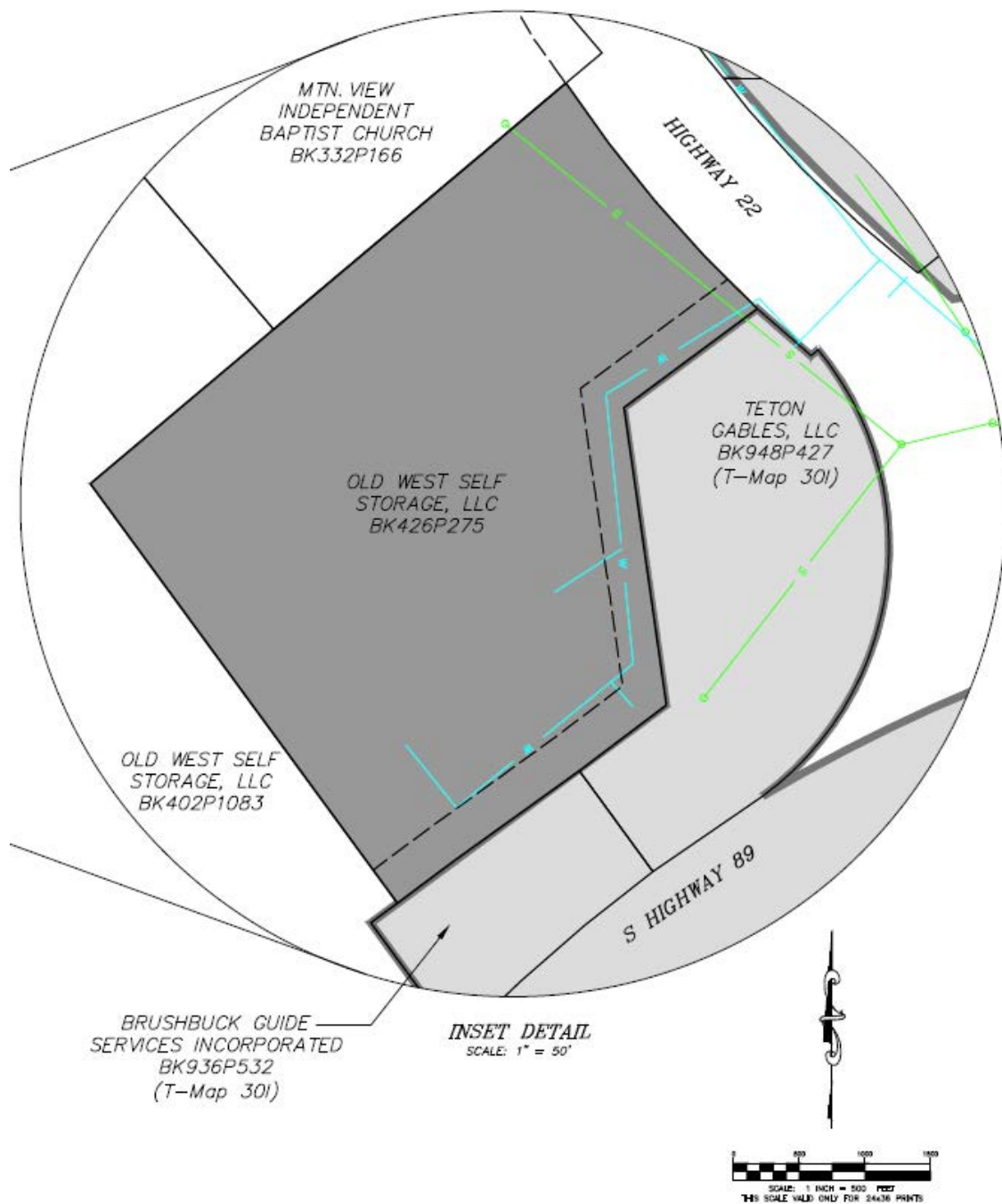
Thence along the west line of said "Teton Gables" parcel S 08°35'45"E, 67.72 feet to a point;

Thence along the northeasterly line of "Parcel 2B" N 38°29'15"W, 274.99 feet to a point on the south line of that tract of record in Book 7 Deeds Page 162 in the Office of the Clerk of Teton County, Wyoming;

Thence along said south line, N 49°23'04"E, 151.14 feet to the Point of Beginning.

Excepting therefrom the northeasterly 50 feet of said tract parallel to the south edge of State Highway 22.





Old West  
Self Storage





# TOWN OF JACKSON

## AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:**

**PRESENTER:** Roxanne Robinson

**MEETING DATE:** February 4, 2019

**SUBJECT:** Indigenous Arts and Culture Festival Funding Request

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### STATEMENT/PURPOSE

The Town Council approves all funding requests either through budget adoption, through amendments, or through individual requests.

### BACKGROUND/ALTERNATIVES

The Indigenous Arts and Cultures (NIAC) Festival organizers have been in contact with Mayor Pete Muldoon regarding their upcoming event being held in Jackson at the Center for the Arts on May 28-31, 2020. The event includes cultural workshops, media presentations, panel discussions and a keynote speaker. The organizer is hoping to make the event free to the public and is requesting funding in the amount of \$10,000 from the Town of Jackson for the event. The letter of request is attached to this staff report and a contract for services would be necessary.

Should the Town Council choose to provide funding for this event, the Town Manager has identified available funding in the Community Initiatives budget to cover the cost for this sponsorship. This line item as \$15,500 in it for the fiscal year and this funding would leave \$5,500 remaining in the account.

The Council has several options:

1. Approve the funding request for the NIAC Festival in the amount of \$10,000 and direct the Town Attorney to prepare a contract for services for this sponsorship.
2. Discuss the request and fund a different amount or continue the discussion to a future meeting.
3. Make a motion to approve and vote against the request, thereby denying the request.
4. Take no action.
5. Other

### COMPREHENSIVE PLAN ALIGNMENT

This event is in alignment with Principle 6.2 – Promote a stable and diverse economy and more specifically Policy 6.2.a: Enhance tourism as the basis of the economy. This section discusses the need for cultural tourism and this event specifically focuses on indigenous culture. This event is not related to a carnival or similar type of event and is more geared towards cultural education and outreach.

### STAKEHOLDER ANALYSIS

The stakeholders involved in this issue include the residents and guests to our community that will attend this event, the businesses in the community that may benefit from tourism as a result of this event, neighbors surrounding the Center for the Arts where the event will be held, and those participants and vendors coming to the community for the event. Stakeholders also include residents of the community and neighbors that may be concerned about an additional event that impacts parking, traffic, and congestion.

### FISCAL IMPACT

The fiscal impact of sponsoring this event is a direct cost of \$10,000 in sponsorship fees. There may be some indirect positive fiscal impacts related to increased hotel occupancy and sales tax collected as part of any sales at the event or from guests to the community shopping and eating while at the event.

### STAFF IMPACT

The staff impact associated with this event includes the administrative time needed by the legal team to prepare a contract, time on the part of the Town Clerk in getting the contract executed, scanned, and filed, time used by staff preparing staff reports for Council consideration. Even though this is an additional special event, staff believes there would not be an additional impact on law enforcement as part of this event. The special event would need to be processed separately from the funding request. Total staff impact may be 3-4 hours.

### LEGAL REVIEW

Should the Town Council approve the request, the Town Attorney would need to prepare a contract for services.

### ATTACHMENTS

Letter of request.

### RECOMMENDATION

Staff makes no recommendation on this additional special event.

### SUGGESTED MOTION

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

I move to approve the funding request for the NIAC Festival in the amount of \$10,000 and direct the Town Attorney to prepare a contract for services for this sponsorship.

## **1<sup>st</sup> Annual Indigenous Arts and Cultures Festival**

Event Dates: May 28-31, 2020

Prepared For: Town of Jackson City Council

Request: \$10,000 in event funding

### Event Overview:

Hosted by the Wind River Foundation, the Indigenous Arts and Cultures (NIAC) Festival is designed to be an interactive multi-day event with the goal of both exploring and celebrating the cultural resilience of tribal people and societies who are indigenous to this land, while actively dispelling simplifications and stereotypes. This will be accomplished through tangible public experiences, cultural workshops, varied media presentations, meaningful panel discussions, and a truly relevant keynote speaker of high demand.

It is our hope that, with financial support from a variety of partnering organizations, all elements of this event will be free to the public.

### Event Details:

The NIAC Festival will be comprised of a variety of different components designed to attract attendees from across Jackson Hole's broad demographic base.

An Indigenous Art and Culinary Market will be located in the Park Space at the Center for the Arts, featuring regional and national indigenous artisan booths, indigenous chef presentations, and performance artists. The authenticity of this element of the event is of the utmost importance, as it will be highly visible to the public and poses the potential for exceptional growth over the years. Artisans from around the West will be hand-picked and invited to attend, with expenses covered and a stipend offered for attendance. This unusual format for a market will ensure that the event is of value to those participating, and creates a platform for education in addition to sales.

In partnership with the Teton Science Schools, several cultural awareness workshop options will be available throughout the week leading up to the Festival. While these workshops will target educators, registration will be open to the public. Specifics of these workshops will be dictated by interest and registration levels.

In conjunction with Wyoming PBS, two film screenings will be offered, most likely on Thursday and Friday evenings. "Home From School" is the story of Northern Arapaho youth and elders who travel to the Carlisle boarding school in Pennsylvania to retrieve the remains of their children who were sent and died there. The film follows their story, as they bring their children home to repatriate their remains among their people. The NIAC Festival screening will be the premiere of this film. "The Art of Home: A Wind River Story" is a documentary which examines the role of artistic expression in Wyoming's Northern Arapaho and Eastern Shoshone tribes of the Wind River Reservation. Panel discussions will be hosted in conjunction with each film screening. Topics submitted to the Wind River Foundation (WRF) board of directors for approval include: Historical and Cultural Trauma and the Boarding School Era; What is Cultural Appropriation and How Can it be Replaced; and Honoring Relationships and Fostering an Authentic Sense of Place.

On the evening of Saturday, May 30 a keynote presentation by US Poet Laureate Joy Harjo will take place in the Center Theater at the Center for the Arts. Ms. Harjo's presentation will be followed by a book signing.

It is our intent for the NIAC Festival to be an annual event. As the event grows and gains stability, each year will feature a key focus while still maintaining the multi-faceted approach to cultural awareness. We look forward to growing this event in the manner that makes the most sense for our unique community.

#### Request for Funding:

The Wind River Foundation is requesting that the Town of Jackson providing financial support of the NIAC Festival in the amount of \$10,000, to be paid upon event production.

These funds will ensure that:

- The NIAC Festival Arts & Culinary Market provides an authentic and accessible experience for all attendees, creating an atmosphere where art and food is the primary focus and success is not driven by market-goers making purchases
- Marketing and outreach for the festival is wide-reaching and representative of everything that the festival has to offer, representing the work of the Wind River Foundation alongside the goal of cultural awareness in our community
- Tribal members from the Wind River Reservation have full access to all aspects of the NIAC Festival, especially the keynote presentation

A detailed working event budget is available upon request.

The Wind River Foundation is in various stages of partnership with the following organizations to produce the NIAC Festival:

- Wyoming Cultural Trust Fund
- Wyoming Humanities Council
- Wyoming PBS
- Community Foundation of Jackson Hole
- Teton County Library
- Teton Science Schools
- Wonder Institute
- Art Association of Jackson Hole
- Slow Food in the Tetons

#### Contact:

Virginia Powell Symons

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[virginia@vibranteventsjh.com](mailto:virginia@vibranteventsjh.com)

[www.windriverfoundation.org](http://www.windriverfoundation.org)



# TOWN OF JACKSON

## AGENDA DOCUMENTATION

SUBMITTING DEPARTMENT: Legal

PRESENTER: Lea Colasuonno

MEETING DATE: January 6, 2020

SUBJECT: Town of Jackson Comment to the Federal Communication Commission

### STATEMENT/PURPOSE

The purpose of this item is for Council to consider filing comment with the Federal Communications Commission ("FCC") in response to the agency's request for comment on a proposed rule change related to the Town's pending petition in the FCC.

### BACKGROUND AND ALTERNATIVES

The Town has a cable franchise agreement with Bresnan Communications, locally known as Charter Communications ("Charter"), which provides television to the residents of Jackson. On February 2, 2018 at 5pm Charter terminated carriage of KPVI local broadcast station, an affiliate of NBC, resulting in a complete blackout of the channel so that neither the Superbowl nor the Olympics were viewable locally on resident's televisions. Charter removed the channel from its lineup without providing the notice the FCC requires to subscribers or the Town (the local franchise authority). Specifically, FCC rules require 30-day advance notice to subscribers and local franchising authorities before the removal of a channel from a cable operator's channel lineup. The genesis of the loss in programming was the breakdown of negotiations between Charter and Northwest Broadcasting, Inc.

In response, the Town filed a *Petition for Declaratory Ruling, Enforcement Order, and Further Relief For Violations of Sections 76.1603 and 76.309 of the Commission's Rules* in the FCC, an action it took along with ten other communities that suffered a similar program loss. The Town's *Petition* is still pending before the FCC today.

On February 6, 2018 Senior Vice President for Regulatory Affairs at Charter Communications sent a letter to the FCC Secretary requesting that "the Commission clarify that the 30-day advance notice requirement does not apply when a cable operator and . . . a broadcaster remain in carriage negotiations, even during the final 30 days of an agreement."

On December 12, 2019 the FCC issued a notice of proposed rulemaking ("NPRM") seeking comment on whether to change its rules concerning the 30-day advance notice cable operators must provide to subscribers and local franchise authorities for service or rate changes. Specifically, the change would affect Sections 76.1601 and 76.1603 and specifically that subscriber notice be changed from a 30-day mandatory timeline to "as soon as possible" when service changes occur due to retransmission consent or program carriage negotiations that fail within the last 30 days of a contract.

A comment to the FCC from the Town is particularly relevant and important because a violation of the existing notice provisions had a significant impact on the Town community; because the Town has an active *Petition* pending in the FCC on this issue against the company that requested the NPRM; and because the specific provisions that were violated are those at issue in the NPRM.

### COMPREHENSIVE PLAN ALIGNMENT

**Section 8. Quality Community Service Provision** "Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner."

- “Provision of life-safety, educational, social, cultural and recreational services is central to residents’ Quality of Life and a visitor’s experience . . . . Moreover, the community relies on the efficient, timely, and safe delivery of critical utilities and services, such as police, fire protection, emergency medical treatment, and water and sewer services. Residents, visitors and businesses expect local government to provide these services year-round and take appropriate and reasonable steps to prepare for critical service delivery in times of emergency.”

#### STAKEHOLDER ANALYSIS

Stakeholders include all residents and visitors to the Town that use Charter services.

#### FISCAL IMPACT

This fiscal impact of this item is 3 hours of the Town Attorney’s time.

#### STAFF IMPACT

The staff impact is minimal, lies mainly in the Legal Department, with minor consultation in the Administrative and Community Development Departments.

#### LEGAL REVIEW

Ongoing as needed.

#### ATTACHMENTS

- Draft FCC Comment

#### RECOMMENDATION

Staff recommends Council direct staff to file the attached draft comment with the FCC.

#### SUGGESTED MOTION

I move to direct staff to finalize and file the Town of Jackson comment to the FCC regarding its Cable Service Change Notifications, Modernization of Media Regulation Initiative, and Amendment of the Commission’s Rules Related to Retransmission Consent.

Before the  
Federal Communications Commission  
Washington, D.C. 20554

|                                                                          |   |                      |
|--------------------------------------------------------------------------|---|----------------------|
| In the Matter of                                                         | ) |                      |
|                                                                          | ) |                      |
| Cable Service Change Notifications                                       | ) | MB Docket No. 19-347 |
|                                                                          | ) |                      |
| Modernization of Media Regulation Initiative                             | ) | MB Docket No. 17-105 |
|                                                                          | ) |                      |
| Amendment of the Commission's Rules Related<br>to Retransmission Consent | ) | MB Docket No. 10-71  |

**COMMENTS OF JACKSON, WY**

The Town does not favor the rules change.

First, as noted in the NPRM, “carriage negotiations are often concluded within days—if not hours—of the expiration of existing agreements,” meaning changing notice to “as soon as possible” in the majority of cases will not afford customers the opportunity to obtain the programming elsewhere timely or affordably. Charter’s suggestion – also in the NPRM – that internet streaming options alleviate this is inaccurate and diversionary: 1) Internet streaming is not available or accessible to everyone, especially in rural communities, because not everyone has the technical know-how or connectivity to timely obtain internet access for the programming that went dark; 2) The programming at issue may not be available on the internet; 3) Internet speeds may not be fast enough to support stream, especially in rural communities; 4) Even where a household can obtain Internet connectivity adequate to support streaming (a) programming may not always be available via streaming, or may not be available except at a premium, and even then, may not be as reliable; and (b) the entity that provides high speed Internet in many communities is the operator; and 5) and perhaps most relevant, this is “outsourcing” cable operators’ responsibility – shifting the burden – to the internet providers and the customers. In our case, for which the Town has a pending petition before the FCC in 18-91, the programming that was lost included the Super Bowl and the Olympics. The company did not reduce basic service rates; and did not provide notice in time to allow for consumers to obtain alternatives.

Second, while there may be some merit to Charter’s suggestion that premature notices can sow “confusion,” the solution is not to stop providing notice: It is to provide clearer notice. The burden to let subscribers know of the possibility of the loss of programming should be – as Congress required – on cable operators; it is patently feasible to inform subscribers of the possibility of programming loss in a notice without sowing confusion. And doing so gives subscribers the information they need to individually weigh the significance of the loss of that programming against the risk that the loss may not happen or, as the FCC NPRM states, to “receive meaningful

information regarding their programming options so they can make informed decisions about their service.

Finally, we note that this is a change in rules, not a clarification. In our still-pending pleadings to the Commission, we pointed out that the notice the Commission now seeks to endorse is not permitted under existing rules, or the cases interpreting those rules. There is no justification for the change now.

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Town of Jackson Town Council

ATTEST:

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Sandra P. Birdyshaw, Town Clerk

## MEMORANDUM

TO: Mayor and Town Council  
FR: Larry Pardee, Town Manager  
DT: January 6, 2020  
RE: Town Manager's Report

### Solid Law Enforcement Work

The Jackson Police Department definitely displayed their tenacity and patience by working for 4 years with the US DEA and the Wyoming DCI with the recent drug related arrest in our community. As noted in the press release, it involved undercover work from members of our Police Department as well as hundreds of hours dedicated to this case. The criminal investigation primarily focused on the trafficking in illicit drugs across state lines, money laundering, and tax evasion. These crimes are significant with far reaching effects in our own small Jackson Hole community as well as other communities as far away as New York. We are fortunate enough to have a great team of qualified and dedicated officers in our Police Department.

### FY20 Comprehensive Annual Financial Report (CAFR) and FY21 Budget Schedule

The FY 20 CAFR was sent to each of you via email. If you have any questions about it, please do not hesitate to contact Larry Pardee, Town Manager, or Kelly Thompson, Finance Director.

Staff is currently working on the FY21 Budget meeting schedule to give the earliest heads up possible for the amount of time and dates of potential meetings. Staff hopes to have that draft information out to you in the next few weeks.