

Jackson Town Council Regular Meeting

July 19, 2021

6:00 PM

Town Council Chambers

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/88913292076?pwd=NCt3Vys2bU13d090OHdNaFdHZGlrZ09>

If the link does not work, join at zoom.com with Webinar ID **889 1329 2076** Password: **83001**

or join by phone **1.669.900.9128** with Webinar ID **889 1329 2076** and Passcode **83001**

II. OPENING

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

III. PUBLIC COMMENT

This section is reserved for comments from the public on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Council does not discuss, debate, or take action on issues raised or comments made under public comment. Council may refer items to staff for follow-up. If you would like to communicate with the Council during the meeting, please address them during open public comment, when public comment is called for on a specific item or send an email to Council@jacksonwy.gov.

IV. CONSENT CALENDAR

All matters listed in this section are considered to be of routine nature by the governing body and will be enacted in one motion, unless it is removed from the consent calendar and considered separately by Council. Public comment may be given on any item.

- A. Meeting Minutes
 - 1. July 6, 2021 Regular Meeting
- B. June Municipal Court Report
- C. Disbursements
- D. P21-143 Temporary Sign Permit TCSD Fall Festival
- E. P21-151 Temp Sign Permit Rally for Clean Water

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

- A. Administration
 - 1. Update Jackson Municipal Code Title 1 General Provisions (Lea Colasuonno)
- B. Housing
 - 1. 400 W. Snow King Proposal Award (April Norton) *Agenda documentation forthcoming.*
- C. Planning
 - 1. **Item P21-093:** TC Report Text Amendment Related to NL-5 Zone to Allow Subdivision of Lots for Deed Restricted Units (Tyler Valentine)

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

2. **Item P21-118:** Final Plat 645 S. Cache (Katelyn Page)

D. Public Works

1. **Public Hearing:** Snow King Chair Project (Johnny Ziem)

VI. RESOLUTIONS

A. **Resolution 21-22:** Accepting FAA Grant to Reconstruct Runway 1/19 (Phase III) (Lynsey Lenamond)

B. **Resolution 21-23:** A Resolution of Support for the WBC Grant Application for Summit Connector Chair Placemaking Project (Johnny Ziem)

VII. ORDINANCES

A. **Ordinance X:** Proposed Annexation of Portion of Roadway (presented for 3rd reading and designated #1282)

B. **Ordinance Y:** Proposed Annexation of Portion of Roadway (presented for 3rd reading and designated #1283)

C. **Ordinance Z:** Proposed Annexation of Portion of Roadway (presented for 3rd reading and designated #1284)

D. **Ordinance A:** Proposed Annexation of One Parcel (presented for 3rd reading and designated #1285)

E. **Ordinance B:** Amending Jackson Municipal Code Title 6 (presented for 3rd reading and designated #1286)

VIII. MATTERS FROM MAYOR AND COUNCIL

A. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

X. ADJOURN

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

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

July 6, 2021

JACKSON, WYOMING

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

TOWN COUNCIL: *In-person:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter and Jim Rooks. *via Zoom:* None. Jessica Sell Chambers was absent.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne Robinson, Paul Anthony, Johnny Ziem, Floren Poliseo, Michelle Weber, Michael Palazzolo, and Lynsey Lenamond.

Mayor Hailey Morton Levinson led those in attendance in the Pledge of Allegiance. New employees Paul Jacobson and Kyle Badura were introduced.

Public Comment. None.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve the consent calendar including items A-D as presented with the following motions. There was no public comment on the consent calendar.

A. Meeting Minutes. To approve the meeting minutes as presented for the June 21, 2021 special workshop and the June 21, 2021 regular meeting.

B. Disbursements. 842-NCPERS GROUP WYOMING \$96.00; ACE HARDWARE \$709.34; ADVANCED GLASS TRIM, LLC \$300.00; ADVANCED INDUSTRIAL SUPPLY INC \$410.02; AFLAC \$2,584.63; AIRGAS INTERMOUNTAIN INC. \$113.39; ALPHAGRAPHICS \$492.56; ARCHITECTURAL BUILDING SUPPLY \$1,931.78; ARCHIVESOCIAL, INC. \$4,788.00; BESTDRIVE IDAHO FALLS \$3,040.00; BIG R RANCH & HOME \$149.88; BISON LUMBER \$47.89; BLUE SPRUCE CLEANERS, INC \$6.40; BRIGGS, ERIC L \$6,087.85; CARQUEST AUTO PARTS INC. \$554.18; CASELLE INC. \$1,744.00; CENTURYLINK \$2,049.19; CIVICPLUS \$23,380.00; CNA SURETY \$609.50; CONTROL SYSTEM TECHNOLOGY, INC. \$6,127.00; COPYWORKS, LLC \$47.00; CREATIVE ENERGIES, LLC \$593.75; CRYSTAL CREEK CAPITAL \$323,144.75; DELCON INC \$7,705.68; E.R. OFFICE EXPRESS \$633.02; ELECTRICAL WHSLE SUPPLY CO INC \$106.67; ENERGY LABORATORIES INC. \$307.00; ETCHED IN STONE \$800.00; EVANS CONSTRUCTION INC \$133,248.55; EXPOSURE SIGNS INC \$475.00; FALL RIVER PROPANE \$3,797.29; FEUZ EXCAVATION & TRUCKING LLC \$4,444.15; FIRE SERVICES OF IDAHO \$15,292.93; FITZGERALD, TODD \$3,520.00; FLEETPRIDE \$1,893.25; FREDERICK LANDSCAPING \$1,871.66; GABLE, MICHAEL \$80.00; GILLIG LLC \$8,468.23; GRAFIX SHOPPE INC. \$502.07; H2O PRO DIAGNOSTICS \$7,473.00; HD FOWLER COMPANY \$1,103.18; HIGH COUNTRY LINEN \$1,545.07; HOLE FOOD RESCUE \$5,000.00; HUNT CONSTRUCTION INC \$12,930.00; ICMA MEMBERSHIP \$1,260.21; IDAHO FALLS PETERBILT \$190.00; IDAHO STATE TAX COMMISSION \$3,346.00; IDAHO TRAFFIC SAFETY, INC. \$19,592.80; INTERSTATE BATTERY \$1,480.40; JACKSON CURBSIDE INC. \$1,375.00; JACKSON HOLE LAW, PC \$1,501.50; JACKSON HOLE NEWS & GUIDE \$6,622.66; JACKSON HOLE PUBLIC ART \$1,240.00; JACKSON LUMBER INC \$1,117.64; JACKSON PAINT AND GLASS, INC. \$1,743.45; JORGENSEN ASSOCIATES, PC \$5,826.28; KELLERSTRASS ENTERPRISES, INC \$56,831.47; LANGUAGE TESTING INTERNATIONAL, INC \$624.00; LEONHARD, SEAN \$1,385.86; LEPCO \$275.00; LOCAL GOV'T LIABILITY POOL \$70,643.00; LOGICAL LANDSCAPING.COM \$1,974.50; LONG BUILDING TECHNOLOGIES INC. \$1,307.85; LSC TRANSPORTATION CONSULTANTS, INC \$3,502.50; MACY'S SERVICES \$2,042.75; MEAGHER, KEVIN \$14.83; MIKE'S BODYSHOP INC. \$2,669.89; MILLER SANITATION \$15,799.00; MOBILITY FOREFRONT LLC \$35,000.00; MORILLON-ARELLANO, SHELLIE \$787.28; MOUNTAIN ELECTRICAL \$837.87; NAPA AUTO PARTS INC. \$53.06; NELSON ENGINEERING \$12,504.45; NTS CONSOLIDATION, LLC \$1,428.00; OBSIDIAN CLIFF, LLC \$63.00; ONE 22, INC. \$20,625.00; ONE CALL OF WYOMING \$458.25; OTIS ELEVATOR COMPANY \$3,150.72; PLATT \$26.61; POLISEO, FLOREN \$34.72; PORCUPINE NURSERY, INC \$1,428.50; PROFORCE LAW ENFORCEMENT \$2,325.00; PROTHMAN \$6,833.34; QUINTERO, KATERINE \$74.00; RHOADES, STEPHEN \$92.00; RON'S TOWING \$200.00; ROSS CONCRETE CONST LLC \$1,136.50; RUSSELL \$865.00; SB EQUIPMENT RENTALS, LLC \$490.00; SCOTT, LEE ANNA \$130.00; SHERWIN-WILLIAMS CO. \$2,481.99; SILVER CREEK SUPPLY \$8.38; SNAKE RIVER ROASTING \$200.35; SPSC POA - SOUTH PARK SERVICES CTR POA \$2,700.81; ST JOHN'S HOSPITAL \$210.00; STINKY PRINTS, INC \$1,617.83; SUNRISE ENVIRONMENTAL \$180.51; TETON COUNTY FAIR \$60,200.00; TETON COUNTY SHERIFF'S OFFICE \$299.50; TETON COUNTY TRANSFER STATION \$172.00; TETON MOTORS INC \$47,566.82; TETON YOUTH & FAMILY SERVICES \$90,640.00; THOMSON WEST \$8.94; TIRNOVAN, ANCA \$250.00; TMSC LLC \$12,825.00; UHL, ANGIE \$332.61; W.A.R.M. PROPERTY INSURANCE \$283,518.27; WELLS, CALEB \$155.00; WESTERN STATE \$627.75; WESTWOOD CURTIS \$91,912.50; WHITE GLOVE CLEANING, INC. \$48.50; WOOD ENVIRONMENT & INFRASTRUCTURE \$919.50; WY CHILD SUPPORT ENFORCEMENT \$293.52; WY WORKERS' SAFETY & COMP \$6,507.82; WYOMING BUSINESS ALLIANCE \$400.00; WYOMING RETIREMENT SYSTEM \$110,905.26; WY-TEST \$270.00; XYLEM CCI \$2,477.17

C. Temporary Sign Permit National Museum of Wildlife Art. To approve the temporary banner in conjunction with National Museum of Wildlife Art-Valued Species Exhibit 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 is approved for the following location: 105 Buffalo Way, Albertsons during: July 25 – August 7, 2021.

D. Traffic Study Contract for Snow King and Gregory Lane. To approve the contract with Cambridge Systematics, Inc., in the amount of \$73,134.00 and authorize the Mayor to sign the approved agreement.

The vote showed 4-0 in favor and the motion carried.

Virtual Meeting Participation. Roxanne Robinson and Lea Colasuonno made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by

Jonathan Schechter to require the Town Council to return to in person meetings effective immediately and also: 1. Suspend portions of Chapter II, Section 7.a, *Addressing the Town Council*, of the Town Council's Rules and Procedures to continue to allow members of the public to participate remotely via audio in any regular, special, or emergency meetings; and 2. Suspend portions of Chapter II, Section 7.a, *Addressing the Town Council*, of the Town Council's Rules and Procedures to continue to allow applicants and presenters the option to present remotely at any regular, special, or emergency meetings; and that they 3. Suspend portions of Chapter II, Section 3, *Quorum*, such that the ability for a Councilmember to participate, vote, and be counted in the quorum of the Council or a staff member to participate be allowed only with the approval of the Mayor for each individual meeting where such a request is made and; and 4. Direct staff to include these amendments on a permanent basis in the next update of the Council Rules and Procedures; and 5. Direct the Planning Commission, Design Review Committee, and Board of Examiners to operate in the same manner as outlined for Council meetings, and 6. Direct staff to bring back modifications as discussed this evening. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

WAM Resolutions – Consideration of Support. Larry Pardee and Lea Colasuonno made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to move to direct the Town WAM voting delegate to support the following proposed resolutions taking into account the discussions held this evening: 21-001, 21-002, 21-003, 21-004, 21-005, 21-006, 21-007, 21-008, 21-009, and 21-010. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Ordinances. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Ordinance X: An Ordinance Annexing to the City of Jackson, Wyoming Certain Real Property; Amending the Zoning District Map to Include the Annexed Property and Classify it Consistent with the Adjacent Zoning; and Providing for an Effective Date.

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

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance X, proposed annexation of a portion of roadway on second reading. Mayor Morton Levinson called for the vote. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Ordinance Y: An Ordinance Annexing to the City of Jackson, Wyoming Certain Real Property; Amending the Zoning District Map to Include the Annexed Property and Classify it Consistent with the Adjacent Zoning; and Providing for an Effective Date.

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

A motion was made by Arne Jorgensen and seconded by Jim Rooks to approve Ordinance Y, proposed annexation of a portion of roadway on second reading. Mayor Morton Levinson called for the vote. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Ordinance Z: An Ordinance Annexing to the City of Jackson, Wyoming Certain Real Property; Amending the Zoning District Map to Include the Annexed Property and Classify it Consistent with the Adjacent Zoning; and Providing for an Effective Date.

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

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance Z, proposed annexation of a portion of roadway on second reading. Mayor Morton Levinson called for the vote. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Ordinance A: An Ordinance Annexing to the City of Jackson, Wyoming Certain Real Property; Amending the Zoning District Map to Include the Annexed Property and Classify it

as a Part of the Neighborhood Low Density – 3 (Nl-3) District and Providing for an Effective Date.

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

A motion was made by Jim Rooks and seconded by Jonathan Schechter approve Ordinance A, proposed annexation of one parcel on second reading. Mayor Morton Levinson called for the vote. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Ordinance B: An Ordinance Amending And Reenacting Section 1 Of Ordinance Nos. 90, 90a, 172, 227, 375, 388, 389, 516, 544, 577, 569, 605, 987, 998, 1063, 1072, 1185, And 1245, Section 2 Of Ordinance Nos. 90a And 227, Section 3 Of Ordinance Nos. 90, 90a, 503, And 853, Section 6 Of Ordinance No. 853, Section 7 Of Ordinance No. 504, And Sections 8, 9, And 13 Of Ordinance No. 90; And Sections 6.10.010, 6.30.020, 6.30.030, 6.30.040, And 6.40.045 Of The Jackson Municipal Code Regarding Liquor Licenses And Permits And Providing For An Effective Date.

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

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance B amending the Jackson Municipal Code Title 6 at second reading. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried.

Matters from Mayor and Council. Lynsey Lenamond and Lea Colasuonno made staff comment. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to reappoint Damon Wilson, Jade Beus, and Mike Mielke to the Board of Examiners for a term of two years to expire July 31, 2023. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried. Council discussed valet parking, the Jackson Hole Historical Society, and Parks and Recreation.

Town Manager’s Report. Larry Pardee made staff comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to accept the Town Manager’s Report into the public record. Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried. The Town Manager’s Report contained information on the Retail and Bar and Grill Liquor License public hearing dates and the King Street Condos Project.

Adjourn. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to adjourn to an executive session to discuss personnel matters in accordance with Wyoming Statute 16-4-405(a)(ii) and to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii). Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor and the motion carried. The meeting adjourned at 7:01 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Lynsey Lenamond, Town Clerk
minutes:ll
Publish JH News & Guide: July 14, 2021

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT TO THE MAYOR AND TOWN COUNCIL
FOR THE MONTH OF JUNE, 2021**

During the month of June, the court received \$26,640 in fines, costs, and fees.
493 new cases were docketed: 398 parking citations, 95 summons
49 cases were dismissed: 18 parking violations

The abbreviations used below are: BF= Bond Forfeiture (includes \$10.00 court cost), GP=Guilty Plea and Fine, NC= No Contest,
G=Found Guilty at Trial, NG=Found Not Guilty at Trial,
R=Restitution, CS=Community Service, DP=Deferred Prosecution, D=Dismissed, D-TS= Dismissed with Traffic School,
DA=Deferred Adjudication

CLOSED CASES

<u>NAME</u>	<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
Baker, Arianna Caitlin	186002192AC	Careless driving	BF	240
Baker, Arianna Caitlin	186002193AC	Duty to give information and render aid	BF	250
Benson, Kell Byron	186002167AC	No display of current registration	BF	140
Blackburn, Joshua D	01007M	Marijuana: use and/or possession- MUST APPEAR	BF	250
Bland, Kyle Robert	186002030AC	Speed Limits Generally 42/30	BF	174
Buschow, Dallas D	186002044AC	Limitations on Backing	BF	100
Caesar, Robert	186002135AC	Aggressive or vicious animals	D, R	0
Carrera, Miguel	186002133AC	Speeding 47/35	D-Per the Town's motion	0
Casillas, Karen Melissa	186001876AC	Public intoxication-MUST APPEAR	D-Per the Town's motion	0
Chapman, Frank William	01457M	Speed Limits Generally 51/30	D-TS	0
Cheng, Hong Chi	186002208AC	Failure to Maintain Lane	BF	100
Chernoff, Max Joseph	186002045AC	Speed Limits Generally 39/25	BF	188
Cobb, Stirling William	186002137AC	Failure to maintain liability coverage	D-Provided valid information	0
Cook, Colman Bradford	186002136AC	Stop Sign Violation	BF	150
Corrie, Andrew Jackson	186002232AC	Speed Limits Generally 42/25	BF	209
Cox, Iain Charles	01232M	Following too Close	BF	100
Dalton, Nathan Boswell	186002091AC	Public intoxication	BF	110
D'andrea, Jeremy R	98170N	Public intoxication	BF	110
Dickey, Brian Matthew	186002191AC	MPH over limit Bond 38/25	BF	181
Everett, Alex M	186002148AC	Use of cell phone while driving prohibited	BF	75
Fowles, Rex Earl	186001897AC	Turning left at intersection	BF	90
Gallego, Michael Ryan	186002098AC	MPH over limit Bond 40/25	d-ts	0
Garamain, Adrian C	01504M	Operator's Permit Required	D-Per the Town's motion	0
Garcia Montiel, Denisha Marionette	186001964AC	Speed Limits Generally 40/30	BF	150
Gonzalez-martinez, Eva	186001543AC	Use of cell phone while driving prohibited	BF	75
Goodman, Sandra K	00854M	Following too Close	BF	75
Greiner, Garrett Lee	186002153AC	Public intoxication	D-Per the Town's motion	0
Hall, Dustin Robert	186001951AC	Speed Limits Generally 30/20	D-TS	0
Hattemer, Henry Alexander	186002084AC	Speed Limits Generally 48/30	BF	226
Hazen, Mary Phyllis	186002290AC	Failure to maintain liability coverage	D-Provided valid information	0
Hazen, Mary Phyllis	186002288AC	Failure to yield ROW approaching intersections	BF	100
Henze, Stephen Ralph	186002072AC	Stop Sign Violation	BF	150
Hermanson, Leslie	186002117AC	Failure to maintain liability coverage	D-Provided valid information	0
Hernandez Perez, Yesica	186001712AC	Turning left at intersection	BF	100
Hollingsworth, Mackenzie R	186001714AC	Public intoxication	BF	110
Hrycenko, Michael Paul	186002154AC	MPH over limit Bond 41/25	D-TS	0
Huseby, Zachary G	186002113AC	Failure to Obey Traffic Control Device	D-TS	0
Kaufman, Myra Palevsky	00986M	Public intoxication	BF	110
Leas, Bret E	186002085AC	Speed Limits Generally 46/30	BF	212
Maceachern, Emma G	98049N	Failure to maintain liability coverage	D-Per the Town's motion	0
Malai, Efimii	186002164AC	Operator's Permit Required	D-Per the Town's motion	0
Malai, Efimii	186002165AC	Vehicle Permit Required	D-Per the Town's motion	0
Mason, Leslie John	186001861AC	Stop Sign Violation	BF	140
Masone, Ronald	186002043AC	Speed Limits Generally 43/30	BF	181
Mcgregor, Aubreigh P.	01327M	Driving/Control of vehicle while intox	DA-in accordance with WSS 7-13-301	0
Mills, David Wayne	186001558AC	Failure to Obey Traffic Control Device	BF	140
Morua, Gregorio Asiel	186002068AC	No display of current registration	D-Per the Town's motion	0
Munguiaramirez, Victoria	186002138AC	No Insurance	D-Provided valid information	0
Nedumaran, Sivakumar	186001958AC	Speed Limits Generally 50/35	BF	195
Niro, Anthony Mark	186002286AC	Stop Sign Violation	BF	100
Nydam, Aaron John	186001673AC	Failure to yield ROW approaching intersections	D-TS	0
Oancea, Alexandru Constantin	00845M	Contributing to delinquency of minor- MUST APPEAR	BF	250
Panning, Matthew Ryan	186001550AC	MPH over limit Bond 39/30	BF	133
Pardee, Jaime Elizabeth	186002108AC	Use of cell phone while driving prohibited	BF	75

Parkin, Ted J	186001877AC	Speed Limits Generally 29/20	BF	30
Peightal, Daryl Mac	186002114AC	Driver & Passenger Req. to wear seat belt	BF	25
Pinksten, Robert W	186002042AC	Speed Limits Generally 40/30	BF	140
Pitman, Blake Douglas	01233M	Failure to maintain liability coverage	D-Provided valid information	0
Pitman, Blake Douglas	186002277AC	No display of current registration	BF	75
Quorsane, Crystal Dolores	186002059AC	Speed Limits Generally 52/30	D-TS	0
Reynolds, William Leonard	186002190AC	Failure to stop at a red light	BF	150
Rubin, Alexander F	186002176AC	Turning left at intersection	BF	90
Russell, Sarah F	03869L	Speed Limits Generally 46/30	BF	187
Schultz, Joshua David	01099M	Driving/Control of vehicle while intox	GP	750
Smith, Anna Douglas	186001927AC	Failure to Obey Traffic Control Device	D-TS	0
Smith, Jason E	01463M	Driver & Passenger Req. to wear seat belt	BF	25
Spieker, Jared L	01021M	Public intoxication	BF	110
Tan, Burhan	186001727AC	Operator's Permit Required	BF	250
Thielmann, Tyler Jon	186002219AC	Failure to maintain liability coverage	BF	560
Vanbueren, Brent Jan	186002065AC	Stop Sign Violation	BF	150
White Face, Lori Dawn	98853N	Public intoxication- MUST APPEAR	D-Per the Town's motion	0
White Face, Lori Dawn	00744M	Public intoxication-MUST APPEAR	D-Per the Town's motion	0
Wilcox, Jeffrey Don	186002041AC	Tail Lamps required	BF	90
Willard, Helen K	00764M	Speed Limits Generally 47/30	BF	204
Williamson, Jaclyn Jean	186001943AC	Speed Limits Generally 46/30	D-TS	0
Yanez Carmona, Jesus	186002140AC	Failure to yield ROW	BF	100
Yanez Carmona, Jesus	186002143AC	No Insurance	D-Provided valid information	0

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	739662	SPRAY ACE BLACK/YELLOW AN	05/20/2021	46.24	.00	
51	ACE HARDWARE	740084	SPLY SCT 3/8 & 1/2, KTCH FAUC	05/23/2021	101.95	.00	
51	ACE HARDWARE	740094	CREDIT: RETURN- SPLY SCT 3/	05/23/2021	20.98-	.00	
51	ACE HARDWARE	741558	BLADE JIG	06/03/2021	14.48	.00	
51	ACE HARDWARE	743024	ORANGE AND CUTTER PVC PIP	06/13/2021	27.18	.00	
51	ACE HARDWARE	743025	ADAPTER	06/13/2021	7.16	.00	
51	ACE HARDWARE	743403	ADAPTER TERMINAL PVC 1/2"	06/16/2021	1.49	.00	
51	ACE HARDWARE	744206	GLOVE NITRIL	06/22/2021	34.99	.00	
51	ACE HARDWARE	744484	GLOVE BLK NITRIL	06/23/2021	69.98	.00	
51	ACE HARDWARE	744487	CARPET TAPE, SCOTCH OUTD	06/23/2021	24.98	.00	
51	ACE HARDWARE	744512	PEN PAINT SHRTCUT RED & W	06/23/2021	17.98	.00	
51	ACE HARDWARE	744654	MOUNTING PUTTY, SCOTCH E	06/24/2021	20.97	.00	
51	ACE HARDWARE	745184	FLEX TAPE BLACK	06/29/2021	20.48	.00	
51	ACE HARDWARE	745249	Striping paint ic yellow	06/29/2021	86.28	.00	
51	ACE HARDWARE	745467	Scrubber pads , sos	06/30/2021	3.99	.00	
51	ACE HARDWARE	745529	MAP ROO GAS AND BUSH HEX	07/01/2021	37.47	.00	
51	ACE HARDWARE	745720	PADLOCK COMB, FIX STAPLE	07/02/2021	25.48	.00	
51	ACE HARDWARE	745761	CONNECTOR NM 3/8"	07/02/2021	1.29	.00	
Total 51:					521.41	.00	
3596	ADVANCED GLASS TRIM, LLC	20861	WINDSHIELD- 2017 CHEVY EQU	06/30/2021	325.00	.00	
Total 3596:					325.00	.00	
5726	AMAZON	1C6G-DPXV-7J	DEWALT 20V MAX CORDLESS	06/29/2021	250.00	.00	
5726	AMAZON	1C6G-DPXV-7J	DEWALT 20V MAX CORDLESS	06/29/2021	250.00	.00	
5726	AMAZON	1GYN-VDCY-X	OEM LENOVO THINK CENTRE	06/24/2021	664.72	.00	
Total 5726:					1,164.72	.00	
3530	AMSOIL INC	19954501 RI	SYNTHETIC 15W40 SS DIESEL	06/16/2021	7,508.90	.00	
Total 3530:					7,508.90	.00	
3487	ARCHITECTURAL BUILDING SU	71219258	CUSTOMER JOB: SI- FERRIN: D	04/21/2021	766.34	.00	
Total 3487:					766.34	.00	
6395	ARCHIVESOCIAL, INC.	16601	SOCIAL ARCHIVING SUBSCRIP	06/30/2021	4,788.00	4,788.00	07/01/2021
Total 6395:					4,788.00	4,788.00	
1783	AT&T	06162021	287259163099	06/16/2021	1,283.77	.00	
Total 1783:					1,283.77	.00	
5994	B-CYCLE LLC	3049735	MAY FEE	06/16/2021	466.55	.00	
Total 5994:					466.55	.00	
3500	BISON LUMBER	2105-755937	12x12	06/30/2021	201.72	.00	
3500	BISON LUMBER	2106-757576	bTX104 BOARDWALK SCREWS	06/14/2021	121.51	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3500:					323.23	.00	
1560	BLUE SPRUCE CLEANERS,INC	01-103093	LAUNDRY: SHIRT CLEANING	01/27/2021	9.60	.00	
1560	BLUE SPRUCE CLEANERS,INC	03-102590	PW LAUNDRY: SHIRT CLEANIN	03/24/2021	12.80	.00	
1560	BLUE SPRUCE CLEANERS,INC	03-102997	PW LAUNDRY: SHIRT CLEANIN	03/23/2021	12.80	.00	
1560	BLUE SPRUCE CLEANERS,INC	03-103551	PW LAUNDRY: SHIRT CLEANIN	03/26/2021	3.20	.00	
1560	BLUE SPRUCE CLEANERS,INC	04-102933	PW LAUNDRY: SHIRT CLEANIN	04/24/2021	12.80	.00	
1560	BLUE SPRUCE CLEANERS,INC	05-100667	PW LAUNDRY: SHIRT CLEANIN	05/06/2021	16.00	.00	
1560	BLUE SPRUCE CLEANERS,INC	05-100977	PW LAUNDRY: SHIRT CLEANIN	05/10/2021	12.80	.00	
1560	BLUE SPRUCE CLEANERS,INC	05-103912	PW LAUNDRY: SHIRT CLEANIN	05/28/2021	16.00	.00	
1560	BLUE SPRUCE CLEANERS,INC	06-100568	PW LAUNDRY: SHIRT CLEANIN	06/03/2021	9.60	.00	
1560	BLUE SPRUCE CLEANERS,INC	06-100570	PW LAUNDRY: SHIRT CLEANIN	06/03/2021	9.60	.00	
1560	BLUE SPRUCE CLEANERS,INC	06-103608	PW LAUNDRY: SHIRT CLEANIN	06/21/2021	13.40	.00	
Total 1560:					128.60	.00	
6845	BLUE TO GOLD, LLC	10-19-HUR-IG	ADVANCED SEARCH AND SEIZ	07/06/2021	496.00	.00	
6845	BLUE TO GOLD, LLC	21-SPR-2-IGS0	SEARCH \$ SEIZURE/STRAFFIC	07/06/2021	399.00	.00	
Total 6845:					895.00	.00	
2850	BMV LLC	070621	JULY COLIFORM	07/06/2021	64.52	.00	
2850	BMV LLC	2266	UPS	07/12/2021	64.52	.00	
Total 2850:					129.04	.00	
5	CARQUEST AUTO PARTS INC.	6090-526545	PRIM WIRE	06/05/2021	33.29	.00	
5	CARQUEST AUTO PARTS INC.	6090-527217	RECIEVER TUBE ADPTR	06/10/2021	63.37	.00	
5	CARQUEST AUTO PARTS INC.	6090-530216	BRK PAD SET CERAMIC, BRK P	06/30/2021	151.86	.00	
Total 5:					248.52	.00	
102	CASELLE INC.	109834	CONTRACT SUPPORT JULY	06/01/2021	1,744.00	1,744.00	07/01/2021
102	CASELLE INC.	110542	AUGUST SUPPORT AND MAINT	07/01/2021	1,744.00	.00	
Total 102:					3,488.00	1,744.00	
544	CENTURYLINK	733-3106 742B	307-733-3106 742B	06/13/2021	44.97	.00	
Total 544:					44.97	.00	
4984	CHAPA STRIPES OF IDAHO	062621	SNOW KING BIKE LANE STRIPI	06/26/2021	16,264.40	.00	
Total 4984:					16,264.40	.00	
5375	CHITWOOD, JESSICA	070921	COURT OFFICE SIGNS	07/09/2021	47.90	.00	
Total 5375:					47.90	.00	
5967	CITY OF DRIGGS	BBSTART2021	ELECTRIC CLEANING COSTS,W	07/02/2021	430.08	.00	
5967	CITY OF DRIGGS	BBSTART2021	JULY BUS BARN RENT	07/02/2021	1,278.00	.00	
Total 5967:					1,708.08	.00	
6001	CIVICPLUS	212081	Annual maintenance for Town's W	06/29/2021	23,380.00	23,380.00	07/01/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6001:					23,380.00	23,380.00	
605	CNA SURETY	58177209 0721	SURETY BOND	06/30/2021	609.50	609.50	07/01/2021
Total 605:					609.50	609.50	
4943	CODE STUDIO	2003	LDR REVISIONS	07/05/2021	3,275.00	.00	
Total 4943:					3,275.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10006	CONTROL SERVICE, MILEAGE	06/30/2021	12,202.50	.00	
4887	CONTROL SYSTEM TECHNOLO	9976	CONTROL SERVICE	06/01/2021	40.00	.00	
Total 4887:					12,242.50	.00	
5085	CORNFORTH CONSULTANTS, I	12737	town of jackson geologic hazards	06/16/2021	1,225.00	.00	
Total 5085:					1,225.00	.00	
611	CUMMINS ROCKY MOUNTAIN L	40-12815	INISITE LITE	07/12/2021	1,260.00	.00	
Total 611:					1,260.00	.00	
708	DELTA DENTAL PLAN OF WYOM	070121	JULY PREMIUM	07/01/2021	546.00	546.00	07/07/2021
Total 708:					546.00	546.00	
77	DIAMOND VOGEL PAINTS, INC.	726289362	PAINT SUPPLIES	05/11/2021	658.60	.00	
77	DIAMOND VOGEL PAINTS, INC.	726290401	RED ALK	06/21/2021	1,028.50	.00	
Total 77:					1,687.10	.00	
2175	DIVISION OF VICTIM SERVICES	063021	JUNE CRIME VICTIM SURCHAR	06/30/2021	450.00	.00	
Total 2175:					450.00	.00	
3408	E.R. OFFICE EXPRESS	17927	RESIN RECTANGLULAR FOLDE	06/25/2021	141.70	.00	
3408	E.R. OFFICE EXPRESS	17950	PAPER	06/29/2021	160.72	.00	
3408	E.R. OFFICE EXPRESS	18034	PAPER and signature stamp	07/13/2021	22.99	.00	
Total 3408:					325.41	.00	
6157	EFORCE	1231003	EFORCE WILL MODIFY THE EXI	07/06/2021	1,520.00	.00	
Total 6157:					1,520.00	.00	
1134	ENERGY LABORATORIES INC.	402340	POND: OUTFALL WEEKLY	06/24/2021	32.00	.00	
1134	ENERGY LABORATORIES INC.	403059	INFLUENT, EFFLUENT	06/28/2021	169.00	.00	
Total 1134:					201.00	.00	
81	EVANS CONSTRUCTION INC	214048	MASTER FIBER/CONCRETE	06/08/2021	593.63	.00	
Total 81:					593.63	.00	
3195	FERGUSON ENTERPRISES, IN	9452584	JOB: PW- MATERIALS	06/23/2021	199.91	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3195:					199.91	.00	
5463	FIGJAM ENTERPRISES, LLC	982	CLEANING OF EXTERIOR SOUT	06/29/2021	100.00	.00	
Total 5463:					100.00	.00	
4294	FIRE SERVICES OF IDAHO	9824295	ANNUAL ALARM MONITORING	07/02/2021	360.00	.00	
Total 4294:					360.00	.00	
3810	FIREWISE LANDSCAPES INC	100114	GARAMAN PATH - EPSTEIN WIL	06/01/2021	7,512.15	.00	
Total 3810:					7,512.15	.00	
6744	Five-County Detention Center	052821	detetion housing	05/28/2021	150.00	.00	
Total 6744:					150.00	.00	
668	FREEDOM MAILING SERVICE I	40879	UTILITY BILLING	07/05/2021	900.23	.00	
668	FREEDOM MAILING SERVICE I	40879	UTILITY BILLING	07/05/2021	900.22	.00	
Total 668:					1,800.45	.00	
6126	GARMIN USA	DL19092559	SUPPORT	06/27/2021	64.95	.00	
Total 6126:					64.95	.00	
6844	GE SOFTWARE	204540	EKOS FUEL SITE MODULE	06/30/2021	80.00	.00	
Total 6844:					80.00	.00	
473	GREENWOOD MAPPING INC.	063021	GIS MAPPING APRIL-JUNE 2021	06/30/2021	1,350.00	.00	
Total 473:					1,350.00	.00	
6850	GRUPP FINANCIAL, LLC	070121	REFUND LICENSE - DENIED	07/01/2021	93.00	.00	
Total 6850:					93.00	.00	
4988	HD FOWLER COMPANY	I5822083	RESILIENT WEDGES,TAPPING	06/23/2021	3,750.73	.00	
Total 4988:					3,750.73	.00	
96	HIGH COUNTRY LINEN	0253829	MATS/LAUNDRY BAG	05/26/2021	220.50	.00	
96	HIGH COUNTRY LINEN	0258074	BUILDING MAINT: WWTP	06/16/2021	86.57	.00	
96	HIGH COUNTRY LINEN	0259574	MATS @ TOJ HOME RANCH RE	06/23/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0259691	LAUNDRY BAGS	06/23/2021	220.50	.00	
96	HIGH COUNTRY LINEN	0262079	ODOR CONTROL @ HOME RAN	07/05/2021	7.50	.00	
96	HIGH COUNTRY LINEN	0262656	LAUNDRY BAGS	07/07/2021	97.20	.00	
96	HIGH COUNTRY LINEN	C0260335	CREDIT: MISS BILL STEVE- STR	06/25/2021	11.64-	.00	
96	HIGH COUNTRY LINEN	C0260335	CREDIT: MISS BILL CALEB: STR	06/25/2021	11.64-	.00	
96	HIGH COUNTRY LINEN	C0260335	CREDIT: MISS BILL- JEREMY: W	06/25/2021	4.85-	.00	
96	HIGH COUNTRY LINEN	C0260335	CREDIT: MISS BILL CALEB: WAT	06/25/2021	11.64-	.00	
96	HIGH COUNTRY LINEN	S0250257	BLUE NITRIL GOVES	05/06/2021	208.15	.00	
96	HIGH COUNTRY LINEN	S0262739	TOWELS,GLASS CLEANER,GLO	07/07/2021	244.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 96:					1,107.43	.00	
6455	HIRST APPLGATE, LLP	204322	3 CREEKS	07/06/2021	82.85	.00	
6455	HIRST APPLGATE, LLP	204322	TASTEBUDS	07/06/2021	25.00	.00	
Total 6455:					107.85	.00	
503	HUNT CONSTRUCTION INC	9610	pine drive asphalt	07/14/2021	1,286.00	.00	
503	HUNT CONSTRUCTION INC	9611	elk run and powderhorn	07/14/2021	500.00	.00	
Total 503:					1,786.00	.00	
5937	HURST, RON	063021	DOT PHYSICAL	06/30/2021	80.00	.00	
5937	HURST, RON	063021	reimburse for safety boots	06/30/2021	100.00	.00	
Total 5937:					180.00	.00	
4164	ICMA MEMBERSHIP	425291 0721	Annual membership dues for IMC	05/19/2021	1,260.21	1,260.21	07/01/2021
Total 4164:					1,260.21	1,260.21	
3323	IDAHO TRAFFIC SAFETY, INC.	193647	GLASS BEADS	06/22/2021	800.00	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	193677	CROSSWALKS	06/29/2021	26,130.00	.00	
3323	IDAHO TRAFFIC SAFETY, INC.	193678	sTOP BARS,BUBBLE CORNERS	06/29/2021	14,446.50	.00	
Total 3323:					41,376.50	.00	
4677	IDEXX DISTRIBUTION, INC.	3087227901	GAMMA IRRAD COLILERT	06/23/2021	353.35	.00	
Total 4677:					353.35	.00	
106	INTERSTATE BATTERY	22250663	2 BATTERIES FOR RESTOCK	06/28/2021	227.90	.00	
Total 106:					227.90	.00	
131	JACKSON HOLE NEWS & GUID	07/01/2021	SPANISH AD TO RUN IN JULY	06/29/2021	300.00	300.00	07/01/2021
131	JACKSON HOLE NEWS & GUID	327612	AD 394583 START BUS ADMIN	06/30/2021	571.20	.00	
131	JACKSON HOLE NEWS & GUID	327761	AD 394472	07/07/2021	246.40	.00	
131	JACKSON HOLE NEWS & GUID	327819	AD#: 394558- RFP-SMP PH.2	07/07/2021	162.46	.00	
131	JACKSON HOLE NEWS & GUID	327819	AD#: 494559- WWTP REVIEW	07/07/2021	188.10	.00	
131	JACKSON HOLE NEWS & GUID	327822	AD 394585 P21-144 VALENTINE	07/07/2021	34.20	.00	
131	JACKSON HOLE NEWS & GUID	627613	FINANCIAL CLERK	06/30/2021	571.20	.00	
Total 131:					2,073.56	300.00	
5084	JACKSON HOLE SECURITY, LL	11354	ALARM RESPONSE @ 400 W S	05/01/2021	500.00	.00	
5084	JACKSON HOLE SECURITY, LL	11378	ALARM RESPONSE @ 400 W S	06/01/2021	500.00	.00	
5084	JACKSON HOLE SECURITY, LL	11400	ALARM RESPONSE @ 400 WES	07/01/2021	500.00	.00	
5084	JACKSON HOLE SECURITY, LL	986	SERVICE CALL ANNUAL EXTIN	04/28/2021	3,135.00	.00	
Total 5084:					4,635.00	.00	
114	JACKSON LUMBER INC	0000670253	BANKDSAW BLADES	06/07/2021	25.75	.00	
114	JACKSON LUMBER INC	0000678019-0	SELECT STRUCTUAL KD FIR	06/30/2021	170.39	.00	
114	JACKSON LUMBER INC	0000678774-0	AC PLYWOOD	07/02/2021	152.42	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 114:					348.56	.00	
115	JACKSON PAINT AND GLASS, I	I122340	ARBORCOAT EXT SOLID GAL @	07/01/2021	296.75	.00	
115	JACKSON PAINT AND GLASS, I	I122385	ARBORCOAT EXT SOLID GAL	07/06/2021	245.88	.00	
Total 115:					542.63	.00	
6846	JACOBSON, PAUL	063021	REIMBURSE	06/30/2021	630.05	.00	
Total 6846:					630.05	.00	
239	JH20 WATER CONDITIONING &	I210623134	BOTTLE DELONIZED WATER, DI	06/23/2021	79.00	.00	
Total 239:					79.00	.00	
139	JORGENSEN ASSOCIATES, PC	46702	PROJ: 18063- TOWN OF JACKS	06/22/2021	17,312.50	.00	
Total 139:					17,312.50	.00	
2485	KENWORTH SALES COMPANY	IDFIN4610356	FREON	06/03/2021	95.00	.00	
2485	KENWORTH SALES COMPANY	IDFIN4613315	SEAL-OIL BATH NATIONAL	06/08/2021	170.60	.00	
2485	KENWORTH SALES COMPANY	IDFIN4615496	OVAL GROMMET MT, LED	06/08/2021	283.65	.00	
2485	KENWORTH SALES COMPANY	IDFIN4624265	FREON	06/09/2021	1,154.40	.00	
Total 2485:					1,703.65	.00	
6807	LANGUAGE TESTING INTERNA	L47682-IN	SPANISH TESTING	07/06/2021	354.00	.00	
Total 6807:					354.00	.00	
5694	LEIGH, CHRISTOPHER S.	070721	COURT COVERAGE	07/07/2021	75.00	.00	
Total 5694:					75.00	.00	
3938	Lincoln County Clerk	060421	CONTRACT FOR LAW ENFORC	06/04/2021	2,310.00	.00	
Total 3938:					2,310.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	13327	AA210034 TODD CONKLIN	03/31/2021	660.23	.00	
2224	LOCAL GOV'T LIABILITY POOL	13517	MEMBERSHIP RENEWAL FY22	05/03/2021	70,643.00	70,643.00	07/01/2021
2224	LOCAL GOV'T LIABILITY POOL	13565	AA210042 ROBIN MOORE	06/15/2021	1,000.00	.00	
2224	LOCAL GOV'T LIABILITY POOL	13566	settlement AA210044 SUZANNE	06/22/2021	1,000.00	.00	
Total 2224:					73,303.23	70,643.00	
156	LOWER VALLEY ENERGY INC	92050-002 06-	3150 S ADAMS CANYON DR, JA	06/30/2021	145.91	.00	
156	LOWER VALLEY ENERGY INC	92050-003 06-	SPRUCE DR PUMP HOUSE, JA	06/30/2021	342.00	.00	
156	LOWER VALLEY ENERGY INC	92050-005 06-	CACHE KUDAR LT, JACKSON,	06/30/2021	45.97	.00	
156	LOWER VALLEY ENERGY INC	92050-006 06-	N CACHE ST LIGHTING, JACKS	06/30/2021	27.62	.00	
156	LOWER VALLEY ENERGY INC	92050-008 06-	CEMETERY, JACKSON, WY	06/30/2021	21.54	.00	
156	LOWER VALLEY ENERGY INC	92050-010 06-	ELY SPRINGS RD WELL 6,7,8, J	06/30/2021	5,366.51	.00	
156	LOWER VALLEY ENERGY INC	92050-014 06-	135 E BROADWAY AVE HEAT TA	06/30/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-016 06-	210 N CACHE ST HOME RANCH	06/30/2021	35.18	.00	
156	LOWER VALLEY ENERGY INC	92050-017 06-	WASTE WATER TRTMT INTERM	06/30/2021	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 06-	RANGEVIEW DR LIFT PUMP CO	06/30/2021	46.30	.00	
156	LOWER VALLEY ENERGY INC	92050-020 06-	S HWY 89 PATHWAY TUNNELLT	06/30/2021	55.41	.00	
156	LOWER VALLEY ENERGY INC	92050-021 06-	150 E PEARL AVE, JACKSON, W	06/30/2021	409.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-023 06-	RANGEVIEW DR LOTS 18,19 LT	06/30/2021	17.79	.00	
156	LOWER VALLEY ENERGY INC	92050-024 06-	1605 BERGER LN SEWER LIFT	06/30/2021	18.95	.00	
156	LOWER VALLEY ENERGY INC	92050-025 06-	450 W SNOW KING AVE NEW S	06/30/2021	305.81	.00	
156	LOWER VALLEY ENERGY INC	92050-026 06-	450 W SNOW KING AVE SHOP, J	06/30/2021	155.85	.00	
156	LOWER VALLEY ENERGY INC	92050-027 06-	RANGEVIEW DR LOTS 20,21 LT	06/30/2021	17.86	.00	
156	LOWER VALLEY ENERGY INC	92050-028 06-	RANGEVIEW DR LOTS 26,27 LT	06/30/2021	17.73	.00	
156	LOWER VALLEY ENERGY INC	92050-030 06-	RANGEVIEW DR LOTS 95,96 LT	06/30/2021	17.60	.00	
156	LOWER VALLEY ENERGY INC	92050-031 06-	MOUNTAIN VIEW LN LOT 38,39	06/30/2021	17.66	.00	
156	LOWER VALLEY ENERGY INC	92050-032 06-	LILAC LN LOTS 88,89 LTS, JACK	06/30/2021	17.66	.00	
156	LOWER VALLEY ENERGY INC	92050-034 06-	LILAC LN LOTS 80,81 LTS, JACK	06/30/2021	16.31	.00	
156	LOWER VALLEY ENERGY INC	92050-035 06-	RANGEVIEW DR LOTS 41,42 LT	06/30/2021	18.90	.00	
156	LOWER VALLEY ENERGY INC	92050-036 06-	RANGEVIEW DR LOTS 12,13 LT	06/30/2021	18.38	.00	
156	LOWER VALLEY ENERGY INC	92050-039 06-	LILAC LN LOTS 86,87 LTS, JACK	06/30/2021	18.90	.00	
156	LOWER VALLEY ENERGY INC	92050-040 06-	CORNER CREEK & LILAC LOTS	06/30/2021	18.50	.00	
156	LOWER VALLEY ENERGY INC	92050-041 06-	LILAC & DAISY LOTS 99,101 LTS	06/30/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-043 06-	CORNER CREEK LOTS 68,69 LT,	06/30/2021	16.44	.00	
156	LOWER VALLEY ENERGY INC	92050-044 06-	SNOW KING ESTATES BOOSTE	06/30/2021	296.76	.00	
156	LOWER VALLEY ENERGY INC	92050-045 06-	TOWN SQUARE LIGHTS, JACKS	06/30/2021	52.43	.00	
156	LOWER VALLEY ENERGY INC	92050-047 06-	WASTE WATER TRTMT UV BLD	06/30/2021	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 06-	WASTE WATER TRTMT PTB 545	06/30/2021	10,295.80	.00	
156	LOWER VALLEY ENERGY INC	92050-050 06-	2 MG TANK, JACKSON, WY 200	06/30/2021	17.91	.00	
156	LOWER VALLEY ENERGY INC	92050-051 06-	WELL #5 KARNs MEADOW DR,	06/30/2021	2,959.84	.00	
156	LOWER VALLEY ENERGY INC	92050-052 06-	675 E BROADWAY AVE WELL #1	06/30/2021	1,178.31	.00	
156	LOWER VALLEY ENERGY INC	92050-053 06-	WELLS #2 & #3, JACKSON, WY	06/30/2021	4,044.30	.00	
156	LOWER VALLEY ENERGY INC	92050-054 06-	CITY WELL ELK REF 1, JACKSO	06/30/2021	11.60	.00	
156	LOWER VALLEY ENERGY INC	92050-055 06-	CITY WELL ELK REF 2, JACKSO	06/30/2021	10.55	.00	
156	LOWER VALLEY ENERGY INC	92050-056 06-	CITY WELL ELK REF 3, JACKSO	06/30/2021	10.55	.00	
156	LOWER VALLEY ENERGY INC	92050-059 06-	440 W SNOW KING AVE POLICE	06/30/2021	21.06	.00	
156	LOWER VALLEY ENERGY INC	92050-060 06-	400 W SNOW KING AVE S GAR,	06/30/2021	32.63	.00	
156	LOWER VALLEY ENERGY INC	92050-061 06-	400 W SNOW KING AVE PUBLIC	06/30/2021	161.95	.00	
156	LOWER VALLEY ENERGY INC	92050-074 06-	CRABTREE LN THAW WELL #2,	06/30/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-078 06-	145 W HANSEN AVE FRONT, JA	06/30/2021	56.45	.00	
156	LOWER VALLEY ENERGY INC	92050-079 06-	145 W HANSEN AVE BACK, JAC	06/30/2021	66.24	.00	
156	LOWER VALLEY ENERGY INC	92050-081 06-	IRR CONTROL & LTS PEARL ST,	06/30/2021	21.48	.00	
156	LOWER VALLEY ENERGY INC	92050-082 06-	400 W SNOW KING AVE E STOR	06/30/2021	42.09	.00	
156	LOWER VALLEY ENERGY INC	92050-092 06-	3150 S ADAMS CANYON DR ANI	06/30/2021	77.73	.00	
156	LOWER VALLEY ENERGY INC	92050-102 06-	145 W HANSEN AVE FRONT, JA	06/30/2021	14.76	.00	
156	LOWER VALLEY ENERGY INC	92050-106 06-	940 SIMON LN, JACKSON, WY	06/30/2021	59.31	.00	
156	LOWER VALLEY ENERGY INC	92050-111 06-3	PEARL - WILLOW ST LIGHT, JA	06/30/2021	17.28	.00	
156	LOWER VALLEY ENERGY INC	92050-114 06-3	210 N CACHE ST HOME RANCH	06/30/2021	318.73	.00	
156	LOWER VALLEY ENERGY INC	92050-115-369	MULTIPLE STREET LIGHTS	06/30/2021	1,909.73	.00	
156	LOWER VALLEY ENERGY INC	92050-126 06-	SPRING WATER LN LIFT STATIO	06/30/2021	21.04	.00	
156	LOWER VALLEY ENERGY INC	92050-127 06-	3337 S CODY CREEK DR LIFT S	06/30/2021	120.63	.00	
156	LOWER VALLEY ENERGY INC	92050-130 06-	3 CREEK RANCH AFFORDABLE	06/30/2021	21.48	.00	
156	LOWER VALLEY ENERGY INC	92050-131 06-	195 E DELONEY AVE RESTROO	06/30/2021	93.81	.00	
156	LOWER VALLEY ENERGY INC	92050-132 06-	160 S MILLWARD ST PARKING	06/30/2021	810.48	.00	
156	LOWER VALLEY ENERGY INC	92050-134 06-	160 S MILLWARD ST PARKING	06/30/2021	27.37	.00	
156	LOWER VALLEY ENERGY INC	92050-332 06-	185 N GLENWOOD MCCABE PR	06/30/2021	26.45	.00	
156	LOWER VALLEY ENERGY INC	92050-334 06-	JOSEPHINE LOOP LOT 15 LIFT	06/30/2021	87.86	.00	
156	LOWER VALLEY ENERGY INC	92050-336 06-	HIDDEN RANCH PATHWAY TUN	06/30/2021	21.67	.00	
156	LOWER VALLEY ENERGY INC	92050-341 06-	210 N CACHE ST HOME RANCH	06/30/2021	27.37	.00	
156	LOWER VALLEY ENERGY INC	92050-342 06-	25 S REDMOND ST LT PEDESTA	06/30/2021	29.17	.00	
156	LOWER VALLEY ENERGY INC	92050-345 06-	930 SIMON LN, JACKSON, WY	06/30/2021	59.11	.00	
156	LOWER VALLEY ENERGY INC	92050-353 06-	W DELONEY & BROADWAY LTS,	06/30/2021	62.65	.00	
156	LOWER VALLEY ENERGY INC	92050-355 06-	S CACHE SE OF CENTER ARTS	06/30/2021	56.83	.00	
156	LOWER VALLEY ENERGY INC	92050-356 06-	55 KARNs MEADOW DR START	06/30/2021	331.24	.00	
156	LOWER VALLEY ENERGY INC	92050-357 06-	55 KARNs MEADOW DR START	06/30/2021	4,371.61	.00	
156	LOWER VALLEY ENERGY INC	92050-358 06-	650 W BROADWAY PATHWAY LT	06/30/2021	53.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-359 06-	MILLER PARK PARKING LOT CH	06/30/2021	56.18	.00	
156	LOWER VALLEY ENERGY INC	92050-360 06-	1035 W BROADWAY AVE PATH	06/30/2021	26.45	.00	
156	LOWER VALLEY ENERGY INC	92050-361 06-	625 W BROADWAY AVE NEW P	06/30/2021	20.50	.00	
156	LOWER VALLEY ENERGY INC	92050-362 06-	STELLARIA LN/S HWY 89 LIGHT	06/30/2021	19.15	.00	
156	LOWER VALLEY ENERGY INC	92050-363 06-	455 VINE ST UTIL, JACKSON, W	06/30/2021	33.95	.00	
156	LOWER VALLEY ENERGY INC	92050-364 06-	65 VIRGINIAN LN #5, JACKSON,	06/30/2021	35.57	.00	
156	LOWER VALLEY ENERGY INC	92050-365 06-	65 VIRGINIAN LN #7, JACKSON,	06/30/2021	45.11	.00	
156	LOWER VALLEY ENERGY INC	92050-367 06-	455 VINE ST APT #3, JACKSON,	06/30/2021	32.78	.00	
156	LOWER VALLEY ENERGY INC	92050-368 06-	455 VINE ST APT #4, JACKSON,	06/30/2021	48.58	.00	
156	LOWER VALLEY ENERGY INC	92050-370 06-	2022 WILDFLOWER CT, JACKS	06/30/2021	14.76	.00	
156	LOWER VALLEY ENERGY INC	92050-371 06-	2022 WILDFLOWER CT, JACKS	06/30/2021	41.51	.00	
156	LOWER VALLEY ENERGY INC	92050-374 06-	455 VINE ST APT #1, JACKSON,	06/30/2021	29.69	.00	
156	LOWER VALLEY ENERGY INC	92050-375 06-	155 E PEARL AVE, JACKSON, W	06/30/2021	21.36	.00	
156	LOWER VALLEY ENERGY INC	92050-376 06-	149 E PEARL AVE, JACKSON, W	06/30/2021	62.78	.00	
156	LOWER VALLEY ENERGY INC	92050-378 06-	145 E PEARL AVE #A EAST, JAC	06/30/2021	17.47	.00	
156	LOWER VALLEY ENERGY INC	92050-381 06-	915 SIMON LN, JACKSON, WY	06/30/2021	58.57	.00	
156	LOWER VALLEY ENERGY INC	92050-382 06-	BUDGE DR LT SYSTEM, JACKS	06/30/2021	19.15	.00	
156	LOWER VALLEY ENERGY INC	92050-383 06-	SNOW KING DR WATER TANK C	06/30/2021	17.53	.00	
156	LOWER VALLEY ENERGY INC	92050-385 06-	85 N SPRING GULCH RD SPRIN	06/30/2021	221.67	.00	
156	LOWER VALLEY ENERGY INC	92050-388 06-	121 SHERWOOD CT BLDG 2 BU	06/30/2021	23.96	.00	
156	LOWER VALLEY ENERGY INC	92050-389 06-	1640 MARTIN LN LIFT STATION,	06/30/2021	21.92	.00	
156	LOWER VALLEY ENERGY INC	92050-390 06-	400 W SNOW KING AVE HOUSI	06/30/2021	68.38	.00	
156	LOWER VALLEY ENERGY INC	92050-392 06-	400 W SNOW KING AVE ADMIN,	06/30/2021	204.98	.00	
156	LOWER VALLEY ENERGY INC	92050-393 06-	400 W SNOW KING AVE EMPLO	06/30/2021	246.34	.00	
156	LOWER VALLEY ENERGY INC	92050-395 06-	145 E PEARL AVE #C LOFT, JAC	06/30/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-396 06-	145 E PEARL AVE HSE/CMN, JA	06/30/2021	42.87	.00	
156	LOWER VALLEY ENERGY INC	92050-397 06-	145 E PEARL AVE #B WEST, JA	06/30/2021	16.24	.00	
Total 156:					36,634.04	.00	
5108	Marquina, Francisca	070821	RESITUATION CASE 06-09-0034	07/05/2021	100.00	.00	
Total 5108:					100.00	.00	
3932	MILLER SANITATION	18295	CITY CANS 74 CANS FOR 31 DA	07/05/2021	8,288.00	.00	
3932	MILLER SANITATION	18297	July start bus cans	07/05/2021	315.00	.00	
Total 3932:					8,603.00	.00	
6770	MOBILITY FOREFRONT LLC	2021/6/1	MONTHLY RENT	06/29/2021	35,000.00	35,000.00	07/01/2021
Total 6770:					35,000.00	35,000.00	
51	ACE HARDWARE	739662	U OF U BASES FOR OD POLE	05/20/2021	7,372.00	.00	
Total 51:					7,372.00	.00	
3175	MOUNTAINLAND BUSINESS SY	S104112891-0	REGAL SC 401 DUEL MECHINIC	06/29/2021	2,840.00	.00	
Total 3175:					2,840.00	.00	
5774	MOUNTAINSCAPES, INC	25279	585 E HANSEN	06/30/2021	557.25	.00	
Total 5774:					557.25	.00	
4623	MSC INDUSTRIAL SUPPLY CO	4598377004	GR C-NE8 NYL INS LOCK NUT	06/08/2021	5.06	.00	
4623	MSC INDUSTRIAL SUPPLY CO	4657255001	SORBET, MET CLASS 10 HEX, N	06/09/2021	325.37	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4623:					330.43	.00	
257	NAPAAUTO PARTS INC.	988474	NAPAGOLD FUEL AND AIR FILT	05/12/2021	38.39	.00	
257	NAPAAUTO PARTS INC.	990424	NAPA AIR FILTER	05/21/2021	15.84	.00	
257	NAPAAUTO PARTS INC.	990569	NAPAGOLD OIL FILTER, NAPAG	05/21/2021	34.27	.00	
257	NAPAAUTO PARTS INC.	991342	NAPAGOLD AIR FILTER, NAPA O	05/26/2021	90.88	.00	
257	NAPAAUTO PARTS INC.	991354	V-RIBBED SERP/BELT	05/26/2021	21.19	.00	
257	NAPAAUTO PARTS INC.	991464	NAPAGOLD AIR FILTER, NAPA O	05/26/2021	24.10	.00	
257	NAPAAUTO PARTS INC.	991771	NAPA AIR FILTER	05/27/2021	41.34	.00	
257	NAPAAUTO PARTS INC.	991791	NAPAGOLD AIR FILTER, NAPA O	05/27/2021	48.20	.00	
257	NAPAAUTO PARTS INC.	991907	NAPAGOLD OIL FILTER	05/28/2021	29.28	.00	
257	NAPAAUTO PARTS INC.	991908	22" TRICO FORCE BLDE	05/28/2021	253.70	.00	
257	NAPAAUTO PARTS INC.	991971	CREDIT: V-RIBBED SERP BELT,	05/28/2021	38.73-	.00	
257	NAPAAUTO PARTS INC.	992504	NAPAGOLD AIR FILTER	06/01/2021	20.78	.00	
257	NAPAAUTO PARTS INC.	992562	WATER PUMP	06/01/2021	99.38	.00	
257	NAPAAUTO PARTS INC.	992725	NAPAGOLD OIL FILTER, NAPAG	06/02/2021	11.79	.00	
257	NAPAAUTO PARTS INC.	992750	EKEC BATTERY 357	06/02/2021	6.29	.00	
257	NAPAAUTO PARTS INC.	993876	SMALL FLAT GLASS MIRROR, F	06/07/2021	84.09	.00	
257	NAPAAUTO PARTS INC.	994033	NAPAGOLD OIL FILTER	06/08/2021	18.84	.00	
257	NAPAAUTO PARTS INC.	994066	SERPENTINE BELT	06/08/2021	43.91	.00	
257	NAPAAUTO PARTS INC.	994083	BALL JOINT FRONT	06/08/2021	124.82	.00	
257	NAPAAUTO PARTS INC.	994670	HTCH EXTN 2" RCVR 8", PLUG,	06/10/2021	228.76	.00	
257	NAPAAUTO PARTS INC.	994670	HTCH EXTN 2" RCVR 8", PLUG,	06/10/2021	228.76	.00	
257	NAPAAUTO PARTS INC.	995236	FLAP DISCS 7, PX 16BR BLK RT	06/12/2021	40.56	.00	
257	NAPAAUTO PARTS INC.	995814	NAPAGOLD OIL FILTER	06/15/2021	20.52	.00	
257	NAPAAUTO PARTS INC.	996155	SMALL FLAT GLASS MIRROR, F	06/16/2021	96.90	.00	
257	NAPAAUTO PARTS INC.	997212	NAPAGOLD OIL FILTER	06/21/2021	114.15	.00	
257	NAPAAUTO PARTS INC.	997656	NAPA OIL FILTER	06/22/2021	19.56	.00	
257	NAPAAUTO PARTS INC.	997661	UNIVERSAL CEMENT, SUPER W	06/22/2021	20.30	.00	
257	NAPAAUTO PARTS INC.	997786	NAPAGOLD AIR & OIL FILTER	06/23/2021	43.56	.00	
257	NAPAAUTO PARTS INC.	998220	JUMP STRT-COMPR	06/24/2021	89.99	.00	
257	NAPAAUTO PARTS INC.	998293	BLK/CT	06/24/2021	35.97	.00	
257	NAPAAUTO PARTS INC.	998415	NAPAGOLD OIL FILTER	06/25/2021	45.66	.00	
257	NAPAAUTO PARTS INC.	998428	LUBGRD KOOLER KLEEN	06/25/2021	11.27	.00	
257	NAPAAUTO PARTS INC.	998483	BRAKE PADS- REAR	06/25/2021	64.88	.00	
257	NAPAAUTO PARTS INC.	998553	BRAKE PADS- FRT	06/25/2021	107.09	.00	
257	NAPAAUTO PARTS INC.	998820	CREDIT RETURN: HTCH EXTN 2	06/26/2021	228.76-	.00	
257	NAPAAUTO PARTS INC.	998878	B/FLUID DOT	06/28/2021	7.39	.00	
Total 257:					1,914.92	.00	
187	NELSON ENGINEERING	55620	PROJ: 21-264-01- 020 SNOW KI	06/24/2021	704.75	.00	
187	NELSON ENGINEERING	55622	PROJ: 19-336-01: 020 TOWN OF	06/25/2021	564.75	.00	
187	NELSON ENGINEERING	55622	PROJ: 19-336-01: 020 TOWN OF	06/25/2021	564.75	.00	
187	NELSON ENGINEERING	55641	PROJ: 20-282-02- 102- TOWN O	06/28/2021	160.00	.00	
187	NELSON ENGINEERING	55657	PROJ: 21-060-01- 115 JACKSON	06/22/2021	2,379.75	.00	
187	NELSON ENGINEERING	55698	PROJ: 19-137-01- 102- TOWN O	06/30/2021	375.00	.00	
Total 187:					4,749.00	.00	
6182	NORMAND, JACOB	063021	travel reimbursement	06/30/2021	377.31	.00	
Total 6182:					377.31	.00	
226	O'RYAN CLEANERS	1000805-07-01	DRY CLEANING	06/30/2021	379.67	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 226:					379.67	.00	
5302	PARTSMASTER	23674840	Z-DISK II PLUS CERAMIC	05/12/2021	49.59	.00	
5302	PARTSMASTER	23684032	CRYONITIDE GOLD, PALSTIC R	06/08/2021	89.45	.00	
Total 5302:					139.04	.00	
4894	PLATT	1R15581	SCHEDULE 40" CONDUIT, PVC	06/14/2021	124.90	.00	
4894	PLATT	1R42937	PVC SCHEDULE 40 CONDUIT, 9	06/16/2021	88.70	.00	
Total 4894:					213.60	.00	
262	PRAZMA PAINT & AUTO BODY	19555	93 CHEVY K3500 PAINT JOB	04/19/2021	4,413.79	.00	
Total 262:					4,413.79	.00	
6483	PREMIER TRUCK- SALT LAKE C	775277197	SENSOR, CORE DEPOSIT	06/28/2021	1,250.44	.00	
6483	PREMIER TRUCK- SALT LAKE C	775291089	VALVE GASKET	05/24/2021	64.15	.00	
6483	PREMIER TRUCK- SALT LAKE C	775295657	PRES VALVE	06/09/2021	271.53	.00	
6483	PREMIER TRUCK- SALT LAKE C	775296952	PRESSURE SENSOR	06/14/2021	53.34	.00	
6483	PREMIER TRUCK- SALT LAKE C	775297009	PRES SENSOR	06/21/2021	159.77	.00	
6483	PREMIER TRUCK- SALT LAKE C	775298003	PRESSURE SENSOR	06/16/2021	53.34	.00	
6483	PREMIER TRUCK- SALT LAKE C	775298228	PRES VALUE, TEM SENSOR	06/17/2021	361.70	.00	
6483	PREMIER TRUCK- SALT LAKE C	775299018	INJECTOR KIT, CORE DEPOSIT,	06/21/2021	6,545.16	.00	
6483	PREMIER TRUCK- SALT LAKE C	775299737	CENNECTOR	06/22/2021	269.04	.00	
6483	PREMIER TRUCK- SALT LAKE C	775299990	EXH RC KIT, CORE DEPOSIT, S	06/23/2021	875.60	.00	
6483	PREMIER TRUCK- SALT LAKE C	775300924	SIT SPEED, FRT	06/25/2021	207.72	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775265821	CREDIT: VENT TUBE, PLUMBIN	06/16/2021	320.28-	.00	
Total 6483:					9,791.51	.00	
6837	PRO-WEST & ASSOC., INC	005469	PROJ:JCY06-F010: MAP INFO DI	06/24/2021	2,996.39	.00	
6837	PRO-WEST & ASSOC., INC	005469	PROJ:JCY06-F010: MAP INFO DI	06/24/2021	3,500.00	.00	
6837	PRO-WEST & ASSOC., INC	005469	PROJ:JCY06-F010: MAP INFO DI	06/24/2021	3,500.00	.00	
6837	PRO-WEST & ASSOC., INC	005470	PROJECT: JCY06-B010: BLOCK	06/24/2021	3,500.00	.00	
6837	PRO-WEST & ASSOC., INC	005470	PROJECT: JCY06-B010: BLOCK	06/24/2021	2,500.00	.00	
6837	PRO-WEST & ASSOC., INC	005470	PROJECT: JCY06-B010: BLOCK	06/24/2021	3,500.00	.00	
Total 6837:					19,496.39	.00	
6649	QUADIENT LEASING USA, INC.	N8638587	OCT-JAN LEASING	01/21/2021	468.69	.00	
6649	QUADIENT LEASING USA, INC.	N8790828	JAN-APRIL RENT	04/23/2021	468.69	.00	
6649	QUADIENT LEASING USA, INC.	N8924615	LEASING	07/01/2021	468.69	.00	
Total 6649:					1,406.07	.00	
6069	RAFTELIS	19711	comprehensive water and waste	06/25/2021	25,378.00	.00	
6069	RAFTELIS	19711	comprehensive water and waste	06/25/2021	10,876.28	.00	
Total 6069:					36,254.28	.00	
215	RED'S AUTO GLASS, INC.	I038947	LABOR INSTALL- BUS 205	05/06/2021	400.00	.00	
215	RED'S AUTO GLASS, INC.	I038990	LABOR	05/18/2021	400.00	.00	
215	RED'S AUTO GLASS, INC.	I039039	REPAIR OF WINDSHIELD	06/01/2021	50.00	.00	
215	RED'S AUTO GLASS, INC.	I039040	REPAIR OF WINDSHIELD	06/01/2021	120.00	.00	
215	RED'S AUTO GLASS, INC.	I039041	REPAIR OF WINDSHIELD	06/01/2021	60.00	.00	
215	RED'S AUTO GLASS, INC.	I039042	REPAIR OF WINDSHIELD #1700	06/01/2021	100.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
215	RED'S AUTO GLASS, INC.	I039043	REPAIR OF WINDSHIELD #2004	06/01/2021	50.00	.00	
Total 215:					1,180.00	.00	
6274	REES, DAVID	063021	DOT PHYSICAL	06/30/2021	155.00	.00	
Total 6274:					155.00	.00	
552	RENDEZVOUS ENGINEERING,	21768	PRV MODELING AND CONSTRU	05/31/2021	4,127.50	.00	
Total 552:					4,127.50	.00	
5838	Rendezvous Insurance Inc.	2838	INSURANCE PREMIUM	07/01/2021	130,516.38	.00	
Total 5838:					130,516.38	.00	
5719	Renova, Amy	122937	APPLIANCES @ 455 VINE STRE	06/30/2021	1,000.00	.00	
5719	Renova, Amy	122937	APPLIANCES @ ANIMAL SHEL	06/30/2021	566.00	.00	
5719	Renova, Amy	122937	APPLIANCES @ 930 SIMON RE	06/30/2021	566.00	.00	
5719	Renova, Amy	122937	APPLIANCES @ 455 VINE STRE	06/30/2021	556.58	.00	
5719	Renova, Amy	122937	APPLIANCES @ 455 VINE STRE	06/30/2021	1,000.00	.00	
Total 5719:					3,688.58	.00	
4723	RON'S TOWING	21-13782	TOW START BUS TO TOWN SH	05/25/2021	3,500.00	.00	
Total 4723:					3,500.00	.00	
4125	ROSS CONCRETE CONST LLC	06072021	LABOR CUT SONA TUBES AND	06/07/2021	810.00	.00	
4125	ROSS CONCRETE CONST LLC	06072021	LABOR CUT SONA TUBES AND	06/07/2021	1,350.00	.00	
4125	ROSS CONCRETE CONST LLC	06102021	LABOR CURB & CUTTER	06/10/2021	718.50	.00	
4125	ROSS CONCRETE CONST LLC	TOJ1001	PROJ: ANNUAL STREET RECO	06/30/2021	12,616.00	.00	
Total 4125:					15,494.50	.00	
5812	RUI INC. DBA VILLAGE GARDN	1321815	SPRINKLER START UP @ 685 &	06/30/2021	121.55	.00	
5812	RUI INC. DBA VILLAGE GARDN	1321818	SPRINKLER START UP & SPRIN	06/30/2021	436.80	.00	
5812	RUI INC. DBA VILLAGE GARDN	1321855	SPRINKLER START UP @ 2022	06/30/2021	148.50	.00	
Total 5812:					706.85	.00	
5543	RUSH TRUCK CENTER, IDAHO	3023720603	DPF, SHIPPING	06/08/2021	1,440.49	.00	
Total 5543:					1,440.49	.00	
13	SAFETY SUPPLY & SIGN CO., I	176983	Post/anchor	05/24/2021	2,057.19	.00	
Total 13:					2,057.19	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	860436300	SOLVENT- 30G PARTS WASHER	05/20/2021	289.23	.00	
Total 2669:					289.23	.00	
6659	SALTWORKS LLC	071121	creative direction and design	07/11/2021	3,863.00	.00	
Total 6659:					3,863.00	.00	
2310	SCHOLES, PAULINE	063021	REIMBURSE FOR TERRI GIFT	06/30/2021	400.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2310:					400.00	.00	
4691	SCHOW'S TRUCK CENTER	C005049191:0	CAST TYPE 3, F-BK	04/29/2021	2,013.48	.00	
4691	SCHOW'S TRUCK CENTER	C005049442:0	REMAN SHOE KIT	05/25/2021	299.04	.00	
Total 4691:					2,312.52	.00	
231	SHERVIN'S INDEPENDENT OIL	17984	ALIGNMENT FRONT TOW	06/09/2021	122.50	.00	
Total 231:					122.50	.00	
4359	SHERWIN-WILLIAMS CO.	0986-7	GUN FILTER/EASYOUT FLTER/X	06/09/2021	255.05	.00	
4359	SHERWIN-WILLIAMS CO.	7075-3	EAY OUTFLT	05/19/2021	95.24	.00	
4359	SHERWIN-WILLIAMS CO.	8063-8	CREDIT	06/10/2021	13.50-	.00	
4359	SHERWIN-WILLIAMS CO.	8490-3	STFS 5126 CR ZM WHITE- 5 GA	06/19/2021	160.50	.00	
Total 4359:					497.29	.00	
4720	SILVERSTAR	54639 07 01 21	ACCOUNT #54639	07/01/2021	2,490.92	.00	
4720	SILVERSTAR	654791 07 01 2	ACCT NUMBER 654791	07/01/2021	869.73	.00	
Total 4720:					3,360.65	.00	
6374	SLUDER, KELLY	062921	BUILDING UNIFORMS REIMB	06/29/2021	324.37	.00	
Total 6374:					324.37	.00	
236	SMITH POWER PRODUCTS,INC	3143798	renewal	05/26/2021	370.42	.00	
236	SMITH POWER PRODUCTS,INC	3143798	renewal	05/26/2021	4,074.56	.00	
Total 236:					4,444.98	.00	
4699	SNAKE RIVER ROASTING	70073	COFFEE	07/06/2021	97.90	.00	
Total 4699:					97.90	.00	
5978	SOUTHERLAND TOOL MFG, INC	42460	SEWER MIRROR, DEBRIS BASK	06/30/2021	1,252.88	.00	
Total 5978:					1,252.88	.00	
1505	SPRING CREEK ANIMAL HOSPI	625007523	EXAM	06/08/2021	82.04	.00	
1505	SPRING CREEK ANIMAL HOSPI	625007919	EXAM	06/14/2021	12.83	.00	
1505	SPRING CREEK ANIMAL HOSPI	625008075	EXAM/surgery	06/16/2021	320.77	.00	
1505	SPRING CREEK ANIMAL HOSPI	625008431	EXAM/rabies	06/22/2021	58.04	.00	
Total 1505:					473.68	.00	
4294	FIRE SERVICES OF IDAHO	9824295	REQUEST FOR PROPOSALS	07/02/2021	215.44	.00	
Total 4294:					215.44	.00	
3989	STINKY PRINTS, INC	62445	11X17 REPRODUCTION ON 24#	06/21/2021	120.00	.00	
Total 3989:					120.00	.00	
6660	SUBLETTE COUNTY SHERIFF'S	128	airport security	06/23/2021	770.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6660:					770.00	.00	
1054	SUNRISE ENVIRONMENTAL	121135	KRYSTAL ICE, PRISM	05/18/2021	278.72	.00	
1054	SUNRISE ENVIRONMENTAL	121756	ENHANCE	06/11/2021	314.67	.00	
Total 1054:					593.39	.00	
4990	Swagit Productions, LLC	18227	JUNE VIDEO STREAMING	06/30/2021	1,775.00	.00	
Total 4990:					1,775.00	.00	
1443	TETON COUNTY CLERK	063021	Electrical Permits for 20-21 year	06/23/2021	19,014.67	.00	
Total 1443:					19,014.67	.00	
6678	TETON COUNTY FAIR	2227	STALL RENTAL	07/13/2021	60.00	.00	
Total 6678:					60.00	.00	
2327	TETON COUNTY SHERIFF-DISP	033121	jan-mar 2021	03/31/2021	3,558.88	.00	
2327	TETON COUNTY SHERIFF-DISP	063021	APR-jun 2021	06/30/2021	9,111.85	.00	
Total 2327:					12,670.73	.00	
996	TETON COUNTY SPECIAL FIRE	063021	JUNE SPECIAL FIRE FUND 11	06/30/2021	16,295.18	.00	
Total 996:					16,295.18	.00	
1355	TETON COUNTY TRANSFER ST	514083	TRASH	06/10/2021	10.00	.00	
Total 1355:					10.00	.00	
1614	TETON COUNTY-FUND 10	063021	JUNE DIPATCH	06/30/2021	38,927.01	.00	
1614	TETON COUNTY-FUND 10	063021	JUNE PATHWAYS	06/30/2021	13,752.98	.00	
1614	TETON COUNTY-FUND 10	063021	JUNE PLANNING - KRISTI MALO	06/30/2021	3,828.04	.00	
Total 1614:					56,508.03	.00	
3027	TETON COUNTY-FUND 13	063021	Fire/EMS Monthly Contribution	06/30/2021	62,136.45	.00	
Total 3027:					62,136.45	.00	
5977	TETON EXCAVATION LLC	0000216	TRANSPORT EQUIPMENT TO A	07/02/2021	4,573.17	.00	
Total 5977:					4,573.17	.00	
268	TETON MOTORS INC	5098317	PUMP KIT	05/18/2021	32.37	.00	
268	TETON MOTORS INC	5098448	PAN, SEALANT	06/01/2021	70.81	.00	
268	TETON MOTORS INC	5098507	SENSOR, WIRE	06/07/2021	82.86	.00	
268	TETON MOTORS INC	5098528	PIPE	06/09/2021	54.10	.00	
268	TETON MOTORS INC	5098565	MODULE KIT	06/11/2021	333.80	.00	
268	TETON MOTORS INC	5098567	PUMP KIT	06/11/2021	32.37-	.00	
268	TETON MOTORS INC	5098569	HOSE	06/11/2021	48.66	.00	
268	TETON MOTORS INC	5098640	CONDENSER, SEAL	06/17/2021	167.43	.00	
268	TETON MOTORS INC	5098686	REMANUFACTURED TRANS	06/22/2021	2,890.14	.00	
268	TETON MOTORS INC	5098710	HEADLAMP	06/23/2021	721.95	.00	
268	TETON MOTORS INC	5098719	SEAL & GASKET	06/23/2021	22.14	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
268	TETON MOTORS INC	5098730	SEAL	06/24/2021	12.79	.00	
268	TETON MOTORS INC	5098764	CREDIT: REMANUFACTURE	06/28/2021	700.00-	.00	
268	TETON MOTORS INC	5098767	CREDIT: SEAL	06/28/2021	12.79-	.00	
268	TETON MOTORS INC	5098768	CREDIT: SEAL, GASKET	06/28/2021	22.14-	.00	
Total 268:					3,669.75	.00	
3162	TETON TRASH REMOVAL, INC.	21 JUL 971	TRASH REMOVAL	07/01/2021	11.75	.00	
3162	TETON TRASH REMOVAL, INC.	21 JUL 971	TRASH REMOVAL	07/01/2021	11.75	.00	
3162	TETON TRASH REMOVAL, INC.	21 JUL 971	TRASH REMOVAL	07/01/2021	11.75	.00	
3162	TETON TRASH REMOVAL, INC.	21 JUL 971	TRASH REMOVAL	07/01/2021	11.75	.00	
Total 3162:					47.00	.00	
6810	THE TIRE RACK, INC.	FZ35629	LT245/70R17- CP- DISCO AT3	05/14/2021	756.80	.00	
Total 6810:					756.80	.00	
2658	THERMO KING INTERMOUNTAI	PSI-017333	KIT CLUTCH TOOL SCREW, OU	06/14/2021	1,130.15	.00	
Total 2658:					1,130.15	.00	
3955	THOMSON WEST	844600588	ONLINE SOFTWARE SUBSCIPT	07/01/2021	451.39	.00	
3955	THOMSON WEST	844600588	ONLINE SOFTWARE SUBSCIPT	07/01/2021	451.40	.00	
Total 3955:					902.79	.00	
777	UPPER CASE PRINTING INK	17242	Newletter in the water bill	07/05/2021	220.11	.00	
Total 777:					220.11	.00	
6843	VEGA, JAIME	070821	bail refund 21-04-0222	07/08/2021	1,240.00	.00	
Total 6843:					1,240.00	.00	
1949	VERIZON WIRELESS	9883173181	June 871451763-00001	06/30/2021	5,708.37	.00	
1949	VERIZON WIRELESS	9883173181	MAY 871451763-00001	06/30/2021	5,695.55	.00	
Total 1949:					11,403.92	.00	
6319	VIRGINIAN VILLAGE CONDO H	536	3rd quarter dues	07/01/2021	540.00	.00	
6319	VIRGINIAN VILLAGE CONDO H	536	3rd quarter dues	07/01/2021	540.00	.00	
Total 6319:					1,080.00	.00	
5022	VISION SERVICE PLAN - (WY)	9571538598	JULY PREMIUM	06/17/2021	1,645.92	1,645.92	07/07/2021
Total 5022:					1,645.92	1,645.92	
2736	W.A.R.M. PROPERTY INSURAN	1370	PROPERTY INSURANCE	06/30/2021	282,842.44	282,842.44	07/01/2021
2736	W.A.R.M. PROPERTY INSURAN	1413	CRIME INSURANCE	06/30/2021	675.83	675.83	07/01/2021
Total 2736:					283,518.27	283,518.27	
244	WATTS STEAM STORE ROCKY	77145	COIL WELD GAS 22"	06/28/2021	1,840.00	.00	
Total 244:					1,840.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5149	WAVINGATYOU.COM	062821	US POLY MOUNTED FLAGS, W	06/28/2021	385.00	.00	
Total 5149:					385.00	.00	
6494	WELLER TRUCK PARTS	402316259	SENSOR OUTPUT, FRT	05/25/2021	113.26	.00	
Total 6494:					113.26	.00	
563	WESTBANK SANITATION	3727198	940 SIMON LANE	07/01/2021	53.15	.00	
Total 563:					53.15	.00	
1640	WESTERN STATE	SC271777	TROUBLE SHOOT AND REPAIR-	06/23/2021	3,564.63	.00	
Total 1640:					3,564.63	.00	
472	WHITE GLOVE CLEANING, INC.	106Z	PARKING GARAGE- TISSUE BA	06/30/2021	257.50	.00	
472	WHITE GLOVE CLEANING, INC.	107Z	MILLER PARK JANITORIAL	06/30/2021	224.00	.00	
472	WHITE GLOVE CLEANING, INC.	108Z	HOME RANCH- BATH TISSUE, J	06/30/2021	822.00	.00	
472	WHITE GLOVE CLEANING, INC.	109Z	PW- TRASH LINERS, FOAM SO	06/30/2021	462.00	.00	
472	WHITE GLOVE CLEANING, INC.	110Z	TOWN HALL- BATH TISSUE, TO	06/30/2021	466.00	.00	
472	WHITE GLOVE CLEANING, INC.	111Z	RESTROOM DELONEY- CLEANI	06/30/2021	452.50	.00	
472	WHITE GLOVE CLEANING, INC.	121Z	bus barn cleaning	06/30/2021	130.00	.00	
472	WHITE GLOVE CLEANING, INC.	14Z	MILLER PARK- TISSUE BATH	02/28/2021	33.50	.00	
472	WHITE GLOVE CLEANING, INC.	30Z	MILLER PARK tissue paper	03/31/2021	33.50	.00	
472	WHITE GLOVE CLEANING, INC.	36Z	DELONEY- FOAM SOAP, TISSUE	03/31/2021	179.00	.00	
472	WHITE GLOVE CLEANING, INC.	37Z	PARKING GARAGE- BATH TISS	04/01/2021	99.00	.00	
472	WHITE GLOVE CLEANING, INC.	38Z	HOME RANCH- TISSUE BATH, F	03/31/2021	279.50	.00	
472	WHITE GLOVE CLEANING, INC.	39Z	TOWN HALL- BATH TISSUE, PA	03/31/2021	367.50	.00	
472	WHITE GLOVE CLEANING, INC.	40Z	PUBLIC WORKS- PEAK SERV, LI	03/31/2021	405.00	.00	
472	WHITE GLOVE CLEANING, INC.	507B	MOVE OUT CLEANING @ W SN	04/14/2021	227.86	.00	
472	WHITE GLOVE CLEANING, INC.	508B	MOVE OUT CLEANING @ W SN	04/16/2021	133.38	.00	
472	WHITE GLOVE CLEANING, INC.	579B	carpet cleaning	05/28/2021	345.60	.00	
472	WHITE GLOVE CLEANING, INC.	70Z	np foam soap/black liner/tisse pap	04/29/2021	110.50	.00	
472	WHITE GLOVE CLEANING, INC.	7103	JANITORIAL SERVICES @ MILLE	03/31/2021	1,152.50	.00	
472	WHITE GLOVE CLEANING, INC.	7104	JANITORIAL SERVICES @ TOW	03/31/2021	2,130.00	.00	
472	WHITE GLOVE CLEANING, INC.	7105	JANITORIAL SERVICES- 2ND & 3	03/31/2021	350.00	.00	
472	WHITE GLOVE CLEANING, INC.	7107	JANITORIAL SERVICES @ PUBLI	03/31/2021	1,340.33	.00	
472	WHITE GLOVE CLEANING, INC.	7108	JANITORIAL SERVICES @ PARKI	03/31/2021	204.00	.00	
472	WHITE GLOVE CLEANING, INC.	7110	JANITORIAL SERVICES @ BUNK	03/31/2021	100.00	.00	
472	WHITE GLOVE CLEANING, INC.	7199	window cleaning,pressure washin	04/30/2021	3,048.13	.00	
472	WHITE GLOVE CLEANING, INC.	71Z	bus barn cleaning	04/29/2021	65.00	.00	
472	WHITE GLOVE CLEANING, INC.	7262	window cleaning,pressure washin	05/31/2021	3,048.13	.00	
472	WHITE GLOVE CLEANING, INC.	7391	window cleaning,pressure washin	06/30/2021	3,048.13	.00	
Total 472:					19,514.56	.00	
3619	WY CHILD SUPPORT ENFORCE	063021	case #209790	06/30/2021	146.76	146.76	06/30/2021
Total 3619:					146.76	146.76	
3148	WYO CONFERENCE OF MUNI C	070721	COURT CONFERENCE JUDGE/	07/07/2021	150.00	.00	
3148	WYO CONFERENCE OF MUNI C	070721	COURT CONFERENCE JUDGE/	07/07/2021	330.00	.00	
Total 3148:					480.00	.00	
6733	Wyoming Business Alliance	2926	FY22 MEMBERSHIP DUES	06/25/2021	400.00	400.00	07/01/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6733:					400.00	400.00	
4811	WYOMING LANDSCAPE MAINT	1307+6	evaluate irrigation and sod project	05/31/2021	1,182.18	.00	
4811	WYOMING LANDSCAPE MAINT	13299	INSTALL NEW SYSTEM TO EXIS	06/30/2021	6,229.59	.00	
Total 4811:					7,411.77	.00	
406	WYOMING LAW ENFORCEMEN	063021	21 STATE STATUE CASES	06/30/2021	105.00	.00	
406	WYOMING LAW ENFORCEMEN	C-11389	RED DOT SIGN HANDGUN INST	06/30/2021	165.00	.00	
Total 406:					270.00	.00	
1764	WYOMING.COM INC	2012366	DOMAIN HOSTING	06/05/2021	5.00	.00	
1764	WYOMING.COM INC	2017739	HOSTING	07/05/2021	5.00	.00	
Total 1764:					10.00	.00	
6717	WY-TEST	37576	NON-DOT PRE-EMPLOYMENT:	05/10/2021	160.00	.00	
6717	WY-TEST	37601	PRE-EMPLOYMENT: NON-DOT-	05/13/2021	80.00	.00	
6717	WY-TEST	37620	PRE-EMPLOYMENT: N. HOMES	05/14/2021	80.00	.00	
6717	WY-TEST	37650	RANDOM: FMCSA- T. PETERSC	05/21/2021	80.00	.00	
6717	WY-TEST	37684	RANDOM: FTA- M.LOEBE	05/27/2021	80.00	.00	
6717	WY-TEST	37730	PRE-EMPLOYMENT- DOT: K. BA	06/01/2021	80.00	.00	
6717	WY-TEST	37825	RANDOM: FMCSA- J. STORRUD	06/21/2021	80.00	.00	
6717	WY-TEST	37846	RANDOM: FTA- T. GUHEEN	06/23/2021	80.00	.00	
6717	WY-TEST	37848	RANDOM: FTA- C.WELLS	06/23/2021	105.00	.00	
6717	WY-TEST	37855	PRE-EMPLOYMENT- FTA- H. BA	06/23/2021	80.00	.00	
6717	WY-TEST	37864	RANDOM: FTA- J. DOVER	06/28/2021	110.00	.00	
Total 6717:					1,015.00	.00	
2179	XEROX CORPORATION	013763735	maintenance and supplies cost	07/01/2021	133.91	.00	
2179	XEROX CORPORATION	013763736	maintenance and supplies cost	07/01/2021	54.15	.00	
2179	XEROX CORPORATION	013763737	maintenance and supplies cost	07/01/2021	22.26	.00	
2179	XEROX CORPORATION	013819957	maintenance and supplies cost	07/02/2021	.00	.00	
2179	XEROX CORPORATION	013819958	Xerox maintenance and supplies	07/02/2021	62.13	.00	
Total 2179:					272.45	.00	
5539	Y2 CONSULTANTS, LLC	17819	E SIMPSON/MEADOWLARK	06/25/2021	1,827.25	.00	
5539	Y2 CONSULTANTS, LLC	17820	PROJECT: 21014CVL-CSD1: SIT	06/25/2021	12,315.25	.00	
Total 5539:					14,142.50	.00	
2842	YELLOW IRON EXCAVATION, LL	59147	trash removal - 915 Simon Lane	06/30/2021	35.00	.00	
2842	YELLOW IRON EXCAVATION, LL	59256	trash removal 455 vine street	06/30/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	59256	trash removal 455 vine street	06/30/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	59256	trash removal 455 vine street	06/30/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	59256	trash removal 455 vine street	06/30/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	59406	trash removal 155 east Pearl	06/30/2021	120.00	.00	
2842	YELLOW IRON EXCAVATION, LL	59407	ANIMAL SHELTER	06/30/2021	.00	.00	
Total 2842:					225.00	.00	
2158	ZEP SALES & SERVICE	9006341858	ZEP CAR & TRUCK TOUCH FRE	06/07/2021	1,019.51	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2158:					1,019.51	.00	
Grand Totals:					1,134,743.33	423,981.66	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	July 19, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-143 TEMPORARY SIGN PERMIT TCSD Fall Fest	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

The Fund for Public Education has requested to display one temporary banner under Section 5.6.1.C.4.d of the LDRs for the TCSD Fund for Public Education Fall Fest (see attached for details: 8' x 12' vinyl)

- 105 Buffalo Way, Albertsons during:
 - August 15 - 28, 2021

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

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:
 - 105 Buffalo Way, Albertsons during:
 - August 15 - 28, 2021

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

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

I move to **approve** the temporary banner in conjunction with TCSD Fund for Public Education Fall Fest subject to three (3) conditions of approval:

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:
 - 105 Buffalo Way, Albertsons during:
 - August 15 - 28, 2021



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

First, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: Fall Fest Physical Address of Event: 1235 Gregory Lane
Description of Event: Fall Fest is a community back-to-school celebration of TCSD#1 schools and programs.
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Fund for Public Education Phone: 307-732-9414
E-mail: P.O. Box 1048 Jackson, WY ZIP: 83001
jennifer@fundforpubliceducation.org Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way Jackson</u>	Physical Address: _____
Dates of Display: <u>August 15-28</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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

Jennifer Jellen
Signature of Authorized Event Applicant
Jennifer Jellen
Applicant Name Printed

6/7/2021

Date
Executive Director
Title

Fund for Public Education Fall Fest banner for Albertson's

- The banner is still being designed, but will be something like the example below
- It will be 8 feet wide x 12 feet tall, or smaller
- The material will be printed vinyl
- This is not a free-standing sign; it will be hung by rope through stainless steel grommets from the front (Broadway) side of Albertson's
- We've already reserved the spot with Albertson's
- Thank you!



STAFF REPORT



Meeting Date:	July 19, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-151 TEMPORARY SIGN PERMIT Rally for Clean Water	Public Comment:	Yes

Purpose & Policy Considerations.

To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.

Protect Our Water JH has requested to display three temporary banners under Section 5.6.1.C.4.d of the LDRs for the Rally for Clean Water (see attached for details: 10' x 12' vinyl)

- 105 Buffalo Way, Albertsons during:
 - July 30 – August 13, 2021
- 255 W. Deloney Ave, Miller Park Tennis Courts during:
 - July 30 – August 13, 2021
- 100 E Snow King Ave, Phil Baux Park Baseball Fence during:
 - July 30 – August 13, 2021

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

Recommendations.

The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following locations:
 - 105 Buffalo Way, Albertsons during:
 - July 30 – August 13, 2021
 - Miller Park Tennis Courts during:
 - July 30 – August 13, 2021
 - Phil Baux Park Baseball Fence during:
 - July 30 – August 13, 2021

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.

Applicant Submittal

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

I move to **approve** the temporary banner in conjunction with Protect Our Water JH Rally for Clean Water subject to three (3) conditions of approval:

1. The use of sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs is approved for the following location:
 - 105 Buffalo Way, Albertsons during:
 - July 30 – August 13, 2021
 - Miller Park Tennis Courts during:
 - July 30 – August 13, 2021
 - Phil Baux Park Baseball Fence during:
 - July 30 – August 13, 2021



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

First, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: Rally for Clean Water Physical Address of Event: Center for the Arts, 240 S Glenwood St., Jackson
Description of Event: Outreach and education event about local water quality with speakers in the auditorium and interactive displays in the lobby/lawn areas.
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Protect Our Water Jackson Hole, P.O. Box 1014, Wilson, WY Phone: Wendy: 307.699.7659
E-mail: wendy@protectourwaterjh.org ZIP: 83014
dan@protectourwaterjh.org Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: <u>Miller Park tennis court fence</u>
Physical Address: <u>105 Buffalo Way, Jackson, WY</u>	Physical Address: <u>N. Millward St, Jackson, WY</u>
Dates of Display: <u>July 30 - August 13, 2021</u>	Dates of Display: <u>July 30 - August 13, 2021</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: <u>Phil Baux Park baseball field fence</u>	Business/Description: _____
Physical Address: <u>E. Snow King Ave, Jackson, WY</u>	Physical Address: _____
Dates of Display: <u>July 30 - August 13, 2021</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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

Signature of Authorized Event Applicant

Dan Leemon

Applicant Name Printed

June 15, 2021

Date

Executive Director

Title

Temporary Sign Mockup:

- Size = 10ft x 12ft
- Material = Vinyl Banner with grommets
- Installation = Attached using most secure option at each location
(e.g. industrial zip ties, nylon cord, bungees, sand bags/weights)



PROTECT OUR WATER
JACKSON HOLE

RALLY FOR CLEAN WATER

August 12, 2021
Center for the Arts

powjh.org/rally

STAFF REPORT



Meeting Date:	July 19, 2021	Meeting Title:	Workshop
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Update Jackson Municipal Code Title 1 General Provisions	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to discuss key policy changes to Title 1 of the Jackson Municipal Code.

Requested Action.

Staff requests Council review the key policy changes presented and provide direction on each.

Recommendations.

Recommendations are provided for each item below.

Background.

The Town periodically updates the Municipal Code to ensure its applicability and content match the community's and municipality's needs and are relevant to current times. The Town Legal Department is currently reviewing one title at a time with the relevant departments and staff.

Analysis.

Key Policy Questions:

1. Should the Town reduce the administrative fee for a person convicted of or receiving a deferred adjudication for public intoxication from \$100.00 to \$25.00?
 - a) **Current Policy:** A person convicted of or receiving a deferred adjudication for public intoxication pays an administrative fee of \$100.00.
 - b) **Policy Decision Considerations:** Keeping the fee at \$100.00 brings the total amount paid for this offense (fine, cost, and fee) to \$210.00, which is relatively high compared to other offenses; if those convicted or subject to a deferred adjudication cause damage/harm financial restitution can be obtained - i.e. this fee is in addition to restitution.
 - c) **Staff Recommendation:** Reduce the administrative fee to \$25.00, bringing the total amount due from an public intoxication offender (fine, cost, and fee) to \$135.00.
2. Should the Town add minimum qualifications for all municipal judges (including alternate municipal judges)?
 - a) **Current Policy:** There are currently no minimum qualifications for the role of municipal judge.
 - b) **Policy Decision Considerations:** Setting some basic, minimum qualifications to ensure each judge is competent with regard to the complex procedure of court, has the experience and temperament to represent the Town as a judge, and has conducted themselves ethically during their career are common and advisable.
 - c) **Staff Recommendation:** Add that every municipal judge of the Town of Jackson is i) an active member of the Wyoming State Bar in good standing for at least five years prior to appointment; ii) free from any discipline by all state bars from which they hold licensure and state supreme

courts for a period of, at minimum, five years prior to appointment; and iii) successfully complete an employment screening.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

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

Fiscal Impact.

Revenue: Minimal. There are few fees in Title 1.

Expense: Minimal. The Town hired a consultant to review the entire Code, Title 13 included, for \$5,000.

Staff Impact.

The staff impact of updating the Municipal Code is significant. Reviewing and editing Title 1 has required 40 hours of time from the Legal Department to date.

Attachments or Links.

None.

Suggested Motion.

I move to direct staff to revise Title 1 of the Jackson Municipal Code 1) with the policy changes as presented in this staff report and any changes thereto discussed today, 2) with a full update to the Title for technical matters as identified by staff, and to thereafter bring back a full revised draft of Title 1 to Council at a future meeting.

STAFF REPORT



Meeting Date:	July 19, 2021	Meeting Title:	Regular
Submitting Department:	Joint Affordable Housing	Presenter:	April Norton
Agenda Item:	400 West Snow King RFP Award	Public Comment:	Yes

PURPOSE & POLICY CONSIDERATIONS: Council will consider the responses received for the 400 West Snow King Request for Proposals (RFP) for Affordable Rental Housing.

REQUESTED ACTION: Council will direct staff to work with one of the two respondents to develop an application for Low Income Housing Tax Credits (LIHTC).

RECOMMENDATION: Staff recommends working with BlueLine Development and Snow King Partners to further refine an application for the Fall LIHTC application round. During this timeframe, BlueLine Development will analyze the strengths of a 9% LIHTC deal vs. a bifurcated deal that includes both 4% and 9% LIHTC. Based on BlueLine's analysis, staff will bring back an application for review by the Council prior to the submission deadline, September 30, 2021.

Staff does not recommend pursuing a non-LIHTC financed deal (option 2) at this time. Staff does not provide analysis for the non-LIHTC option in this staff report.

BACKGROUND:

At the May 3, 2021 Regular Meeting, the Council directed staff to release a Request for Proposals (RFP) to develop Affordable multifamily housing at 400 West Snow King Avenue. Specifically, Council directed staff to release an RFP that required respondents to provide two options for financing the development:

- 1) **Option one** will require an application to the Wyoming Community Development Authority ("WCDA") and will utilize a combination of Low-Income Housing Tax Credits ("LIHTC"), HOME Investment Partnerships Program Funds ("HOME"), National Housing Trust Funds ("NHTF"), Town funding and private funding. (These programs require affordability at either <45% median family income or <60% median family income depending on the funding source.)
- 2) **Option two** will not include any LIHTC, HOME, or NHTF funding and will instead rely on private financing and Town funding. Affordable Rental restrictions must be utilized in the option, serving households earning 0-50%, 50-80%, and 80-120% median family income.

The RFP also required respondents to include a design that:

- Provides a minimum of 24 residential units, with more units generally being more desired;
- Maximizes the amount of residential space facing Snow King Avenue;
- Improves the existing alley on the eastern portion of the property;
- Addresses the dead-end on the south side of the property by creating an alley extension on the south side of the property; and
- Meets all Land Development Regulation requirements.

The RFP was released May 4, 2021 and closed June 3, 2021. Two responses were received and reviewed by the Housing Supply Board (HSB). The HSB then interviewed both teams June 15, 2021. The RFP responses are provided as attachments to this staff report. The HSB had additional questions for both teams and those questions and answers are also provided as an attachment to this staff report. All this information may also be found on the Housing Department's website.

ANALYSIS:

Team One: Dawson Holdings Incorporated (DHI) – California-based design/build firm with extensive tax credit experience outside Wyoming.

- Strengths. Extensive experience with tax credits in other states. Each unit has outdoor space (decks). They are currently building a similar building in California (180-unit version). This is the lower cost option.
- Weaknesses. No local experience. Per square foot estimated costs are very low (\$364/sf) compared to what we are seeing in the marketplace right now. Their approach to finding construction labor does not seem applicable to local market. Current proposal does not meet parking requirements, although staff believes these can be met with tweaks to the site plan.
- Proposed Unit Mix. 35 apartments. 18 three-bedroom units and 17 one-bedroom units for a total of 71 bedrooms. They will secure a fixed price contract at construction drawings for both deals.
- Approach to LIHTC Budget. DHI will seek a long-term ground lease from the Town for this development. If the project receives a partial award, DHI will look to the Town to fill the gap. They will also consider buying into the project themselves. The Town will have an option to become the full owner of the project upon expiration of the tax credits and can then refinance project. Purchase price will be negotiated at the time of buy out.
- Approach to non-LIHTC Budget. DHI will seek a \$2.1m loan from the Town and ask that all impact, exaction, and public works fees be waived. DHI will contribute \$765,000 cash. In this scenario, the Town retains ownership of the property and improvements and receives 5% of cash proceeds. DHI manages the property and receives 95% of the cash proceeds until DHI's loans are paid off. If construction costs are higher than estimated, DHI will first forfeit developer fees and then ask the Town to fill the gap. All units in this scenario are priced at the Affordable 80-120% range.

Team Two: Snow King Partners (SKP) – Local developers Tyler Davis and Joe Rice, Design Associates Architects, Nelson Engineering, GE Johnson – and BlueLine Development (for LIHTC option only).

- Strengths. Recent local experience. BlueLine has an excellent reputation with the Wyoming Community Development Authority (WCDA) and is highly recommended by the WCDA staff. Quality storage per unit and meets current parking requirements. Estimated cost per square foot (\$517/sf) seems much more grounded in the reality of the local market.
- Weaknesses. Developer fee in the non-LIHTC option is above market at 6.5% and the funding gap is very high with less affordability.
- Proposed Unit Mix. 48 apartments. 24 one-bedroom units, 12 two-bedroom units, and 12 three-bedroom units for a total of 84 bedrooms. They will secure a Guaranteed Maximum Price (GMP) contract between design drawings and construction drawings.
- Approach to LIHTC Budget. BlueLine will lead the LIHTC application process. Prior to applying, BlueLine will determine feasibility of receiving a waiver for cost limits and a partial award. If these are not viable options, BlueLine will work to structure an application that leverages 4% LIHTC (noncompetitive source that provides 30% equity instead of 70% equity like 9% credits) with 9% LIHTC. Either deal structure will need to be submitted to

WCDA by the end of September. If the project receives a partial award, SKP and BlueLine will look to the Town to fill the gap.

- Approach to Non-LIHTC Budget. SKP will seek to fill the equity gap for the project by selling first rights of rental to local employers. They then propose to sell a building to a local employer (like the hospital). And finally, they propose seeking funding from the Town. Their identified gap to provide all Affordable 80-120% units is around \$7m.

Staff recommends working with BlueLine Development and Snow King Partners to further refine an application for the September 2021 LIHTC round. During this timeframe, BlueLine Development will analyze the strengths of a 9% LIHTC project vs. a bifurcated project that includes both 4% and 9% LIHTC. Based on BlueLine's analysis, staff will bring back an application for review by the Council prior to the submission deadline, September 30, 2021. Staff does not recommend pursuing a non-LIHTC financed deal at this time.

Staff makes this recommendation based on several factors:

- The cost estimates provided by DHI do not seem feasible.
- SKP and BlueLine cost estimates reflect the current market.
- DHI has zero experience working with WCDA. Based on our past experiences, having relationships with the WCDA team and understanding their process is very important.
- BlueLine comes highly recommended by the WCDA team and has a strong track record of receiving credits and delivering quality developments. They will commit three staff to this project, including Christian Pritchett who is a former WCDA staff member.
- To achieve the greatest affordability, LIHTC allocations must be awarded. BlueLine gives the Town the best chance to receive that award and is partnered with a development team that is very familiar with the local code and construction constraints.
- The non-LIHTC option for the Snow King Partners team is too expensive, delivers less affordability, and could include selling rights of rental to local employers.

COMPREHENSIVE PLAN & PRIORITY ALIGNMENT:

Comprehensive Plan Policy:

- House at least 65% of the workforce locally. 5.1.a
- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a

Housing Action Plan Initiative:

- Provide land as a public subsidy and build development partnerships. 2B
- Seek and support grants, tax credits, loans, and other sources of funding. 4C

FISCAL IMPACT:

Future costs include platting and rezoning, estimated cost \$30,000, and development, which at a minimum will include a long-term ground lease with a nominal fee. Additional funding from the Town will be needed for this development, but the exact amount will not be known until LIHTC allocations are awarded in early 2022. Currently, the Town has \$1,968,175 in unrestricted Housing Supply funds and \$686,386 in restricted housing funds. Staff anticipates utilizing these funds to fill the gap for this project.

STAFF IMPACT:

The Joint Housing Director will lead this effort. Other departments that will be involved include: Town Legal, Town Planning, Town Community Development, Town Public Works, and Town Manager.

ATTACHMENTS OR LINKS:

DHI RFP Response

DHI Answers to HSB Questions

Snow King Partners & BlueLine Development Response

Snow King Partners & BlueLine Development Answers to HSB Questions

SUGGESTED MOTION:

I move to direct staff to work with BlueLine Development and Snow King Partners to develop a draft application that includes a revised site plan for the September 2021 Wyoming Community Development Authority Low-Income Housing Tax Credit program and to present the draft application to the Council for review and approval prior to application submission.

**Town of Jackson RFP
400 Snow King Ave**

To the Town of Jackson,

Congratulations on improving this property's zoning and dedicating the parcel to the creation of new affordable housing. It takes a village to coordinate the various components of such a project, and outlined is DHI's proposal to join your efforts as a neighbor, community member, problem-solver, financial supporter, and co-creator.

At DHI, we take this honor as our highest calling. DHI along with our partners, HMA Architecture and Precision General, have vast experience in solving problems regarding the design, construction, and financing of affordable housing. In such a project, we are seeking affordable rental housing, quality construction, beautiful design and seamless site integration, as well as a pathway to financial feasibility.

Our proposed design maximizes the site to build 35 residential apartments in 2 buildings. 18 of the apartment units are designed as 3 bedrooms and 2 bathroom units to accommodate families with children; and 17 units are 1 bedroom apartments, ideal for couples or singles in Jackson. The proposed buildings would come equipped with several amenities and community spaces to serve distinct modes of life while establishing the highest quality for future residents and neighbors.

If our application is selected, we will pursue such a design, regardless of whether the project is funded through LIHTC (public) or Local (private) funding sources. With a project ideally breaking ground in the spring of 2022, the benefit of having the same project design regardless of funding source means that we would not have to wait for the results of the 9% LIHTC application to proceed with construction drawings. In the final section of this proposal are narratives, financial projections, and corresponding timelines for two respective financing routes: LIHTC and local funding.

We look forward to your partnership, feedback, and discussion as we consider the best way forward to new affordable housing at 400 W. Snow King Ave.



DHI
Quality is Affordable

Sincerely, Tim Fluestch

Phone: (801) 244-6658
Email: tfluetsch@d-h-i.net

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DHI

Quality is Affordable

Dawson Holdings, Inc.
7250 Redwood Blvd
Suite 214
Novato, CA 94945
Phone: 415-332-8393
Fax: 415-332-8391

Contact:
Tim Fluetsch
Phone: (801) 244-6658
Email: tfluetsch@d-h-i.net

Thomas Dawson, President
Tim Fluetsch, Vice President, Acquisitions
John Hartwick, Vice President, Asset Management
Tony Adair, Legal Counsel
Lenester Erickson, Asset Management
Justin Solomon, Acquisition & Development Officer
Dino Thomas Adelfio, Acquisition & Development

Section B) Qualifications and Project Team

Dawson Holdings, Inc. ("DHI") is an affordable housing development and preservation company. DHI has experience developing over 6,000 units across the American West. In addition to affordable ground-up development projects; DHI has acquired a number of properties with Section 8 contracts, existing FHA, HUD or USDA RD mortgage financing, as well as conventional properties suitable for affordable housing. Our general contractor affiliate, Precision General Construction Company (PGCC), has refurbished over 40,000 apartment units in 15 states. DHI currently owns more than 2,100 housing units. Please see the list of properties below.

For more details on DHI's experience, projects, and personnel, please visit www.D-H-I.net

Key Personnel

Thomas Dawson is the owner and President of DHI and Precision General Commercial Contractors. As a General Partner he has developed over \$400 million of apartments and as a General Contractor he has completed the rehabilitation and construction of more than 50,000 units.

In addition to apartment construction and development his professional experience includes project development of restaurants, hotels, office buildings and housing totaling over \$250 million.

Thomas received his BA in Architecture at Pratt Institute in New York City.

Tim Fluetsch is Vice President/Acquisitions for DHI, a Sausalito, California-based affordable housing development company. He is responsible for identifying potential acquisition/rehabilitation opportunities and overseeing project due diligence, financing and closing.

Prior to joining DHI, Tim was a vice president and partner of Boston Financial Group, where he was responsible for originating, underwriting and negotiating tax credit multifamily property acquisitions on behalf of investors. Before joining Boston Financial in 1994, he was an assistant vice president for business development and property acquisitions with Aldrich Eastman Waltch in Boston.

Fluetsch earned his bachelor's degree in Economics from the University of California, Berkeley, and an MBA degree from the Wharton School at the University of Pennsylvania.

John Hartwick is Vice President-Asset Management and President of Pacific American Properties, Inc. John Hartwick supervises the onsite property management and IT areas of asset management of DHI. Prior to joining DHI, John held senior property management positions at Cohen-Esrey and sunburst Property Management. John has a bachelor's degree from Kansas State University.

Anthony Adair is General Counsel to DHI and Pacific American Properties, Inc. Anthony provides transactional and partnership advice, supervises outside counsel and handles dispositions and refinancing of various company assets, in addition to providing general legal advice on various matters. Prior to joining our team, Mr. Adair worked as a litigation attorney for a law firm in San Jose which specialized in the representation of landlords and property owners/managers. Mr. Adair has a B.A from the University of California, Santa Barbara, an MBA from the Graziadio School of Business & Management at Pepperdine University and a J.D. from Santa Clara University School of Law. Mr. Adair is member of the California Bar Association and is authorized to practice law before all courts in California, including the United States District Court for the Northern, Central and Eastern Districts of California.

Lenester Erickson is Asset Manager for DHI and Pacific American Properties, Inc. Lenester is responsible for the oversight of finances and contractual obligations to lenders, trustees, equity investors and federal agencies, ensures that projects comply with regulatory requirements. Lenester prepares ownership entity accounting books and Balance Sheet for each project and supervises the asset management portfolio of Dawson Holdings, Inc. Previously, Ms Erickson was a Project Coordinator at Precision General Commercial Contractors and an auditor at PriceWaterhouseCoopers LLC. Ms Erickson graduated from San Francisco State University with a BS in Accounting.

Justin Solomon is the Acquisitions & Development Officer for Dawson Holdings, Inc. ("DHI") where he devotes his heart and mind to the acquisition, preservation & new construction of low-income housing development projects in California. Prior to joining the DHI team, Mr. Solomon was Director of Development for Impact Development Group, and previous to that Director of Asset Management for Mission Housing Development Corporation; a San Francisco-based non-profit, affordable housing developer. Mr. Solomon majored in Psychology from the University of Pittsburgh, converses in French and German...and a little bit of Thai.

Dino Thomas Adelfio advances acquisition and development projects for DHI. He has experience in acquisition, development, finance, ground-up and residential conversion projects. Since 2013 Dino has worked on real estate and urban planning projects primarily in California with private and non-profit partners. For the past several years, Dino's volunteered through a UC Berkeley Program to teach industry specific and professional development skills to local High School students. On state and municipal levels, Dino has been active in promoting policy improvements, and in 2020 advanced a statewide housing bill into law making it easier for thousands of faith-based organizations to build affordable housing.

DHI's experience with a variety of financing partners

Here are a number of debt and equity partners DHI has worked with:

Debt:

Red Stone Partners
Wells Fargo Bank
Centerline Capital
Citi Community
Prudential Mortgage Capital
Walker & Dunlop
PNC Mortgage
Pillar Multifamily
R4 Capital Funding
Suntrust Commercial Real Estate
Capital One

Equity:

Boston Financial
Capmark
Centerline Capital
WNC & Associates
Boston Capital
Affordable Housing Partners
R4 Capital

Three References and brief project reference for DHI

Ed Mayer - Executive Director, Housing Authority of the County of Butte. We are partners in a 32-unit USDA RD acq/rehab project in Gridley Springs (Gridley, CA). The project was financed using tax-exempt bonds, 4% LIHTC, USDA 538 loan, USDA 515 loan assumption and HOME. In addition, we sold an adjacent 24-unit phase to the Housing Authority.

Email edm@butte-housing.com
Phone 530-774-1848 ext. 215
Address 2039 Forest Ave Chico, CA 95928

Michelle Starratt - Housing Director, Alameda County Housing and Community Development. We purchased a 109-unit apartment property with the financial assistance of the Alameda County HCD. The project was a gut-rehab and almost completely re-tenanted.

Email michelle.starratt@acgov.org
Phone (510) 670-5207
Address 224 W. Winton Ave, Room 10 Hayward, CA 94544-1215

Christine Groth Weichert - Program Manager, Sacramento Housing and Redevelopment Agency. We have worked with SHRA on a number of projects. Sunnyslope was a 32-unit new construction project for families in Sacramento CA. The project was financed using tax-exempt bonds, 4% LIHTC and SHRA loans.

Email cweichert@shra.org
Phone (916) 440-1353
Address 801 12th Street, 2nd Floor Sacramento, CA 95814
United States of America

DHI

Quality is Affordable

Dawson Holdings, Inc.

7250 Redwood Blvd

Suite 214

Novato, CA 94945

Phone: 415-332-8393

Fax: 415-332-8391

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Counsel

Lenester Erickson, Asset
Management

Justin Solomon,
Acquisition &
Development Officer

Dino Thomas Adelfio,
Acquisition &
Development

DHI's Property Portfolio

1	College View	Marysville	CA	88	CalHFA HUD
2	Unity Estates	Sanger	CA	88	HUD
3	Tracy Village	Tracy	CA	72	HUD
4	Willow Tree	Sacramento	CA	108	HUD
5	Rosswood Manor	Sacramento	CA	97	HUD
6	Yuba Gardens	Marysville	CA	120	HUD
7	Kings Gardens	Hanford	CA	100	HUD
8	Park Hill	Hayward	CA	109	LIHTC
9	Tracy Garden (1)	Tracy	CA	88	HUD
10	Casa de Angelo (1)	Sacramento	CA	100	HUD
11	Broadway Senior (1)	Sacramento	CA	120	HUD
12	Trans Pacific	Chico	CA	164	HUD
13	Kachina (1,2)	Casa Grande	AZ	96	USDA, HUD

	14	Cherry Glen (2)	Woodland	CA	44	HUD
	15	Gridley Springs	Gridley	CA	32	USDA
	16	Bell Mirage Estates (2)	Surprise	AZ	60	LIHTC
	17	Hill N Dell	Phoenix	AZ	140	HUD
	18	Northcrest	Big Springs	TX	64	HUD
	19	Pine Haven	Marshall	TX	64	HUD
	20	Hanbury Manor (2)	Logan,	UT	108	LIHTC
	21	Woodside Village	Palestine	TX	96	HUD
	22	Grandview Place	Missoula	TX	48	HUD
	23	King's View Estates	Fresno	CA	116	LIHTC
	24	Pacific Coast Villa	Long Beach	CA	50	HUD
	Total				2,182	
	(1) Senior property					
	(2) 9% LIHTC					

DHI: Problem Solvers

Sunnyslope Apartments, Sacramento CA



Sunnyslope Apartments is a 32 unit ground up affordable housing development project that DHI completed and continues to own and operate. The buildings have an attractive facade and distinctive roofline, thanks to Architect Robert Hayes' use of clearstory bedrooms in all the upper floor units, which also provides each unit with a more spacious feeling. The exterior siding on the two-story structures consists of a mixture of wood, stucco, and siding material.

Kachina Apartments, Casa Grande AZ

As part of the environmentally conscious rehab of a 96-unit senior complex, DHI installed a 20,000 gallon water reclamation system that harvests water runoff and stores it in tanks buried under a new xeroscaped property. The system harvests approximately 110,000 gallons per year serving all irrigation needs at the property. The xeroscape landscaping at the project saves an additional 1.25 million gallons per year. 148 solar panels were also installed, capable of generating 31.82kW of electricity, reducing electricity bills. The project remains a model for DHI as an inspiration of environmental progress for all of our developments across the West.



King's View, Fresno California



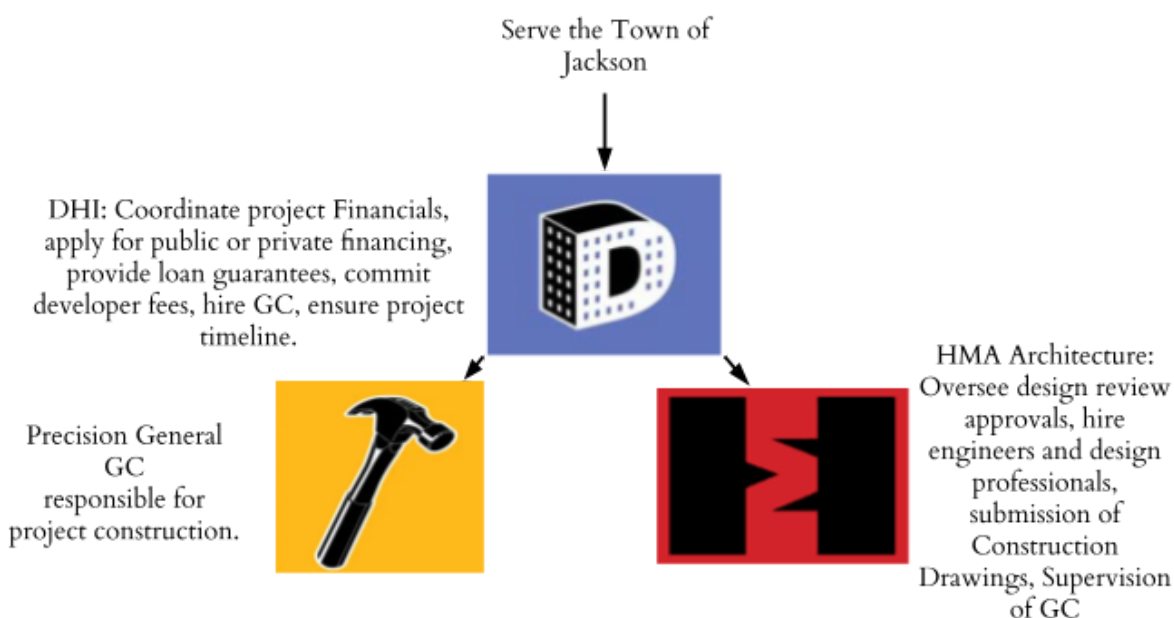
King's View is a remarkable 116 unit affordable housing project that we developed. DHI found solutions to improve the property and quality of life for the residents. We maximized energy efficiency – tenants pay nearly \$0 in energy bills, built out a community room for activities and homework, and added play structures and new fencing along the site. King's View exemplifies how DHI finds solutions to improve building management and life for tenants, while maintaining affordability.

As the developer, **DHI** will be responsible for finalizing plans, organizing subcontractors, implementing budgets, organizing project loans and other funding sources, applying for bond allocations, engaging with the community, and meeting all project timelines.

Hoffman Morgan & Associates will be responsible for the architectural work on this project including hiring appropriate engineers and additional design subcontractors. HMA is licensed in Wyoming and based in Montana. Their portfolio includes over 4,200 units in multifamily projects. Our team is constantly in discussion with various engineers including civil and MEP engineers, we've decided not to name a specific engineer in this application. Our working engineer partners on the project would be engaged and disclosed after the contract is awarded.

Precision General Commercial Contractors will be responsible for the general contracting (GC) work on this project.

Team Organizational Chart



Proposed Property Management Company: Tamarack Property Management Co. ("Tamarack") was established as a full-service management company in 1986. Tamarack has grown from a very small, local management company to one of the largest property management firms in the Rocky Mountain Region. Our corporate office is located in Billings, Montana and we currently manage properties throughout Montana, Wyoming and Utah. Tamarack specializes in affordable housing management and is experienced with HUD, Rural Development, Tax Credit and HOME program requirements. We have a strong background in commercial property and conventional apartment management and are able to match the needs of our clients with the skills of our staff to ensure continuous fulfillment of our clients' goals and our contractual obligations. Using a system of state of the art technology, our staff is dedicated to measurable results.

Tamarack Property Management Co. provides complete real estate management services for conventional and affordable housing communities, including those governed by HUD, Rural Development, HOME and Section 42 regulations. Tamarack's greatest asset lies not in size, but in our personal and dependable service to owners, residents and staff. Our commitment to service and accountability has resulted in successful, lasting relationships with our clients and colleagues. Our experienced staff bring a unique dedication to the housing industry. As a result, Tamarack receives regular referrals from our housing partners and has been recognized on two separate occasions as the HUD Manager of the Year for Region VIII.

a) Resumes for Precision General Commercial Contractors and HMA Architecture



Precision General Commercial Contractors, Inc.

300 Turney St., 2nd Floor
Sausalito, CA 94965
415-332-8390 fax 415-332-8391

Submitted To:	Town of Jackson WY
President/CEO	Thomas Dawson
California License Number	790153 Class B
Additional States in which we have or hold License	Arizona, Nevada, Virginia, Washington, West Virginia
Years in Business as Contractor	24 years
Years in Business under Present Business Name	20 years
Former Business Name	Precision General Contractor's Inc.
Date of Incorporation	Corp No. C2258966 / Filed 8-24-2000 / State of CA.
Bonding Capacity / Company:	\$120,000,000 (One Hundred, Twenty Million dollars) Alliant Insurance Services, Inc Contact: Lyn Genito (559) 374-9576

PGCC is a Client Service Business. Precision General Commercial Contractors, Inc. is a national construction company focusing on the rehabilitation and new construction of multi-family real estate.

Our mission is to provide exceptional service to our clients, delivering with great fairness and high integrity on-time and on-budget construction services.

Our services include General Contracting, Project Management, Owner Representation, Due Diligence and overall Construction Management Services.

We have completed over 50,000 units of multi-family housing projects.

Our specialization enables us to deliver the most competitive pricing and scheduling to each project. The expertise of our team, which includes real estate professionals, architects, and licensed construction professionals, brings a multi-dimensional approach of problem resolution, resulting in greater value for our clients.

PRECISION: EXPERIENCED

50312

We have already completed over 50,000 units in the United States. Take a look at some of what we've done.

Business Size: Over the past five years PGCC business averaged approximately 50 million annually with a low of 30 million and a high of 75 million of gross volume. We are a medium sized general contractor. Our current number of full time employees is 42. Our Headquarter Office has been in Sausalito, California for the past 24 years. Additionally, for the last 12 years, we have operated a Regional Office in Fresno, Orange County and Sacramento. Our staff is comprised as follows:

Regional VPs / Superintendents / Project Managers	25
Executives / Accounting Executive	3
Sausalito Office Staff	6
Sacramento Office Staff / Estimators	8

The items we feel are most crucial to successful project management include:

- 1) Owner Management buy-in to the proposed project, schedule and phasing
- 2) Clear project documents, including plans, specs and project protocols
- 3) Communication: constant and thoughtful communication between all parties
- 4) Transparency: contract structure which aligns Owner, A/E team and Contractor interests.
- 5) Great attitude: We love what we do and will work hard to make the project a positive experience for all parties.

MICHAEL MORGAN

architect

Michael Morgan is a LEED accredited licensed Architect, and has been practicing for over 30 years with consciousness about ecological impact and how he can do his part to influence awareness for his clients. Whether that means recycling materials, environmentally neutral material use, solar orientation, energy efficiency, xeriscaping, or net-zero, it's all human behavior that makes a difference toward sustainability.

Michael made Sun Valley, Idaho his home for 21 years and was principal of his firm, Michael Morgan and Associates. A majority of his architectural services focused on custom residential ranging in scale from small remodels to multi-million dollar estates. Other architectural services included multi-family, commercial, light industrial, hospitality, land planning, and project management.

Michael relocated to Missoula, Montana in 2010 where he joined James Hoffmann and Associates. Michael assumed company ownership in 2011 and changed the name to Hoffmann Morgan and Associates. As a result, expertise and diversity broadened immensely for the benefit of their clients.

QUALIFICATIONS

Licensed Architect since 1990 – Montana, Idaho

LEED AP - (Leadership in Energy and Environmental Design), Sustainable architecture

CAD - 30 years of CAD experience

Planning - Architectural Planning, Land Planning, Entitlements

EDUCATION

Bachelor of Architecture, 1987
LEED Accreditation, 2009

University of Idaho

EXPERIENCE

2010-Present **Principal Architect – Hoffmann Morgan and Associates**

- Specializing in sustainable and affordable housing projects, land planning, Eco-Conscious Custom Residential, Historic Preservation, Commercial, Light Industrial, and Mixed-Use projects

2009 **Project Architect - Living Architecture** **Ketchum, Idaho**

- Eco-conscious federally funded affordable rental housing with green building products, P.V. panels, and ground source radiant heat

1999-2009 **Principal Architect – Michael Morgan and Associates** **Ketchum, Idaho**

- Long list of eco-conscious Custom Residences, Commercial Projects, Hospitality, Multi-Family, and Light Industrial

1989-1999 **Project Architect** **Ketchum, Idaho**

- Firms: McLaughlin & Associates, Michael Blash and Associates, Mark Gasenica Architect, Barry Berkus Architects, Serena Stewart Architect
- Projects - Custom Residential, Commercial, Hospitality, Multi-Family, P.U.D.

1987-1989 **Intern Architect** **Portland, Oregon**

- Firms: Mackenzie/Saito, Jensen Krauss Schoenleber
- Projects: Commercial, Light Industrial, D.O.E., custom residential



Federally Funded Projects

HMA has provided architectural services for many projects that were federally funded by the CDBG and Home Grant programs, and by federal Public Housing Funds. All of these projects required the full array of architectural services, including:

- preliminary scoping
- budget development
- schematic design development
- worker wage rate interviews (when required)
- construction/bid/permit documents
- bidding and negotiating
- construction contract administration
- project closeout

Having worked on many federally-funded developments, we understand the need to meet the whole array of federal requirements for:

- equal opportunity
- wage rates
- procurement
- budget adherence
- change orders
- contractor performance guarantees
- schedule adherence
- project closeout procedures

PROJECT BUDGETS

- **HMA** met the budgets for all the projects listed in the following pages.
- **HMA** believes that achieving the most with minimal means is a “green” and “sustainable” design criteria. Our federally funded affordable housing work, whether rental or owner occupied, has been an exercise in getting the most out of our clients’ always limited funding.

CHANGE ORDERS

- The maximum percentage amount of change orders (amount of change orders divided by the total project cost) for any of the following projects has never exceeded 1.7%, and usually is between .75% and 1.5%.

List of Federally Funded Projects

Missoula Housing Authority Projects:

All of the following projects were completed for MHA on time and within budget.

Contact: Lori Davidson, 549-4113.

H.U.D. #	Date	Construction Value	No. Units	Scope	A/E Fee	A/E Fee Const. Value
33-1	3/85	\$86,000	10	Rehab.	\$11,300	13.1%
33-8	3/85	NA	12	Acquis.	\$3,000	NA
33-2	4/86	\$24,000	38	Rehab.	\$1,400	5.8%
33-3	9/86	\$156,000	50	Rehab.	\$12,560	8.0%
33-9	8/86	\$575,000	15	New Const.	\$40,250	7.0%
33-11	10/87	\$129,000	25	Acq/Rehab	\$12,880	10.0%
33-12	9/88	\$127,000	25	Acq/Rehab	\$11,426	9.0%
33-12.2	8/91	\$43,000	15	Rehab.	\$1,500	3.5%
33-3 CIAP	9/90	\$401,000	51	Rehab.	\$30,000	7.5%
33-18	6/93	317,000	5	New Const	\$28,500	9.0%
	2015	\$2,200,000	63	Rehab.	\$109,000	5.0%
Total		\$4,224,000	309		\$287,916	

- **River Ridge Apartments-Missoula MT. 2015:** Our latest project with MHA is a 70 unit affordable senior living Rehabilitation project awarded with Low Income Housing Tax Credits (LIHTC).

CDBG and/or Home Programs:

All projects were built within the budget constraints of the developers. All projects' documents were reviewed and approved by the State of Montana and/or local authorities without any amendments or corrections. HMA consulted with governing agencies in assuring conformance with state requirements and assisted owners with grant responsibilities.

1. The Homesteads (\$1,300,000) is an eighteen unit 'for sale' duplex townhome project constructed within budget, and had total change orders of under than 1.5%. 1996. Contact: Jim Morton, Human Resource Council, 728-3710.
2. Eaton Street Condominiums (\$1,700,000) is a joint venture of the Missoula Housing Authority and the Western Montana Mental Health Center. It's a 36 unit 'for sale' project constructed within budget, and had total change orders of under 1.5%. 1996. Contact: Lori Davidson, MHA, 549-4113, Patty Kent, 360-8912.
3. The Cottages at Edna Court (\$400,000) is an eight unit elderly rental project in Superior, MT. It was constructed within budget with 1.7 % change orders. 1998. Jim Morton, Human Resource Council, 728-3710.

4. SHAREhouse project (\$425,000) is an interim housing group home for recovering substance abusers. The successful low bidder was ten percent under the architect's estimate, and all change orders amounted to less than .75%. 2000. Contact: Patty Kent, W. Montana Mental Health Center, 360-8912.
5. The Blattner Apartments (\$600,000) is a HUD 811 funded handicap accessible eight unit apartment project for a national developer, Accessible Space, Inc. 2000. Contact: Matt Crellin, (800)466-7722.
6. Western Montana Mental Health Center Wyoming St. Campus is comprised of three office buildings, with a budget of \$2,200,000. The project was completed on time and in budget. 2001. Patty Kent, W. Montana Mental Health Center, 360-8912.
7. Whittier Court (\$350,000) four new 'for sale' single family detached homes, which were constructed on budget and on schedule for the North Missoula Community Development Corp. (NMCDC) 2002. Contact: Bob Oaks, 829-8414.
8. Clark Fork Commons (\$2,400,000.) is a 25 unit affordable 'for sale' townhome project that was brought in under budget and on time for the NMCDC. 2002. Contact: Bob Oaks, 829-8414.
9. Stephens House/Carol Sem Apts. (\$650,000) is a group home for those in crisis and six studio apartments for the W. Mt. Regional Mental Health Center. It was constructed on time and on budget. 2006. Patty Kent, W. Montana Mental Health Center, 360-8912.
10. Burns St. Commons (\$1,700,000.) is a seventeen unit affordable 'for sale' condominium project for the NMCDC. It was completed on time and in budget. 2009. Contact: Bob Oaks, 829-8414.
11. Lee Gordon Place is a 7 unit affordable 'for sale' townhome project for the NMCDC. It was completed on time and in budget. 2018. Contact: Bob Oaks, 829-8414.

Other Residential Projects for Non-Profit Organizations

Group Home Projects:

In addition to the two group homes identified above, **HMA** has also provided architectural services for the following additional group homes:

1. Mission Mountain Enterprises 6 bedroom group home was newly constructed in Polson for developmentally disabled persons. 1993. Contact: Brody Moll, (406)676-2563.
2. Opportunity Resources Group home is a remodel of a six bedroom home for developmentally disabled persons in Missoula. 1993. Contact: Jack Chambers, 329-1700.
3. Mission Mountain Enterprises 8 bedroom group home was newly constructed in Polson for developmentally disabled persons. 1995. Contact: Brody Moll, (406)676-2563.
4. Carol Graham Home is the remodel of a former children's shelter into family housing for recovering mothers and their children. 2002. Patty Kent, W. Montana Mental Health Center, 360-8912.
5. Camp Mak-A-Dream is a residential campus for children with cancer in Gold Creek, Montana. 1993.

Youth Homes, Inc. Projects:

HMA provided architectural services for Youth Homes for the following projects:

1. Alder St. Attention Home and Offices (remodel) 1990+/-
2. Corporate offices and Attention Home (new construction and two remodel/additions) 55 North California St. 1992
3. Talbot Boys and Girls Home (new construction) 2105 42nd St. 1992
4. Rosemary Gallegher Childrens Home (remodel/Addition) 3rd St. 2002
5. Sherry Francetich Childrens Home (remodel) 2006
6. Radke Home for Boys (remodel/addition) 3218 Helena 2008

Special Housing Needs Clients:

- The Western Montana Mental Health Center
- The Missoula Housing Authority (MHA)
- The District XI Human Resource Council
- Camp Mak-A-Dream
- Missoula Youth Homes
- Missoula Mountain Enterprises, Big Bear Enterprises and Opportunity Resources Inc.
(All developmentally-disabled service providers)
- Accessible Space Inc., a national developer of JUD funded accessible housing
- The City of Missoula
- Habitat for Humanity
- The North Missoula Community Development Corporation (NMCDC)
- Montana Fair Housing

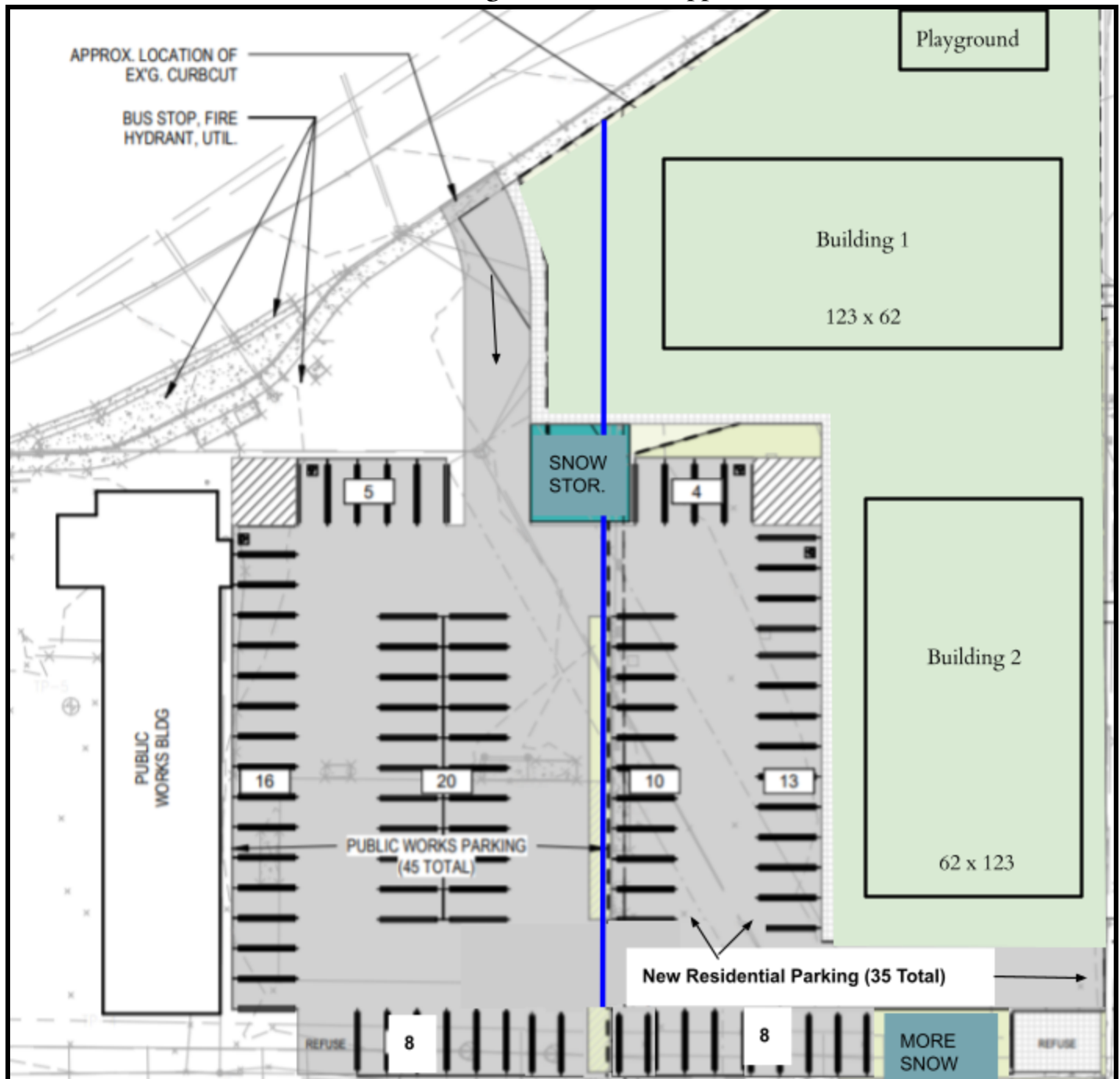
ELEVATIONS



SNOW KING AVE. ELEVATION

Proposed design layout for 35 affordable apartments at 400 West Snow King Ave.

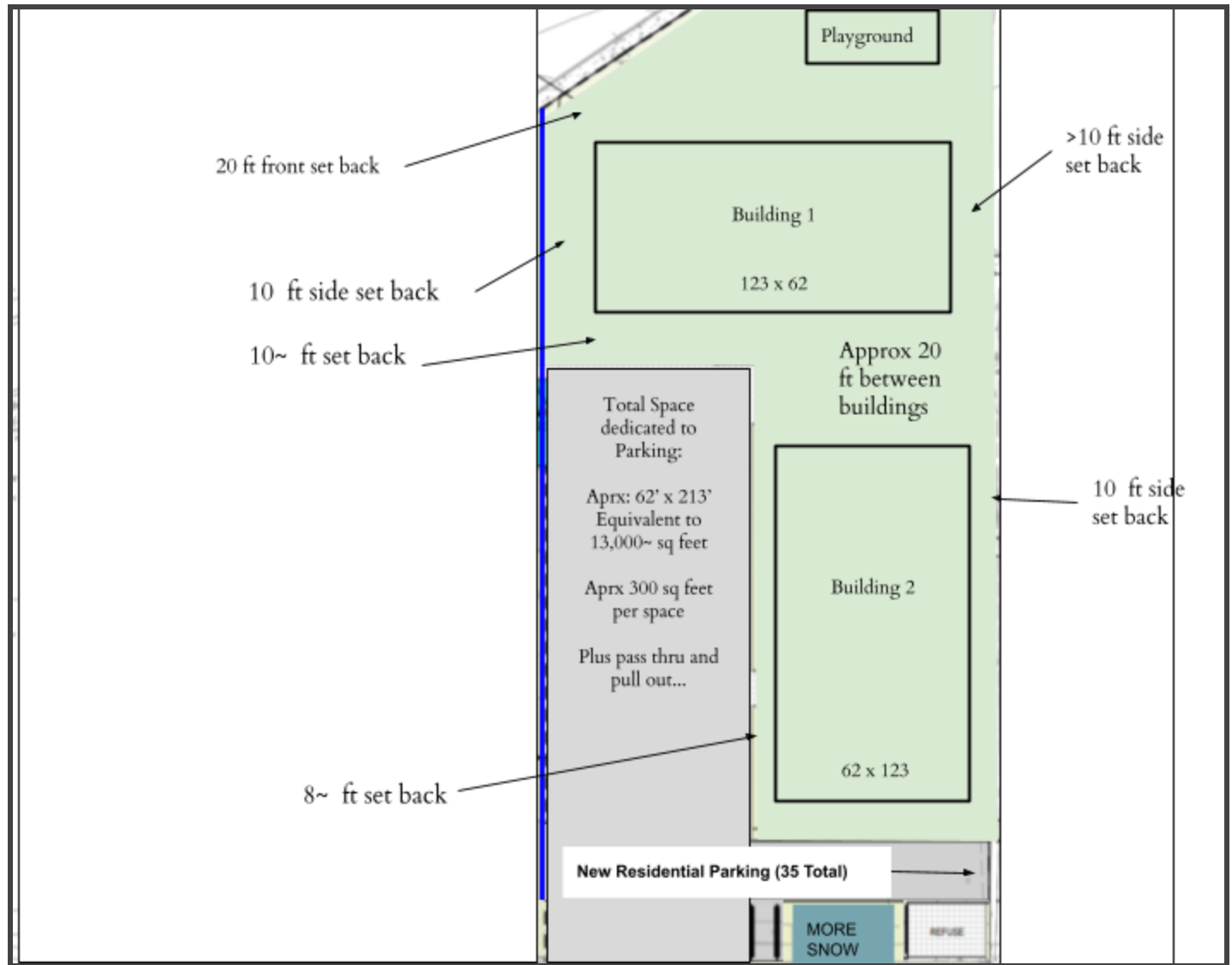
Design Layout is based on an estimated site size of 144' x 347'
(the shorter length of the site is approx 305')



Not Drawn to Scale. Figures are approximate.

Automobile return to Snow King Ave thru the alley to the East of the site (not shown).
Alley to be improved as part of project scope.

a) Additional details on the proposed setbacks and spacing



Not Drawn to Scale. Figures are approximate

Building's 1 and 2	Square Footage (Each)
First Floor	6,088
Second Floor	6,088
Third Floor	6,088

Gross Sq Footage per Building: 18,264

Total Gross Building Sq Footage: 36,528

In the proposed layout, the Workforce Housing Density Tool (2:1) is used to override the max FAR and the max gross building size in the NH-1 High Density Zone. Massing the buildings in such a format would help maximize the site layout, and keep construction and maintenance costs down compared to more smaller buildings on the site. If the Density Tool does not override the max gross building size, we would seek a variance.

- b. A breakdown of all units including affordability, size, unit counts, bedrooms, shared storage, other common spaces, and amenities.

35 Residential Units

Building 1 (17 units)	# of 1 bedroom x 1 bath units	# of 3 bedroom x 2 bath units
First Floor	2	3
Second Floor	3	3
Third Floor	3	3

Building 2 (18 units)	# of 1 bedroom x 1 bath units	# of 3 bedroom x 2 bath units
First Floor	3	3
Second Floor	3	3
Third Floor	3	3

The buildings are each designed with a single corridor hallway and 2 stairwells connecting all three floors. The building heights are 39'. There will be no elevator in either building. Each unit will have a private balcony, or patio space. All first floor units will be directly accessible from outside.

Building 1 will host a dedicated community room with a kitchenette and a half bathroom. The space would be a convenient place for residents to gather indoors, organize the family before heading out for the day, prepare snacks, check gear, and/or wash tubberware after returning from the slopes. The community space is designed with picnic tables outside, as well as the main walking pathways running close by so it functions as a central point for easy access and interaction among residents.

Surrounding the primary community space are also covered bike racks, and indoor storage areas with lockers wide enough to accommodate fly rods, skis, boots, snowboards....

A playground will be located on the north side of the site with a fence/gated entrance for pedestrian access from Snow King Ave. For automobiles passing by on Snow King Ave, the new playground will provide a tempered facade and overall friendly view from the road. The main pedestrian access running North-South from Snow King to the buildings would pass by the playground. Additional landscaping will beautify the site and provide foliage.

Each residential unit is designed with 1 dedicated parking space. We expect to request a variance to reduce the parking requirement to 1 parking space per unit. The exact number of parking spaces feasible will depend on the site survey, but we have designed 35 including 2 handicap spaces. If sufficient parking spaces per the code requirement could be built, we would; but a waiver for parking would be a useful tool to accomplish a financially viable project that includes more residential units and larger unit sizes (specifically more 3 bedroom units) to accommodate families in Jackson.

Unit Plan: 1 bedroom x 1 bathroom (approximately 588 sq feet)

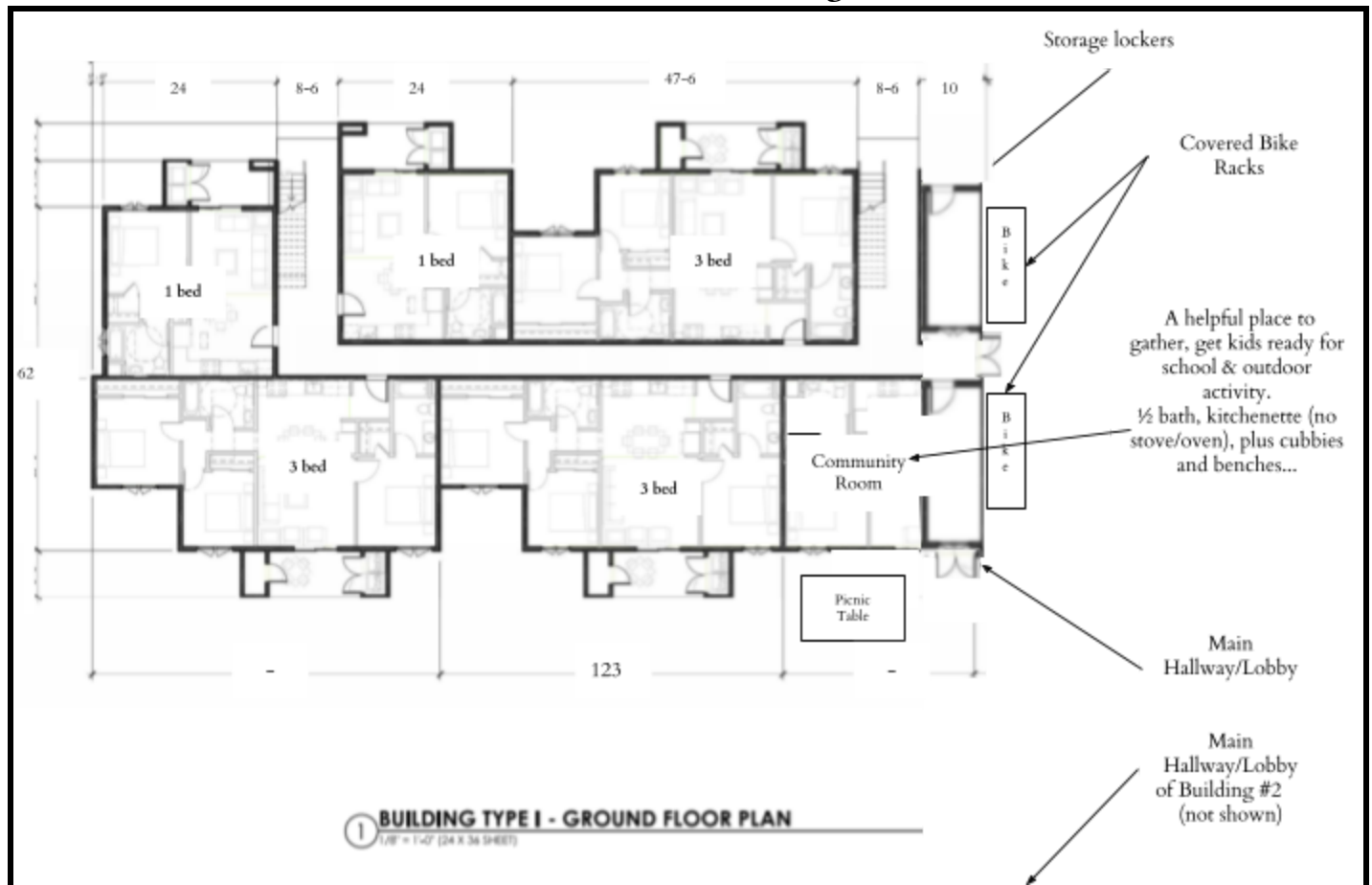


Unit Plan: 3 bedroom x 2 bathroom (approximately 1028 sq feet)



We expect minor adjustments to the unit layouts.

Floor Plans for Building 1



We expect minor adjustments to the building layout.

The 2nd and 3rd Floors would stack directly on top of the first floor plan mirroring the unit counts and sizes. With the addition of a 1 bedroom unit directly above the community room.

Building 2 would have essentially the same layout as Building 1 with some minor adjustments including replacing the community room with a one bedroom unit, adding a manager's office, and rearranging several access points.

Section C) Notes on financial projections

REVENUES -We have used the guidance from planning and building to calculate AMI's and adjust the operating model accordingly. In the 9% Tax Credit Scenario, we used HUD income and rents for Teton County and have based numbers on 2021's income levels, as well as standard household size. In the Privately Financed model, we used the Town of Jackson's method of setting rents for affordable housing (1 person for bedroom, and rent charges at 30% of 80% AMI levels for all households earning between 80-120% AMI).

OPERATING EXPENSES- We've used our knowledge of operating over 2,100 units, as well as specific local considerations into determining the operating expenses associated with the property. Included in operating expenses are a 1 bedroom unit for the manager, management fees, payroll for 2 part-time employees, LIHTC fees, utilities, maintenance, insurance, real estate taxes, and replacement reserves.... The largest difference between the two operating models is real estate taxes. In the locally funded model, the property would not be subject to property taxes, which hold an anticipated cost of \$30K~ per year in the 9% LIHTC model.

HARD COSTS - We have been in communication with multiple development and construction companies and associates to gain an accurate sense of costs associated with such a project. As widely published, the prices of certain home construction materials have ballooned dramatically in the past 12 months. That withstanding; material bids, discussions with subcontractors, and review of other projects have assisted in determining the anticipated hard costs associated with the project.

SOFT COSTS - include estimates for architectural, engineering, legal, accounting, insurance, permitting, and other city fees based on discussions with subcontractors, reviewing fee schedules, and other recently advanced projects.

9% Tax Credit Financial Proposal

As many parties have experienced, Wyoming's 9% credit allocation scoring process makes it incredibly challenging to receive 9% credits for a project in Jackson. For this reason, we are proposing to pursue just one submission for a 9% allocation. Since the physical building design that we've proposed will be the same regardless of the financing structure, and since the private funding model is viable in the event the 9% award is not granted; DHI would not wait for the outcome of the tax credit award to proceed with construction drawings and other construction prep.

In terms of timing, we believe that it is entirely reasonable to submit an application to the WCDA this fall (by Sept 30th) and to have sent a LOI to the WCDA in advance; in the event that the Town of Jackson streamlines the project's design review approvals within 4-6 weeks from the award date (ideally by August 15~).

If the Project is successful in receiving tax credits, the LP organized to own and manage the new project would provide the Town of Jackson an option so that the Town could purchase the property upon the expiration of the tax credits (15 years of occupancy). The purchase price would be for any remaining debts associated with the property plus exit taxes.

**In the 9% Tax Credit Model, 34 of 35 units would be restricted to those earning between 30-60% AMI.
(1 unit for manager)**

1 Bedrooms:

- 4 units restricted to 30% AMI levels, or \$ 650~/ month in Year 1
- 4 units restricted to 40% AMI levels, or \$ 867~/ month in Year 1
- 4 units restricted to 50% AMI levels, or \$1,084~/ month in Year 1
- 5 units restricted to 60% AMI levels, or \$1,301~/ month in Year 1

3 Bedrooms:

- 4 units restricted to 30% AMI levels, or \$ 901~/ month in Year 1
- 4 units restricted to 40% AMI levels, or \$1,202~/ month in Year 1
- 4 units restricted to 50% AMI levels, or \$1,503~/ month in Year 1
- 5 units restricted to 60% AMI levels, or \$1,803~/ month in Year 1

What the Town of Jackson is contributing if the 9% Tax Credits are awarded?

- The Land (400 W. Snow King Ave) through a 99-year ground lease (\$1 per year)
- Project Approvals by August 15, 2021 including two variances: i) a parking reduction from a 1.5 ratio to a 1 ratio. In total reducing the parking ratio to 1 to 1 across the entire project, and ii) allowance for the gross square footage of a single building to be larger than 10,000 sq feet in the NH-1 High Density Zone.

What DHI is contributing if the 9% Tax Credits are awarded?

- Submission of a Tax Credit Application
 - Pre-development expenditures to organize entitlement, legal agreements, and construction drawings.
 - Expertise and skill to organize the project details and funding in a timely manner
 - Guaranteeing project loans, completion guarantees, and/or other financial sources and/or providing operating guarantees (for a \$13M Project)
 - Organization and management of general contractors and subcontractors through construction.
 - Approximately \$600,000 paid in Building Permit, impact/extraction and Public Works fees.
 - Long-term management skills and asset management services post-occupancy.
 - An Option for the Town of Jackson to become the full owner of the project upon the expiration of the tax credits (15 years after occupancy).
- DHI would be deferring about \$436,000 in developer fees, which would be paid back from project cashflows.

9% LIHTC Funding: Construction, Perm, Operating Pro Forma (Years 1-7)

Construction Financing Sources

9% LIHTC Construction Sources	
Construction Loan	\$8,350,000
LIHTC equity at admission	\$3,050,362
Operating Reserve	\$145,891
Deferred Developer Fees	\$1,736,000
Total Construction Sources	\$13,282,253
gap/ (overage=contingency)	\$31,279

Permanent Financing Sources

9% LIHTC Permanent Sources	
First Mortgage	\$2,769,000
LIHTC equity	\$10,167,873
Deferred Developer Fee	\$436,000
Total Permanent Sources	\$13,372,873
Gap/ (overage=contingency)	(\$59,341)
Total Project Costs	\$13,313,532

9% LIHTC Funded Uses	
Construction Costs	\$8,823,703
Architectural and Engineering	\$600,000
Financing costs, Loan Costs, Interest reserve	\$735,272
Soft Costs	\$781,944
Contingencies/ Reserves	\$636,613
Developer Fees	\$1,736,000
Total Project Costs	\$13,313,532

*Total Development Costs are approximately \$380,000 per residential unit

* Total Project Costs does not include land value.

9% Tax Credit Funded Operating Model (Years 1-7)		2024	2025	2026	2027	2028	2029	2030	2031
Total Income		\$486,258	\$495,984	\$505,903	\$516,021	\$526,342	\$536,869	\$547,606	\$558,558
Vacancy, Coll. Loss	5%	(\$24,313)	(\$24,799)	(\$25,295)	(\$25,801)	(\$26,317)	(\$26,843)	(\$27,380)	(\$27,928)
add'l vacancy		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Effective Gross Income		\$461,945	\$471,185	\$480,608	\$490,220	\$500,025	\$510,026	\$520,226	\$530,630
Operating Expenses									
Total Operating Expenses	61%	\$283,473	\$291,549	\$299,858	\$308,408	\$317,205	\$326,257	\$335,571	\$345,156
Net Operating Income		\$178,472	\$179,636	\$180,751	\$181,813	\$182,820	\$183,769	\$184,655	\$185,474
Debt Service		amortized	amortized	amortized	amortized				
Total Debt Service		\$148,702	\$148,702	\$148,702	\$148,702	\$148,702	\$148,702	\$148,702	\$148,702
Net Cash Flow		\$29,771	\$30,934	\$32,049	\$33,111	\$34,118	\$35,067	\$35,953	\$36,773
Investor Fee		\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149
GP Fee		\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149
Deferred Developer Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Cash Flow to Investor LP	10%	\$1,977	\$2,063	\$2,144	\$2,218	\$2,286	\$2,347	\$2,401	\$2,447
Net Cash to GP		\$17,794	\$18,571	\$19,296	\$19,965	\$20,577	\$21,127	\$21,611	\$22,027

*Rent Revenues are based on a 2% annual increase.

**Vacancy, cost of capital and operating expenses are based on local factors and our experience managing similar projects.

***Operating Expenses includes Real estate taxes of approx \$30K per year

9% Tax Credit TIMELINE Proposal

An anticipated development schedule from pre-dev through occupancy with additional long term milestones:

WCDA (9% LIHTC Scenario) Draft Timeline: 400 W. Snow King Ave				
	Party	Task	Date Estimate	Days
RFP and Structural Details Finalized				
	Town	Contract Awarded	July 7, 2021	
	DHI/ HMA	Submission of updated application for Design Review Approval	August 1, 2021	
	DHI	Site Survey Completed	August 8th	
	Town	Provides Design Approval for the Project	August 15, 2021	
	DHI	Submit Letter of Intent to WCDA	August 25, 2021	
Next submission steps				
	DHI	Work with Architect and engineers to begin CD's	August 16, 2021	1
	DHI	Finalize application to WCDA	Sept 30th, 2021	
	WCDA	Award Announcement	November	
	DHI	Submit CD's to the Building Department	December	
Closing				
	DHI	Limited Partnership (LP) Finalized		
	Both	Land-lease executed		
	DHI	Tax credit investors admitted to LP, first portion of tax credits allocated		
	DHI	Construction Loan finalized and first draw begins		
CD Approval and Construction				
	Town	CD's are approved	April (2022)	
	DHI	Start of Construction	May 1, 2022	
	DHI	Selects and finalizes property management		
	DHI	End of Construction, CCO received	August 24, 2023	480
Occupancy, lease up				
		Lease up Begins	September 23, 2023	30
		Perm Loan Begins	December 10, 2023	108
		First Year of Operating is complete	December 31, 2023	
Long Terms Milestones				
	LIHTC	9% LIHTC's expire	2039	15 years
	Town	Town exercises it's Call Option to purchase the entire property for remaining debt plus exit taxes	2039	15 Years
	Town	Affordale Deed Restrictions are maintained on the property for 55 years. (Town could extend affordability)	2079	55 Years

Contingencies and/or developer accountability can be discussed upon request.

End of Publicly Financed Section

The Locally Financed Model

In a locally financed model, we are proposing that the Town of Jackson lend \$2.1M in funds to the project, and waive impact, extraction and public works fees. DHI would contribute 100% of developer fees and an additional capital contribution of \$765,000.

In the locally financed model, all 35 units would be restricted to those earning between 80-120% AMI.

1 Bedrooms:

17 units restricted to 80%-120 AMI levels, or \$1,618~/ month in Year 1

3 Bedrooms:

18 units restricted to 80%-120 AMI levels, or \$2,081~/ month in Year 1

The maximum rent charged would be equivalent to 30% of 80% AMI for any qualifying household.

Household size is calculated at a ratio of 1 person per bedroom.

Annual Income Targets (80% AMI) 2021

Household of 1 person	Household of 2 people	Household of 3 people
\$64,800 / year	\$74,000 / year	\$83,280/ year

AFFORDABLE RENTAL RATES 2021

Effective April 9, 2021 until updated by HUD in 2022

	Target		
	0 - 50%	50% - 80%	80% - 120%
Studio	\$516	\$860	\$1,375
1-bedroom	\$607	\$1,012	\$1,618
2-bedroom	\$694	\$1,156	\$1,850
3-bedroom	\$780	\$1,301	\$2,081

Additional requirements for households to Qualify:

Households may not own residential real estate within 150 miles of Teton County, WY.

At least one adult must work a minimum of 1,560 hours per year for a local business.

Households may not hold more than \$277,440 in Net Assets.

i. A summary narrative of the Locally Funded project structure

In the Locally Funded scenario, the Town of Jackson would own the property, but DHI would be responsible for managing the property and would receive 95% of net cash flow (after paying operating expenses and debt service on the permanent loan) until DHI's note is paid back. The Town of Jackson would receive the remaining 5% of cash proceeds as long as DHI is managing the property, yet the Town could retain building management (and all cash proceeds) once DHI's loans are paid back in full.

What additional pieces would the Town of Jackson contribute for a Locally Funded Project?

- Commit a **\$2.1M** loan to the project for 15~ years. The interest rate is set at the Applicable Federal Rate (AFR), simple interest, with no payments due until the end of the loan term (2037~), when all principle and plus accrued interest would be repaid by the project. *The maturity of this note could be negotiated.*

- Waive all Development Impact, Extraction, and Public Works Fees (including school, fire, infrastructure, sewer and water hookup fees...). Although the fee rates for Jackson are expected to be updated, we've estimated this value at **\$500,000**. (*The project does anticipate paying upto \$100,000 for permitting fees.*)

What additional pieces would DHI contribute for a Locally Funded Project?

- 100% of developer fees (**\$1.69M**)
- A cash contribution of **\$765,000** to cover the project's final funding gap.
- The combined developer contribution of \$2.55M would earn an 8% accrued interest rate, paid from project cash flows.

Locally Funded Construction Sources	
Construction Loan	\$8,350,000
Loan from the Town of Jackson	\$2,100,000
Capital Note from DHI	\$765,000
Operating Reserve	\$112,355
Deferred Developer Fees	\$1,697,327
Total Construction Sources	\$13,024,683
gap/ (overage=contingency)	(\$11,839)

Locally Funded Permanent Sources	
First Mortgage	\$7,942,000
Second Mortgage (from Town of Jackson)	\$2,100,000
Capital Note from DHI	\$765,000
Waived Fees from Jackson (Impact/ Extraction and Public Works)	\$500,000
Deferred Developer Fees	\$1,697,327
Total Locally Funded Permanent Sources	\$13,004,327
Gap / (overage = contingency)	\$8,516
Total Project Sources (does not include land)	\$13,012,844

Locally Funded Uses	
Construction Costs	\$8,812,740
A and E	\$600,000
Financing costs, loan cost, interest reserve	\$752,021
Soft costs	\$623,000
Contingencies/ Reserves	\$527,755
Developer Fees	\$1,697,327
Total Project Costs	\$13,012,844

*Total Development Costs are approximately \$371,500 per residential unit

7 Year Operating Model		2024	2025	2026	2027	2028	2029	2030	2031
Total Income		\$775,140	\$790,643	\$806,456	\$822,585	\$839,036	\$855,817	\$872,934	\$890,392
Vacancy, Coll. Loss	5%	-\$38,757	-\$39,532	-\$40,323	-\$41,129	-\$41,952	-\$42,791	-\$43,647	-\$44,520
Effective Gross Income		\$736,383	\$751,111	\$766,133	\$781,456	\$797,085	\$813,026	\$829,287	\$845,873
Operating Expenses									
Total Operating Expenses	42%	\$259,265	\$266,675	\$274,300	\$282,146	\$290,219	\$298,527	\$307,077	\$315,874
Net Operating Income		\$477,118	\$484,436	\$491,833	\$499,310	\$506,865	\$514,499	\$522,210	\$529,998
First Mortgage		\$414,866	\$414,866	\$414,866	\$414,866	\$414,866	\$414,866	\$414,866	\$414,866
Total Debt Service		\$414,866	\$414,866	\$414,866	\$414,866	\$414,866	\$414,866	\$414,866	\$414,866
DSC - 1st only		115%	117%	119%	120%	122%	124%	126%	128%
Net Cash Flow		<u>\$62,252</u>	<u>\$69,570</u>	<u>\$76,967</u>	<u>\$84,444</u>	<u>\$91,999</u>	<u>\$99,633</u>	<u>\$107,344</u>	<u>\$115,132</u>

*Rent Revenues are based on a 2% annual increase.

**Vacancy, cost of capital and operating expenses are based on local factors and our experience managing similar projects.

The Locally Financed Model's TIMELINE

- d. An anticipated development schedule that includes a projected timeline for each major step

Locally Financed Scenario Draft Timeline: 400 W. Snow King Ave				
	Party	Task	Date Estimate	Days
RFP and Structural Details Finalized				
	Town	Contract Awarded	July 7, 2021	
	DHI/ HMA	Submission of updated application for Design Review Approval	August 1, 2021	
	DHI	Project Survey completed	August 8th	
	Town	Project receives Design Approval	August 15, 2021	
Next submission steps				
	DHI	Architect and engineers to begin CD's	August 16, 2021	
	DHI	Revise construction loan applications		1
Closing				
	DHI	General Management agreement for the property is finalized		
	DHI	DHI's Loan Agreement is finalized		
	Town	Town's Loan Agreement is executed		
	DHI	Initiate first drawdown of Construction Loan		
	DHI	CD's submitted to the Building Department	December (2021)	120
CD Approval and Construction				
	Town	CD's are approved	April (2022)	60
	DHI	Start of Construction	May 1, 2022	14
	DHI	Selects and finalizes property management		
	DHI	End of Construction, CCO received	August 24, 2023	480
Occupancy, lease up				
		Lease up Begins	September 23, 2023	30
		Perm Loan Begins	January 1, 2024	100
Long Terms Milestones				
	Town	Refinance perm mortgage associated with the Project	2039	15 years
	Town	15 year note from the Town ends; Principle plus interest is paid back to the Town by the Project (refinance proceeds).	2039	15 years
	DHI	Note is paid back to DHI by the Project (refinance proceeds)	2039	15 years

Contingencies and/or developer accountability can be discussed upon request.



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June 1, 2021

Tim Fluetsch
7250 Redwood Blvd, Ste 214
Novato, CA 94945
Via email to: tfluetsch@d-h-i.net

Re: Snow King Apartments

Tim -

On behalf of First Republic Bank, I am pleased to express our letter of interest in providing construction financing for the affordable housing project to be constructed at W Snow King Ave, Jackson, WY. The proposal is as follows:

I. GENERAL LOAN TERMS:

Borrower:	Tim Fluetch, et al.
Maximum Loan Amount:	+/- \$8,500,000.
Loan Term/Phases:	The Loan will be for a term of 30 years, consisting of a Construction Phase of up to 36 months, and a Permanent Phase for the balance of the 30-year term.
Loan Term:	10 Years
Repayment:	Borrower will pay monthly payments of interest only for the first 36 months of the loan. Following this, Borrower will begin making monthly payments of principal and interest based on a 30-year amortization thereafter.
Interest Rates:	TBD
Loan Fee	TBD
Security:	First Real Estate Mortgage and General Assignment of all rents and leases on the subject property. UCC Filing on all business assets.

Tim Fluetch

June 1, 2021

Note this is not a commitment to lend funds, but an outline of possible terms and conditions subject to receipt of additional information, a satisfactory appraisal, and approval by our Executive Loan Committee. We appreciate the opportunity to consider this lending opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Mazzarisi', with a stylized flourish at the end.

James Mazzarisi, CFA
Managing Director
Relationship Management

End of Proposal.

We look forward to working with the Town of Jackson to design, build, finance, and manage new housing at
400 West Snow King Ave.

DHI's responses to additional questions from the Housing Supply Board_ 400 W. Snow King Ave

1. **The Town's top priority is to secure a project that provides housing to the lower tiers of income; LIHTC, HOME, and NHTF seems to be the best vehicle to succeed in this. Please explain how you can assure us that it is also your top priority? What type(s) of assurances can you provide us?**

DHI is an affordable housing developer. Creating and preserving affordable rental housing is our sole business. We have successfully secured allocations for low-income housing tax credits, private activity tax-exempt bonds, HOME loans, redevelopment agency loans and housing trust funds in several states. And as focused as we are on this line of business, each of our acquisition and development officers are focused on only two or three projects at a time. These projects, from conception to application to financing to construction and leasing are time intensive and we allocate our human resource to a select number of projects.

We have found that creating long-term partnerships with local housing agencies is a successful business strategy. Our objective is to become a long-term housing partner with the Town of Jackson and County of Teton. We refer to these entities collectively as our "municipal partner" throughout this response letter. This project is our highest priority.

2. **Who on your team will provide the direct liaison with the state for the tax credit application. And is that the same person/entity that will interact with the Town regarding the tax credit project?**

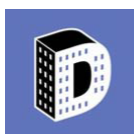
Tim Fluetsch, Vice President, and Dino Adelfio, Acquisition and Development, will be working on the application to the WCDA, and are the same people that will interact with the Town of Jackson, and WCDA.

3. **Will the same construction entity build either project or, if different, who will be which one?**

Yes, the same general contractor will build the project regardless of how it is financed.

4. **Will you require one of the units to be used by an onsite manager and thus be non-revenue producing? Will this be the same for both the tax credit and Affordable projects?**

In both scenarios (tax credit or locally-funded), one of the units will be used by an on-site employee. The employee's rent-free unit is a form of compensation to the employee, who will live on site, which otherwise would be paid in wages.



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5. How confident are you in the costs you included in your proposals? Were these numbers based upon the architecture used in the proposal or was it a general per unit/per sf cost estimate subject to adjustment?

We've estimated our hard costs, inclusive of contingencies around \$9.2M, this comes to \$253 in hard costs per sq ft (based on gross square footage of 36,528). We are confident in the costs that we've placed in our proposal. Gaining an exact figure without approved plans to bid subcontractors in a unique market like Jackson within a time period where hard costs have fluctuated wildly is always a challenge. We are also confident that the design decisions we've made will allow us to keep down costs without any dramatic surprises. Ultimately if a project moves forward; DHI is responsible for financial guarantees, completion guarantees, and cost overruns.

We've triangulated cost estimates in several ways:

- 1) Hard Costs per square foot. Projected between \$240-\$260
- 2) Total development costs per unit. Projected at \$380,000~ per unit (about half of the units are 1 bedrooms)
- 3) Identify similar projects in the market and compare: In addition to recent projects in Jackson, we've also reviewed the projected costs associated with submissions to the WCDA.

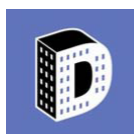
Most Recent Housing Department developments (source: Jackson's Housing Department)								
	Construction	Gross sf	Livable sf	Units	Gross/Unit	Livable/Unit	Gross/Livable	Construct/Gross
174 N. King St.*	\$14,000,000	31,531	21,286	30	1,051	710	1.48	\$ 419
Redmond Street Rentals	\$ 9,255,000	35,078	18,645	26	1,349	717	1.88	\$ 264
Grove Phase 2	\$ 9,549,163	42,141	33,252	24	1,756	1,386	1.27	227
400 W Snow King Ave	\$ 9,190,000	36,500	31,025	35	1,043	886	1.18	252
					1359.375	914.7875	1.486000847	296.4276239
*Project includes an approximately 10,000 sq ft podium for parking below the residential units.								
*Project also includes an elevator and commercial/ retail section								

- 4) Discuss costs with other builders, architects, developers...

We've done this to date with Precision General (our proposed GC), as well as other owners, contractors, developers, and architects in ID, WY and MT. We took some of the costs that other developers were encountering in other markets in WY and MT and added a premium per sq ft for developing in Jackson.

5a) Details on the "value engineering" decisions that DHI made in it's proposal, which reduce the chance of cost overruns.

As an experienced developer, owner and operator; DHI made several value engineering decisions in proposing this design in order to reduce the costs associated with site development, as well as on-going operations for the building. We are confident that the following design decisions reflected in our proposal will help us build more efficiently, and reduce future operating costs:



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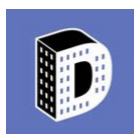
- 1) Eliminate structured parking. Generally speaking we've seen structured parking in less expensive construction markets run as high as \$60,000 per parking space. By presenting a project **without** a podium, we can cut construction costs significantly. (As a practical example, the higher construction costs of 174 N King Ave in comparison to the other project on the table in Question 5's response may be due to the podium construction, which the other projects don't have.)
- 2) Eliminate elevators: We've probably eliminated more than \$500,000 in construction costs by designing two buildings without elevators, and at least \$12,000 per year in on-going maintenance expenses by proposing a walk-up project.
- 3) Implement matching buildings (essentially identical) which reduces cost and waste, and simplifies construction.
- 4) Implement a larger gross building size (2 buildings at 18,000~ sq feet instead of 4 smaller buildings) which reduces both construction costs and ongoing expenses from utilities and exterior maintenance.
- 5) Implement matching floorplans essentially identical across the 6 floors that we would be building.
- 6) Implement stacking units on top of each other wherever possible which simplifies construction and aligns MEP functions.

Some of these points are basic, but they will help us avoid major cost overruns and keep the construction simple.

6. How much more work/time is required to refine your numbers to a point that you believe will provide an estimate within 5% of actual?

If the award is announced in July, and the project is approved in August; then we would expect that by late 2021 to have an estimate within 5% of actual.

Our contractor affiliate, Precision General Commercial Contractors, has completed over 50,000 apartment units in 18 states. Their extensive subcontractor contacts help us with our preliminary cost estimates. We will continue to refine costs, as plans and construction documents are developed and approvals become more evident. When we have initial construction documents, we will get bids from major subcontractors. Once we have approved plans, we will get final bids from subcontractors, have an exact understanding of the hard costs involved, and further identify costs for items such as trenching, sewer and water lines, electricity, etc. (See answer 13 for more info on cost overruns)



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7. **Will you please explain the assumptions you made to determine the budget/pricing for your proposals?**

Please see Exhibit A. Where we have attached printouts of our final excel spreadsheets that include the following sections:

Rents and Unit Mix Projections

Year 1 operating pro forma

Sources and Uses including details on specific construction and development costs

9 Year Operating Budgets: one for each funding model.

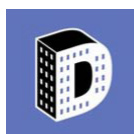
8. **Will you please provide a list of all municipal fees (building, connection, etc. See municipal code.), how much they will cost per item and the total fees. Please include all requests for exemption or reduction.**

In our initial application, we conservatively estimated a relatively high fee amount of \$600,000 (approximately \$17,140~ per unit).

It would be ideal if actual fees are significantly less than our initial estimate. DHI has requested that the fees (listed below in the first table) be waived only in the locally funded project. If 9% credits are awarded, we've presented paying all appropriate fees.

Based on conversations with the Building and Planning and review of the Town's statues, we've estimated the following fees: (An exhibit providing notes on the various sources of fee information is available upon request.)

Fee Items that can be waived	Cost estimate	Notes: (based on 2021)	Waiver confirmed
Building Dept Building Permit	\$27,350	Fairly straight forward based on \$.75 per sq ft	Yes
Building Dept plan review fees	\$21,000-\$25,000	Fairly Straightforward	Yes
Building Dept MEP Permit Fees	\$15,000-\$35,000	large guess...	Yes
Building Dept Demolition Permit (for the existing structure on site)	\$4,000-\$8,000	large guess...	Yes
Planning Dept Plan Review fees	\$8,000-\$15,000	large guess...	Yes



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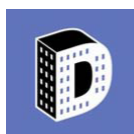
Fire Department (Teton Co) Project Review Fees	\$10,000-\$20,000	large guess...	Not confirmed
Fire Department Sprinkler Plan review fee?	unknown amount		Not confirmed
Any fees associated with work in Right of Way	unknown amount	Likely not more than a few 1,000s	Not confirmed
Other			
Total Fees that we are requesting to have waived	>\$130,000		

In our initial estimate, we thought that the project would also have to pay school and park exaction fees, and possibly housing mitigation fees; but based on a conversation with Jackson's Planning Department last week, we do not believe any of these three fees would apply to the project, so therefore would not have to ask them to be waived.

Park Exaction Fees	N/A	based on the project scope would not apply	Confirmed, do not apply
School Exaction Fees	N/A	Based on the project scope would not apply	Confirmed, do not apply
Housing Mitigation fees	N/A	Based on the project scope would not apply	Confirmed, do not apply

Fees that currently cannot be waived, that we expect the project will pay:

Public Works Wastewater Hookup fees	\$55,000-65,000	*may fluctuate based on water pressure and local regs	Confirmed, must pay
Public Works Water Hookup fees	\$24,000-26,000	*may fluctuate based on water pressure and local regs	Confirmed, must pay
Public Works Misc Infrastructure fees	\$10,000-\$20,000	curb cuts, drilling in roadway for utility hook up...	Confirmed, must pay
Other			
Total Fees	\$89,000-111,000		Confirmed, must pay



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9. What other sources of funding for affordable housing have you had success obtaining?

DHI has a long history (since 1995) of securing affordable housing funding. We have successfully secured allocations for low-income housing tax credits, private activity tax-exempt bonds, HOME loans, redevelopment agency loans and housing trust funds in several states. Below is a schedule of our properties (including some no longer owned by DHI) showing the funding sources of our 36 affordable housing communities. In addition to governmental agency funding sources, we have successfully worked with a number of permanent lending programs; Fannie Mae, HUD FHA, USDA RD, and private placements with US Bank, CharterMac, and R4 Capital.

In total, we have received funding for 37 affordable housing properties constituting 4,120 units. Please see Exhibit B for a full list of these properties.

10. How much of your developer's fee are you willing to defer?

In the locally funded scenario, we've proposed deferring 100% of our developer fees (and contributing an additional \$765,000 in cash).

In the LIHTC scenario, we've proposed deferring \$436,000 of the developer fee and \$1.3~M paid through completion.

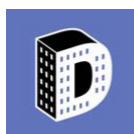
11. Why are the uses (construction, A & A, etc.) different in the privately funded model?

The difference between the projected costs for the two financing scenarios was 2.3% or \$300,000~. The LIHTC project came in at a higher price point, \$13.3~M. We projected some minor differences in contingencies, required reports, and origination fees. But the largest driver towards increased costs associated with a LIHTC Project are legal fees, which were projected to be about \$175K higher than the locally funded project. These legal fees explain the majority of the cost difference.

In Exhibit A, we have provided a print out of all of our budgeting estimates.

12. Under what circumstances would you miss the fall cycle to apply for funding through WCDA?

We've reviewed WCDA's 2021 QAP including Project Requirements and the Application Process and found nothing that would preclude us from submitting an application by September 30th. In general, there are a number of items to procure within 10 weeks following the Town's award date of July 12th. As we are working on the application, there may be other items that require assistance from the Planning Department, but the following items stood out to us in response to this question:



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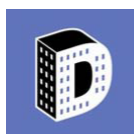
1. An LOI to the WCDA is due by August 30th. We will need a letter from the Town, ideally prior to August 15th, stating the property is appropriately zoned for 35 units subject to only staff approvals.
2. Site Control Status: One of the application requirements is site control documentation. We don't believe that Jackson has completed a lot line split of this parcel yet (which would be ideal to have prior to September 30th from DHI's perspective). Regardless, we will need to get an ALTA Survey, a preliminary title report on the site, and either a lease agreement, or a letter from Jackson stating that the Town intends to lease the land to the project subject to certain terms and contingencies.
3. Directly after the award date, DHI would order several reports required for the September 30th application including the discussed ALTA Survey, a Phase I Environmental Report, a market report, and an appraisal of the site... These reports are produced by third party contracted parties. Generally speaking, usually 3-6 weeks is sufficient for these contractors, so 10 weeks would be sufficient lead time. We have not spoken with specific third party providers to confirm this timing.

13. What happens if the project costs more once the design is refined in the fall?

In our current 9% model, our municipal partner is not contributing any grants or low cost loans to the project beyond the town's initial land contribution. If we do receive a 9% allocation and we experience a cost while design is refined in the fall that leads to a major funding gap (say \$1M); we could request a low cost loan from our municipal partner to fill the gap. We would also be willing to reduce our developer fee, so that our developer fees would not exceed the developer fee estimate in our original proposal.

For the locally financed scenario, if we were looking at a major funding gap (say \$1M) due to increased costs that are discovered in the fall, we could likely increase the construction loan which is currently projected at \$8.35M, or 62%~ of total project costs (without including the land value). Likely a construction lender would agree to increase the construction loan amount, if we could get the permanent lender to also agree to increase the size of the permanent loan (which we've anticipated at \$7.9M). Jackson is obviously a very appealing market for lenders. Certainly in today's lending environment we see this as a viable possibility.

In the event that the construction loan cannot be increased, we could attempt to bring in third-party capital (not from DHI nor our municipal partner) to provide a low cost subordinate loan, with proceeds repaid at refinance and/or with DHI receiving its capital return on a delayed schedule.



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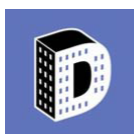
14. What happens if the project costs more once construction begins?

DHI provides completion guarantees and will be required to guarantee cost overruns once construction begins. These mitigate our municipal partner from any such financial obligations associated with cost overruns. Furthermore, our GC, Precision General, will provide a full 100% Payment and Performance Bond.

Generally, speaking if we have cost overruns, we will be on top of them to find solutions early. An AIA contract between the Developer and the GC requires payment only when certain completions are met, and will hold back a fraction of the total paid each month as reserves (for example 10% or 20%). Usually at least three parties (GC, Developer and/owner's rep which would likely be the architect, and the construction lender) will sign off on all draw requests.

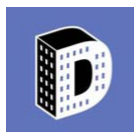
15. Where in the schedule is construction cost estimate for construction loan application and for WCDA application?

We've added this item to the 9% schedule, and made additional light adjustments to the proposed schedule incorporating point of response to Question 12. (please see the updated schedule on the next page)



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WCDA (9% LIHTC Scenario) Draft Timeline: 400 W. Snow King Ave				
	Party	Task	Date Estimate	Days
RFP and Structural Details Finalized				
	Town	Contract Awarded	July 12, 2021	
	DHI	Order site survey, Phase I environmental report, Market Study, Appraisal...	July 12, 2021	
	HMA	Begin revision of site plan and floor plans	July 12, 2021	
	Town	Provides a Letter confirming that the property is appropriately zoned for 35 units only subject to staff approvals.	By or before 8/15/2021	
	DHI	Submit Letter of Intent to WCDA	August 25, 2021	
Next submission steps				
	DHI	Receive certain third party reports	August/September	
	HMA	Architect finalizes floor plans	September 15, 2021	0
	HMA	Work with Architect and engineers to begin CD's	September 16, 2021	1
	Town	Finalize site control documentation (with assistance from DHI)		
	DHI	Finalize application to WCDA	Sept 30th, 2021	
Post submission activity				
	DHI	Revise construction loan applications	October 1, 2021	
	HMA	Submit CD's to the Building Department	December/ January	
	WCDA	Award Announcement	January	
Closing				
	DHI	Limited Partnership (LP) Finalized		
	Both	Land-lease executed		
	DHI	Tax credit investors admitted to LP, first portion of tax credits allocated		
	DHI	Construction Loan finalized and first draw begins		
CD Approval and Construction				
	Town	CD's are approved	April (2022)	
	DHI	Start of Construction	May 1, 2022	
	DHI	Selects and finalizes property management		
	DHI	End of Construction, CCO received	August 24, 2023	480
Occupancy, lease up				
		Lease up Begins	September 23, 2023	30
		Perm Loan Begins	December 10, 2023	108
		First Year of Operating is complete	December 31, 2023	
Long Terms Milestones				
	LIHTC	9% LIHTC's expire	2039	15 years
	Town	Town exercises it's Call Option to purchase the entire property for remaining debt plus exit taxes	2039	15 Years
	Town	Affordale Deed Restrictions are maintained on the property for 55 years. (Town could extend affordability)	2079	55 Years



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16. Will you please explain your thought process around the site design?

Yes, we would love to comment on our thought process around the site design. In this response, we will avoid discussing the “value engineering” previously commented upon to keep construction and on-going operating costs down.

After researching studies, articles, and videos on Jackson’s affordable housing; our instinct was to consider a site design and building layout that would be ideal for a family-oriented affordable housing project.

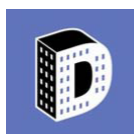
We interpreted the demand for affordable housing in Jackson and the Town’s up-zone of the site (after a 24 unit proposal won last year) as signs pointing to maximize the site’s density. We also realized that in order for a project to break ground in the spring of ‘22, the site design would have to work for either funding source. As we considered different building layouts, including reviewing the parking arrangement from last year’s proposal, we soon realized that the constraint was going to be the number of parking spaces. As we realized that 35 was the maximum number of parking spaces that could fit on the site, we also understood that this would be the max number of residential units to propose.

Albeit, the NH-1 high density zone is oriented towards a pedestrian-friendly environment, much of American life is oriented around the car, so in site design we wanted a layout that provided both walk-ability and easy access to automobiles.

The heart of the project with arterials running in multiple directions is the space between the two buildings, where the adjacent community room, picnic tables, covered bike racks and main entrances to either building are also located. A pathway heads North from this central space, past the new playground to Snow King Ave, or residents can head West to the car park. We imagine this central space of the site plan as a wonderful interaction point for residents to say ‘hello’ while passing by, collect their mail, and enjoy spend quality time in the community room or at the picnic tables.

Designing the site with buildings in the central portion, and the parking tucked away from Snow King Ave, enabled the North side of the site to be designed as a visual and physical amenity. Visually, travellers moving along Snow King would not be faced with a direct building facade, but rather a playground and landscaping, which fits in contextually with the outdoor recreation features on the bend of Snow King (the bike lane, green space and tennis courts directly across Snow King, and the Rodeo grounds). Furthermore, a low fence with a gate allows community members to physically access the playground, while keeping small children from exiting the space.

The South side of the site was not an afterthought. We’ve designed the south side to provide cars with an exiting pathway for the residents’ vehicles as well as vehicles from the adjacent parking lot (directly West of the site). The trash enclosure will also be located on the South side of the site. These essential functions (parking, auto outflow, and waste disposal)



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would not interrupt nor conflict with the existing easements on the site for both a sewer and storm drain. There is a sewer service manhole (Control Point 2) and corresponding easement for a sewer line running east to west across the South side of the site, and an easement for a storm drain line (that enters the site from the South and turns to the Northwest). More information on these easement locations can be found in RFP. The site design understandably draws pedestrians away from the South side of the site.

17. Will you please explain your thought process around the unit mix/size?

400 W. Snow King Ave provides a fantastic opportunity to meet the affordable housing needs of 35 households in Jackson.

We've proposed a mix of 17 one-bedrooms and 18 three-bedrooms for the following reasons:

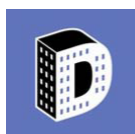
In our experience managing housing, we always prefer one-bedroom units to studios, and three-bedrooms units to two-bedrooms.

One-bedrooms units are perfect for singles and couples. Anything smaller and residents are often looking to move out. (*Have you ever lived in a studio for more than 24 months?*) One bedroom units allow singles to enjoy their units for longer, and also allow sufficient space for couples.

In a market rate scenario, generally more 2 bedrooms are built because they can be shared by roommates; however, deed restricted affordable housing cannot be rented to roommates sharing an apartment. They are designed for single households.

In our experience, families of 3-6 members always prefer to be in a 3 bedroom, 2 bath unit, rather than a 2 bedroom unit. Furthermore, Jackson Hole and Teton County's supply pipeline is experiencing a lack of three-bedroom units compared to the demand for them.

According to data from the 2021 Jackson & Teton County Annual Housing Supply Plan (March) about 28% of the total households in the affordable/workforce demographic are households with 3-6 members; yet the total pipeline of 358 affordable/workforce units, only includes eight 3-bedroom units (or 2.2% of the pipeline). And none of them appear to be rental units (see next page for charts on the demographics and the pipeline).



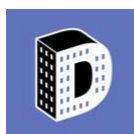
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March 2021 Intake Form Data by Income Range						
Income Range (% Median Income)	0-50	50-80	80-120	120-200	>200	Total
Total People	620	722	647	262	11	2262
Total Households	295	387	288	106	6	1082
<i>Percent of Total Households</i>	<i>27%</i>	<i>36%</i>	<i>27%</i>	<i>10%</i>	<i>1%</i>	<i>100%</i>
1-Person Households	143	209	90	15	2	459
<i>Percent of Total Households</i>	<i>13%</i>	<i>19%</i>	<i>8%</i>	<i>1%</i>	<i>0%</i>	<i>42%</i>
2-Person Households	61	96	103	52	3	315
<i>Percent of Total Households</i>	<i>6%</i>	<i>9%</i>	<i>10%</i>	<i>5%</i>	<i>0%</i>	<i>29%</i>
3-Person Households	40	35	41	16	0	132
<i>Percent of Total Households</i>	<i>4%</i>	<i>3%</i>	<i>4%</i>	<i>1%</i>	<i>0%</i>	<i>12%</i>
4-Person Households	28	31	44	20	0	123
<i>Percent of Total Households</i>	<i>3%</i>	<i>3%</i>	<i>4%</i>	<i>2%</i>	<i>0%</i>	<i>11%</i>
5-Person Households	15	7	9	3	0	34
<i>Percent of Total Households</i>	<i>1%</i>	<i>1%</i>	<i>1%</i>	<i>0%</i>	<i>0%</i>	<i>3%</i>
6+ Person Households	8	9	1	0	0	18
<i>Percent of Total Households</i>	<i>1%</i>	<i>1%</i>	<i>0%</i>	<i>0%</i>	<i>0%</i>	<i>2%</i>

2021 Future Unit Pipeline by Income Range						
Income Range (% Median Income)	0-50	50-80	80-120	Workforce	Market	Total
Total Units in Pipeline	22	28	101	207	146	504
Deed Restricted	22	28	101	207	-	358
Submitted Preapplication Request	15	15	16	17	7	70
Approved Sketch Plan	0	0	0	0	15	15
Approved Dev. Plan or Design Review	7	4	14	11	35	71
Approved Building Permit	0	9	71	179	89	348
<i>Dorm</i>	<i>0</i>	<i>0</i>	<i>23</i>	<i>72</i>	<i>0</i>	<i>95</i>
<i>Studio</i>	<i>0</i>	<i>0</i>	<i>22</i>	<i>4</i>	<i>8</i>	<i>34</i>
<i>1-Bedroom</i>	<i>0</i>	<i>0</i>	<i>22</i>	<i>34</i>	<i>12</i>	<i>68</i>
<i>2-Bedroom</i>	<i>0</i>	<i>1</i>	<i>4</i>	<i>61</i>	<i>42</i>	<i>108</i>
<i>3-Bedroom</i>	<i>0</i>	<i>8</i>	<i>0</i>	<i>8</i>	<i>27</i>	<i>43</i>
Rental Units in Pipeline	22	20	63	136	74	315
Deed Restricted Rental Units	22	20	63	136	-	241
<i>Percent of Deed Restricted</i>	<i>9%</i>	<i>8%</i>	<i>26%</i>	<i>56%</i>	<i>-</i>	<i>67%</i>
Submitted Preapplication Request	15	15	16	17	7	70
Approved Sketch Plan	0	0	0	0	0	0
Approved Dev. Plan or Design Review	7	4	14	8	14	47
Approved Building Permit	0	1	33	111	53	198
<i>Dorm</i>	<i>0</i>	<i>0</i>	<i>23</i>	<i>72</i>	<i>0</i>	<i>95</i>
<i>Studio</i>	<i>0</i>	<i>0</i>	<i>4</i>	<i>4</i>	<i>8</i>	<i>16</i>
<i>1-Bedroom</i>	<i>0</i>	<i>0</i>	<i>4</i>	<i>11</i>	<i>12</i>	<i>27</i>
<i>2-Bedroom</i>	<i>0</i>	<i>1</i>	<i>2</i>	<i>24</i>	<i>29</i>	<i>56</i>
<i>3-Bedroom</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>4</i>	<i>4</i>

Source:

<https://www.tetoncountwy.gov/DocumentCenter/View/18311/APPROVED-Housing-Supply-Plan-2021?bidId=>



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18. Where did your rent assumptions come from? Who will be served?

In both funding scenarios, the projects are designed for workforce residents. If successful in gaining 9% tax credits, the project would be able to rent units to households earning incomes below 60% AMI.

In the 9% tax credit model, we used HUD income and rents for Teton County and have based Year 1 rents on 2021's income levels, as well as standard household size.

LIHTC Income Limits for 2021 (Based on 2021 MTSP Income Limits)						
	Charts	60.00%	30.00%	40.00%	50.00%	60.00%
1 Person		48,600	24,300	32,400	40,500	48,600
2 Person		55,500	27,750	37,000	46,250	55,500
3 Person		62,460	31,230	41,640	52,050	62,460
4 Person		69,360	34,680	46,240	57,800	69,360
5 Person		74,940	37,470	49,960	62,450	74,940

LIHTC Rent Limits for 2021 (Based on 2021 MTSP/VI Income Limits)						
Bedrooms (People)	Charts	60.00%	30.00%	40.00%	50.00%	60.00%
1 Bedroom (1.5)		1,301	650	867	1,084	1,301
3 Bedrooms (4.5)		1,803	901	1,202	1,503	1,803

Source: <https://ric.novoco.com/tenant/rentincome/calculator/z4.jsp>

*HUD Rents are based on all of Teton County.

In the 9% Tax Credit Model, 34 of 35 units would be restricted to households earning no more than 60% AMI.

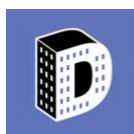
(1 unit for manager)

1 Bedrooms:

- 4 units restricted to 30% AMI levels, or \$ 650~/ month in Year 1
- 4 units restricted to 40% AMI levels, or \$ 867~/ month in Year 1
- 4 units restricted to 50% AMI levels, or \$1,084~/ month in Year 1
- 5 units restricted to 60% AMI levels, or \$1,301~/ month in Year 1

3 Bedrooms:

- 4 units restricted to 30% AMI levels, or \$ 901~/ month in Year 1
- 4 units restricted to 40% AMI levels, or \$1,202~/ month in Year 1
- 4 units restricted to 50% AMI levels, or \$1,503~/ month in Year 1
- 5 units restricted to 60% AMI levels, or \$1,803~/ month in Year 1



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In the locally financed model, all 35 units would be restricted to Households earning between 80-120% AMI.

17 x 1 bedroom and 18 x 3 bedroom units would be restricted to households earning between 80% and 120% AMI levels

The projected Year 1 rents are actually 2021 figures that were specified in the RFP as “maximum rental rates” which providing a link to the following source:

<http://jhaffordablehousing.org/1829/Maximum-Affordable-Rental-Rates>

We modelled the project rents equivalent to 30% of 80% AMI and based household size at 1 unit per bedroom. For example, we modelled rents equivalent to one person household in a 1-bedroom unit, and 3 person households in a 3-bedroom unit.

Furthermore, our understanding (and the modelling that we used) reflects that even if the households earned more than 80% AMI, for example the household earned an income equivalent to 100% AMI, that rent would be charged at an amount equivalent to 30% of 80% AMI levels.

Note: Both of these last two points differ from how we regularly calculate affordable rents.

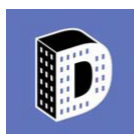
AFFORDABLE RENTAL RATES 2021

Effective April 9, 2021 until updated by HUD in 2022

			Target
	0 - 50%	50% - 80%	80% - 120%
Studio	\$516	\$860	\$1,375
1-bedroom	\$607	\$1,012	\$1,618
2-bedroom	\$694	\$1,156	\$1,850
3-bedroom	\$780	\$1,301	\$2,081

Household Size (sample)	1 person	3 persons
Unit Type	1 Bedroom Unit	3 Bedroom Unit
Minimum Income to Qualify * 80% AMI	\$64,736 / year	\$83,232/ year
Maximum Income to Qualify * 120% AMI	\$97,704 / year	\$124,848 / year

*Income is based on 2021 AMI Levels. Area Median Income levels may rise prior to the initial lease up of the project.



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Exhibit C: Detailed Financial Projections for 400 W. Snow King Ave

Contents:

Rent and Unit Mix Projections

Year 1 Operating Pro forma

Sources and Uses (3 pages)

LIHTC Operating Model 9 years

Locally Funded Operating Model 9 years

Rent and Unit Count Projections, 400 W. Snow King Ave

Bdrms	Baths	#LIHTC	Locally Financed	Sq Ft	Current Rent	Max LIHTC Rent	Net LIHTC Rent	Privately Financed Rent
1	1	4	-	588	\$0	\$650	\$650	
3	2.0	4	-	1,028	\$0	\$901	\$901	
subtotal 30% AMI		8	-	6,464	\$0	\$6,204	\$6,204	\$0
30% AMI rent		23.53%		23.53%		\$776		
Bdrms	Baths	#LIHTC	Locally Financed	Sq Ft	Current Rent	Max LIHTC Rent	Net LIHTC Rent	Privately Financed Rent
1	1	4		588	\$0	\$867	\$867	
3	2.00	4	-	1,028	\$0	\$1,202	\$1,202	
subtotal 40% AMI		8	-	6,464	\$0	\$8,276	\$8,276	\$0
40% AMI rent		23.53%		23.53%		\$1,035		
Bdrms	Baths	#LIHTC	Locally Financed	Sq Ft	Current Rent	Max (50%AMI) LIHTC Rent	Net LIHTC Rent	Privately Financed Rent
1	1	4	-	588	\$0	\$1,084	\$1,084	\$607
3	2	4	-	1,028	\$0	\$1,503	\$1,503	\$780
subtotal 50% AMI		8	-	6,464	\$0	\$10,348	\$10,348	\$0
00%-50% Bracket		23.53%	0.00%	23.53%				rent set at 3
Bdrms	Baths	#LIHTC	Locally Financed	Sq Ft	Current Rent	Max (60% AMI) LIHTC Rent	Net LIHTC Rent	Privately Financed Rent
1	1	5	-	588	\$0	\$1,301	\$1,301	
3	2.00	5	-	1,028	\$0	\$1,803	\$1,803	
subtotal 60% AMI		10	-	8,080	\$0	\$15,520	\$15,520	\$0
		29.41%		29.41%		\$1,552		
Bdrms	Baths	#LIHTC	Locally Financed	Sq Ft	Current Rent	Max (60% AMI) LIHTC Rent	Net LIHTC Rent	Privately Financed Rent
1	1	-	17	588	\$0	\$1,301	\$1,301	\$1,618
3	2.00	-	17	1,028	\$0	\$1,803	\$1,803	\$2,081
subtotal 120% AMI		-	34	0	\$0	\$0	\$0	\$62,883
80%-120% Bracket		0.00%	100.00%	0.00%		#DIV/0!		rent set at 8
Subtotal Affordable		34	34	27,472	\$0	\$40,348	\$40,348	\$62,883
% Total ex-Empl		100.0%	100.0%	100.0%				
wtd avg % AMI		45.9%						
Unit Summary								
	bdrms	#LIHTC	Locally Financed	Sq Ft	Current Rent	Max LIHTC Rent	Net LIHTC Rent	Locally Financed Rent
Studios		-	-	-	-	-	-	-
1-Bdrm	17	17	17	10,584	-	16,909	16,909	28,518
2-Bdrm	-	-	-	-	-	-	-	-
3-Bdrm	54	18	18	17,476	-	23,439	23,439	35,377
4-Bdrm		-	-	-	-	-	-	-
Total	71	35	35	28,060	\$0	\$40,348	\$40,348	\$63,895



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Year 1 Operating Pro Forma, 400 W. Snow King Ave

							LIHTC	Locally Financed
Income								
Current Rents							\$0	\$0
Increase to Market	LIHTC					Locally Financed	\$484,176	\$766,740
RUBS	\$0			\$0	/month		\$0	\$0
Laundry							\$0	\$0
Parking	\$0.00			\$0.00	40 spaces		\$0	\$0
Other Income	\$20.00			\$20.00	/unit/month		\$8,400	\$8,400
Total Income							\$492,576	\$775,140
Vacancy, Coll. Loss	5.00%			5.00%			(\$24,629)	(\$38,757)
Effective Gross Income							\$467,947	\$736,383
							5.00%	5.00%
Operating Expenses							LIHTC	Locally Financed
<u>General Administrative</u>							LIHTC	Locally Financed
Advertising	\$100			/unit	\$3,500	\$3,500		
Legal	\$3,500			/yr	\$3,500	\$3,500		
Accounting/Audit	\$10,000			/yr	\$10,000	\$5,000		
Office Expenses	\$200			/unit	\$7,000	\$7,000		
Telephone	\$150			/month	\$1,800	\$1,800		
Licenses, fees	\$500			/yr	\$500	\$500	\$26,300	\$21,300
Management Fee					5.00%	5.00%	\$23,397	\$36,819
<u>Utilities</u>							LIHTC	Locally Financed
Electricity	\$20,000			/yr	\$20,000	\$20,000		
Gas	\$20,000			/yr	\$20,000	\$20,000		
Water	\$12,000			/yr	\$12,000	\$12,000		
Sewer	\$20,000			/yr	\$20,000	\$20,000		
utility admin	\$0			/yr	\$0	\$0	\$72,000	\$72,000
<u>Payroll/Payroll Taxes</u>								
On-Site Manager	0			\$25.00	\$0			
Asst Manager	0			\$20.00	\$0			
F/T Office	0			\$15.50	\$0			
P/T Office	1			\$25.00	\$26,000	20 hrs/wk		
Maintenance Supervisor	0			\$20.00	\$0			
F/T Maintenance	0			\$20.00	\$0			
F/T Porter	0			\$12.50	\$0			
P/T Maintenance	1			\$25.00	\$26,000	20 hrs/wk	20 hours per week	
	35.00			units/employee (target 40u/e)				
Leasing Bonuses				27	\$0			
Payroll Taxes, withho	9.00%				\$4,680			
Worker's Comp	3.25%							
Benefits	\$350			1.00		9.00%		
Payroll admin	\$200			per month				
Employee Apt	\$1,618			1	\$19,416		\$76,096	\$76,096
<u>Insurance</u>								
Property/Casualty	\$255			/unit	\$8,925			
weather	\$0			/unit	\$0		\$8,925	\$8,925
<u>Maintenance, Repairs, Operations</u>							LIHTC	Locally Financed
Painting	\$200			/unit, 50%	\$3,500			
Repairs	\$200			/unit	\$7,000			
Trash Removal	\$12,000			/yr	\$12,000			
Exterminating	\$25			/unit	\$875			
Grounds	\$100			/unit	\$3,500			
Fire Protection	\$2,000			/yr	\$2,000			
elevator				/yr	\$0			
pool	\$0			/yr	\$0			
Security	\$0			/yr	\$0			
snow removal	\$3,000			/yr	\$3,000		\$31,875	\$31,875
LIHTC monitoring	\$100			/unit/yr			\$3,500	
Resident Services/NP Fee	\$10			/unit/mo			\$4,200	
Real Estate Taxes	\$20,642				/yr		\$20,642	
	\$0			/yr				
PILOT	\$0			/yr				
Replacement Reserve	\$350			/unit			\$12,250	\$12,250
Total Operating Expenses			adjustment				\$279,185	\$259,265
per unit, exclude RR							\$7,977	\$7,408
<u>Net Operating Income</u>							\$188,762	\$477,118
cap rate	\$3,775,247	value at 5% cap	\$9,542,360	purchase price			1.98%	5.00%
							LIHTC	Locally Financed
Net Operating Income							\$188,762	\$477,118



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Sources and Uses: 400 W Snow King Ave (3 Pages)

9% LIHTC Construction Sources	
Construction Loan	\$8,350,000
LIHTC equity at admission	\$3,050,362
Operating Reserve	\$145,891
Deferred Developer Fees	\$1,736,000
Total Construction Sources	\$13,282,253
gap/ (overage=contingency)	\$31,279
9% LIHTC Permanent Sources	
First Mortgage	\$2,769,000
LIHTC equity	\$10,167,873
Deferred Developer Fee	\$436,000
Total Permanent Sources	\$13,372,873
Gap/ (overage=contingency)	(\$59,341)
Total Project Costs	\$13,313,532

funded at conversion

Locally Funded Construction Sources	
Construction Loan	\$8,350,000
LIHTC equity at admission	\$0
Operating Reserve	\$112,355
Deferred Developer Fees	\$1,697,327
Total Construction Sources	\$13,024,683
gap/ (overage=contingency)	(\$11,839)

Locally Funded Permanent Sources	
First Mortgage	\$7,942,000
Equity (Cash Contribution) from DHI	\$0
Deferred Developer Fees	\$1,697,327
Total Locally Funded Permanent Source	\$13,004,327
Gap / (overage = contingency)	\$8,516
Total Project Sources (does not include land)	\$13,012,844

Uses

Acquisition	LIHTC Model		acq basis		construction basis for LIHTC		Locally Funded Model	
Land Cost or Value	\$0						\$0	
Existing Improvements Value			\$0				\$0	
Broker paid by Buyer	\$0		\$0				\$0.00	
per unit								
per SF								
2020 Budget		\$0		\$0		\$0		\$0
Bridge Financing								
Loan Fee	\$0		\$0				\$0	
negative cash flow	\$0		\$0				\$0	
Interest Paid to Seller for Carry								
Legal	\$0		\$0				\$0	
Third Party Reports	\$0		\$0				\$0	
Escrow, Title	\$0	\$0	\$0	\$0			\$0	\$0
Construction	\$0				\$0			
Offsite Work	\$120,000				\$120,000		\$120,000	
Demolition	\$120,000				\$120,000		\$120,000	
Sewer and Water Main Extension	\$0				\$0		\$0	
Site Work	\$60,000				\$60,000		\$60,000	
	\$0							
	\$3,600,000				\$3,600,000		\$3,600,000	
	\$0				\$0		\$0	
	\$3,740,000				\$3,740,000		\$3,740,000	
PV - Roofs only	\$ -				\$ -			
ADA Conversions	\$0				\$0		\$0	
# ADA units								
Davis-Bacon	\$0				\$0			
General Requirements	\$458,400				\$458,400		\$458,400	
Contractor Overhead	\$152,800				\$152,800		\$152,800	
Contractor Profit	\$458,400				\$458,400		\$458,400	
General Liability Insurance	\$26,740				\$26,740		\$26,740	
P&P Bond	\$87,363				\$87,363		\$76,400	
Construction Contingency	\$441,185	\$9,264,888	\$0		\$220,593	\$9,044,296	\$382,000	\$9,194,740
Architect								
Construction Drawings	\$400,000				\$400,000		\$400,000	
Entitlements	\$75,000				\$75,000		\$75,000	
Arch. Supervision	\$125,000	\$600,000	\$0		\$125,000	\$600,000	\$125,000	\$600,000
Const Interest & Fees								
Const. Loan Interest								
Const. Int , Reser.	\$376,386				\$376,386		\$445,370	
Bond Negative Arbitrage	\$0				\$0		\$0	
Origination Fee	\$27,690				\$27,690		\$83,500	
Credit Enhance. & App. Fee							0	
MIP (25bp)	\$0				\$0		\$0	
Taxes	\$0				\$0		\$0	
Insurance	\$20,000				\$20,000		\$20,000	
Title & Recording	\$5,000				\$5,000		\$5,000	
Lender Reports	\$0				\$0		\$0	
FHA Inspections (1%)	\$0				\$0		\$0	
nonFHA inspections	\$9,625	\$438,701	\$0		\$9,625	\$438,701	\$1,050	\$554,920



	LIHTC Total		acq basis	const basis	Market Total	
<u>Permanent Financing Costs</u>						
Lender Origination Fee	\$0				\$59,565	
Conversion Fee	\$10,000					
Lender Application fee	\$7,500				\$7,500	
FHA Appl (Exam) Fee (30bp)	\$0				\$0	
Title & Recording	\$10,000				\$10,000	
Underwriter Fee	\$22,152				\$63,536	
Underwriter Expense	\$5,000				\$5,000	
Rating agency	\$5,000				\$5,000	
Cash flow verification	\$1,500				\$1,500	
Issuer Application Fee	\$2,500					
Issuer Inducement Fee	\$750					
Bond Cap Application Fee	\$1,200					
Bond Cap Conditional Commit. fee	\$0					
Bond Cap Allocation Fee	\$969					
Bond Issuance Fee	\$4,846					
minimum	\$154					
Annual Bond Fee - 1st Yr	\$1,385					
minimum	\$3,615					
Compliance Fee - 1st Yr	\$1,000					
Bond Issuer FA Fee	\$0					
State Bond Appl Fee	\$0					
State Bond Alloc Fee	\$0					
CDIAC Fee	\$0					
Trustee Fee	\$4,500				\$0	
Trustee - 1st Yr	\$1,500				\$0	
Other		\$83,571	\$0	\$0		\$152,101
<u>Legal Fees</u>						
Lender Legal Pd. By Applicant	\$55,000			\$18,333	\$15,000	
Bond Counsel	\$40,000			\$13,333	\$0	
Underwriter Counsel	\$30,000			\$10,000	\$0	
Underwriter Counsel expense	\$3,000			\$1,000	\$0	
Issuer Counsel	\$5,000				\$0	
Trustee Counsel Fee	\$5,000				\$0	
Nonprofit Legal	\$10,000				\$0	
Title Legal	\$10,000		\$10,000		\$10,000	
Organizational Legal	\$20,000				\$5,000	
Tax Opinion	\$10,000				\$0	
Borrower Counsel	\$25,000				\$15,000	
HUD Legal	\$0				\$0	
Other		\$213,000	\$10,000	\$42,666	\$0	\$45,000

Sources and Uses



	LIHTC Total		acq basis		const basis		Market Total	
<u>Reserves, Contingencies</u>								
Lease-Up Reserve							\$0	
Transition Reserve	\$0						\$0	
Operating Reserve	\$145,891						\$112,355	
months								
Existing Operating Reserve	\$0						\$0	
Working Capital Escrow (2%)	\$0						\$0	
Operating Deficit Escrow (2%)	\$0						\$0	
Replacement Reserve	\$0						\$0	
Relocation Allowance (\$500/u)	\$0						\$0	
COI Contingency	\$0						\$0	
Soft Cost Contingency	\$49,537	\$195,428		\$0		\$0	\$33,400	\$145,755
<u>Third Party Reports</u>								
Appraisal	\$4,000				\$4,000		\$4,000	
Market Study	\$4,000				\$4,000		\$0	
Plan and Cost Review	\$8,000				\$8,000		\$8,000	
Credit Reports	\$0				\$0		\$0	
Environmental Assessments	\$4,000				\$4,000		\$4,000	
Capital Needs Assessment	\$0				\$0		\$0	
Seismic Assessment	\$1,000				\$1,000		\$1,000	
Pest/Structural Assessment	\$0				\$0		\$0	
HERS	\$25,000				\$25,000		\$0	
Geological Study	\$5,000				\$5,000			
ALTA Survey	\$6,000		\$6,000				\$6,000	
Fair Housing Compliance Ass.	\$0	\$57,000		\$6,000	\$0	\$51,000	\$0	\$23,000
<u>Other Costs</u>								
LIHTC Application	\$2,000							
LIHTC 10% Certification Fee	\$0							
LIHTC Reservation Fee	\$59,817							
LIHTC Allocation Fee	\$23,927							
LIHTC Compliance Monitoring								
Local Dev. Impact Fees	\$200,000				\$200,000		\$200,000	
Permit Processing Fees	\$100,000				\$100,000		\$100,000	
Public Works Fees	\$300,000				\$300,000		\$300,000	
Marketing							\$0	
Furnishings							\$0	
Cost Certification	\$10,000						\$0	
Investor Due Diligence	\$25,000	\$720,744		\$0		\$600,000	\$0	\$600,000
Subtotal Development Costs		\$11,573,332		\$16,000		\$10,776,663		\$11,315,516
<u>Developer Fee</u>								
Developer Overhead/Profit	\$1,736,000		\$800		\$2,495,000		\$1,697,327	
Consultant								
MGP Fee	\$4,200	\$1,740,200	\$4,200	\$5,000		\$2,495,000		\$1,697,327
TOTAL PROJECT COSTS		\$13,313,532		\$21,000		\$13,271,663		\$13,012,844

<u>LIHTC Equity Calculation</u>		acq basis		const basis	
DDA/QCT adjustment			100%		100%
Adjusted Eligible Basis	equity for \$1 rehab		\$21,000		\$13,271,662
Applicable Fraction	\$0.88		100%		100%
Qualified Basis	\$0		\$21,000		\$13,271,662
Applicable Percentage			9.00%	9.00%	9.00%
Annual LIHTC			\$1,890	\$1,194,450	\$1,194,450
Combined LIHTC			\$1,196,340	\$1,196,340	
LIHTC Equity	\$10,167,873	\$119,622	=1 cent/\$1 credit	\$10,167,870	

<u>State LIHTC Equity Calculation</u>		acq basis		const basis	
Qualified Basis			\$21,000		\$13,271,662
factor amount		not at-risk	4%		13%
State Credit			\$840		\$1,725,316
Total State Credit			\$1,726,156		
State LIHTC Equity	\$0				
Total Fed & State LIHTC Equity	\$10,167,873				

<u>50% Test</u>		<u>Developer Fee</u>	
Eligible Basis		Acquisition	5% if rehab hard costs < \$20,000/u
Land			15% if rehab hard costs >= \$20,000/u
Aggregate Basis + Land			15% \$2,400
		Construction	15% \$1,616,499
Tax-exempt debt		Total	\$1,618,899

End of Sources and Uses



LIHTC Nine Year Operating Model: 400 W Snow King Ave

9% Tax Credit Funded Operating Model		Year 1		Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Current Rents		\$0	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Increase to Market		\$484,176	2.00%	\$493,860	\$503,737	\$513,811	\$524,088	\$534,569	\$545,261	\$556,166	\$567,289
RUBS		\$0	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Laundry		\$0	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Parking		\$0	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Income		\$8,400	2.00%	\$8,568	\$8,739	\$8,914	\$9,092	\$9,274	\$9,460	\$9,649	\$9,842
Total Income		\$492,576		\$502,428	\$512,476	\$522,726	\$533,180	\$543,844	\$554,721	\$565,815	\$577,131
Vacancy, Coll. Loss	5%	(\$24,629)	5.00%	(\$25,121)	(\$25,624)	(\$26,136)	(\$26,659)	(\$27,192)	(\$27,736)	(\$28,291)	(\$28,857)
add'l vacancy			0.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Effective Gross Income		\$467,947		\$477,307	\$486,852	\$496,590	\$506,521	\$516,652	\$526,985	\$537,524	\$548,274
Operating Expenses											
General Administrative		\$26,300	3.00%	\$27,089	\$27,902	\$28,739	\$29,601	\$30,489	\$31,404	\$32,346	\$33,316
Management Fee		\$23,397	5.00%	\$23,865	\$24,343	\$24,829	\$25,326	\$25,833	\$26,349	\$26,876	\$27,414
Utilities		\$72,000	3.00%	\$74,160	\$76,385	\$78,676	\$81,037	\$83,468	\$85,972	\$88,551	\$91,207
Payroll/Payroll Taxes		\$76,096	3.00%	\$78,379	\$80,730	\$83,152	\$85,647	\$88,216	\$90,863	\$93,588	\$96,396
Insurance		\$8,925	3.00%	\$9,193	\$9,469	\$9,753	\$10,045	\$10,347	\$10,657	\$10,977	\$11,306
Maintenance, Repairs, Operations		\$31,875	3.00%	\$32,831	\$33,816	\$34,831	\$35,876	\$36,952	\$38,060	\$39,202	\$40,378
LIHTC monitoring		\$3,500	3.00%	\$3,605	\$3,713	\$3,825	\$3,939	\$4,057	\$4,179	\$4,305	\$4,434
Resident Services/NP Fee		\$4,200	3.00%	\$4,326	\$4,456	\$4,589	\$4,727	\$4,869	\$5,015	\$5,165	\$5,320
Real Estate Taxes		\$20,642	2.00%	\$21,054	\$21,476	\$21,905	\$22,343	\$22,790	\$23,246	\$23,711	\$24,185
Replacement Reserve		\$12,250	3.00%	\$12,618	\$12,996	\$13,386	\$13,787	\$14,201	\$14,627	\$15,066	\$15,518
Total Operating Expenses	60%	\$279,185		\$287,120	\$295,285	\$303,685	\$312,328	\$321,221	\$330,372	\$339,787	\$349,475
Net Operating Income		\$188,762		\$190,186	\$191,567	\$192,905	\$194,193	\$195,430	\$196,613	\$197,737	\$198,800
Debt Service		amortized		amortized	amortized	amortized	amortized				
First Mortgage	\$121,144	\$158,489	\$121,144	\$158,489	\$158,489	\$158,489	\$158,489	\$158,489	\$158,489	\$158,489	\$158,489
Second Mortgage		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Third Mortgage		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fourth Mortgage		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service		\$158,489		\$158,489	\$158,489	\$158,489	\$158,489	\$158,489	\$158,489	\$158,489	\$158,489
Net Cash Flow				\$31,697	\$33,078	\$34,415	\$35,704	\$36,941	\$38,124	\$39,248	\$40,310
Investor Fee		\$5,000	3.00%	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149
GP Fee		\$5,000	3.00%	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149
Deferred Developer Fee	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Cash Flow to Investor LP	10%			\$2,170	\$2,278	\$2,381	\$2,478	\$2,569	\$2,653	\$2,731	\$2,801
Net Cash to GP				\$19,527	\$20,500	\$21,426	\$22,299	\$23,117	\$23,878	\$24,577	\$25,211

Operating Assumptions: utilities, payroll, trash, snow removal based on actual operating numbers from one of DHI's properties, Grandview Manor (Missoula MT), accounting based on CPA Quote, insurance based on DHI umbrella policy and insurance quote, real estate taxes based on Teton County assessment guidelines.



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Locally Financed, Nine Year Operating Model: 400 W Snow King Ave

Locally Financed- 9 Year Op. Model		Year 1		Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Current Rents		\$0	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Increase to Market	adj at 2019	\$766,740	2.00%	\$766,740	\$782,075	\$797,716	\$813,671	\$829,944	\$846,543	\$863,474	\$880,743
Increase to Market	adj at 2025	\$0	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RUBS		\$0	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Laundry		\$0	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Parking		\$0	2.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Income		\$8,400	2.00%	\$8,400	\$8,568	\$8,739	\$8,914	\$9,092	\$9,274	\$9,460	\$9,649
Total Income		\$775,140		\$775,140	\$790,643	\$806,456	\$822,585	\$839,036	\$855,817	\$872,934	\$890,392
Vacancy, Coll. Loss	5%	(\$38,757)	5.00%	-\$38,757	-\$39,532	-\$40,323	-\$41,129	-\$41,952	-\$42,791	-\$43,647	-\$44,520
Effective Gross Income		\$736,383		\$736,383	\$751,111	\$766,133	\$781,456	\$797,085	\$813,026	\$829,287	\$845,873
Operating Expenses											
General Administrative		\$21,300	3.00%	\$21,300	\$21,939	\$22,597	\$23,275	\$23,973	\$24,693	\$25,433	\$26,196
Management Fee		\$36,819	5.00%	\$36,819	\$37,556	\$38,307	\$39,073	\$39,854	\$40,651	\$41,464	\$42,294
Utilities		\$72,000	3.00%	\$72,000	\$74,160	\$76,385	\$78,676	\$81,037	\$83,468	\$85,972	\$88,551
Payroll/Payroll Taxes		\$76,096	3.00%	\$76,096	\$78,379	\$80,730	\$83,152	\$85,647	\$88,216	\$90,863	\$93,588
Insurance		\$8,925	3.00%	\$8,925	\$9,193	\$9,469	\$9,753	\$10,045	\$10,347	\$10,657	\$10,977
Maintenance, Repairs, Operations		\$31,875	3.00%	\$31,875	\$32,831	\$33,816	\$34,831	\$35,876	\$36,952	\$38,060	\$39,202
LIHTC monitoring		\$0	3.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Resident Services/NP Fee		\$0	3.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Real Estate Taxes		\$0	3.00%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Replacement Reserve		\$12,250	3.00%	\$12,250	\$12,618	\$12,996	\$13,386	\$13,787	\$14,201	\$14,627	\$15,066
Total Operating Expenses	35%	\$259,265		\$259,265	\$266,675	\$274,300	\$282,146	\$290,219	\$298,527	\$307,077	\$315,874
Net Operating Income		\$477,118		\$477,118	\$484,436	\$491,833	\$499,310	\$506,865	\$514,499	\$522,210	\$529,998
First Mortgage		\$414,866		\$414,866	\$414,866	\$414,866	\$414,866	\$414,866	\$414,866	\$414,866	\$414,866
Total Debt Service		\$414,866		\$414,866	\$414,866	\$414,866	\$414,866	\$414,866	\$414,866	\$414,866	\$414,866
DSC - 1st only				115%	117%	119%	120%	122%	124%	126%	128%
Net Cash Flow				<u>\$62,252</u>	<u>\$69,570</u>	<u>\$76,967</u>	<u>\$84,444</u>	<u>\$91,999</u>	<u>\$99,633</u>	<u>\$107,344</u>	<u>\$115,132</u>
Cash-on-Cash Yield	\$1,697,327	7%		4%	4%	5%	5%	5%	6%	6%	7%

Equivalent operating assumptions made on the locally funded model.

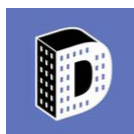
DHI has proposed that the Town of Jackson would own the new building, therefore the building would not be subject to Teton County Property Taxes.



DHI
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Exhibit B: DHI and Principals Property Portfolio - Affordable funding sources

	Properties Owned	City	St	Units	Family or Senior	LIHTC	Tax-exem pt bonds	Sect 8 HAP & USDA RA	HOME	RDA & TIF	Housing Trust Funds
1	Lion Villas	San Jose	CA	272	Fam	4%	X				
2	Florin Meadows	Sacramento	CA	244	Fam	4%	X	X		X	
3	Bryte Gardens	West Sacramento	CA	108	Fam	4%	x	x			
4	College View	Marysville	CA	88	Fam	4%	X	X			X
5	Unity Estates	Sanger	CA	88	Fam	4%	X	X			
6	Tracy Village	Tracy	CA	72	Fam	4%	X	X			
7	Willow Tree	Sacramento	CA	108	Fam	4%	X	X		X	
8	Rosswood Manor	Sacramento	CA	97	Fam	4%	X	X		X	
9	Yuba Gardens	Marysville	CA	120	Fam	4%	X	X			
10	Kings Gardens	Hanford	CA	100	Fam	4%	X	X			
11	Park Hill	Hayward	CA	109	Fam	4%	X	X			
12	Tracy Garden	Tracy	CA	88	Sr	4%	X	X			
13	Casa de Angelo	Sacramento	CA	100	Sr	4%	X	X		X	
14	Broadway Senior	Sacramento	CA	120	Sr	4%	X	X		X	
15	Trans Pacific	Chico	CA	164	Fam	4%	X	X			
16	Kachina	Casa Grande	AZ	96	Sr	9%		X			X
17	Cherry Glen	Woodland	CA	44	Fam	9%		X			
18	Gridley Springs	Gridley	CA	32	Fam	4%	X	X	X		
19	Bell Mirage Estates	Surprise	AZ	60	Fam	9%					X
20	Hill N Dell	Phoenix	AZ	140	Fam	4%	X	X			
21	Northcrest	Big Springs	TX	64	Fam	4%	X	X			
22	Pine Haven	Marshall	TX	64	Fam	4%	X	X			
23	Hanbury Manor	Logan,	UT	108	Fam	9%					
24	Woodside Village	Palestine	TX	96	Fam	4%	X	X			
25	Grandview Place	Missoula	TX	48	Fam			X			
26	King's View Estates	Fresno	CA	116	Fam	4%	X			X	
27	Grand View	Missoula	MT	48	Fam			X			
28	Pacific Coast Villa	Long Beach	CA	50	Fam	9%		X			
	Subtotal Properties Owned			2,846							
	Properties Sold	City	St	Units	Family or Senior	LIH TC	Tax-exempt bonds	Sect 8 HAP & USDA RA	HOM E	RDA & TIF	Housing Trust Funds
1	Pier Park	Portland	OR	164	Fam	4%	X				
2	Delta View	Antioch	CA	205	Fam	4%	X				
3	Countrywood	Sacramento	CA	292	Fam	4%	X				
4	Park Manor	Hayward	CA	81	Fam	4%	X				
5	Rancho Cordova	Rancho Cordova	CA	95	Fam	4%	X				
6	Liberty Village	Richmond	CA	100	Fam	4%	X				
7	Heritage Plaza	Redding	CA	180	Fam	4%	X	X		X	
8	Valli Hi	Lompoc	CA	125	Fam	4%	X				
9	Sunnyslope	Sacramento	CA	32	Fam	4%	X			X	
	Subtotal Properties Sold			1,274							
37	Total Portfolio			4,120							



DHI
Quality is Affordable.

Snow King Partners

400 West Snow King Avenue

Multifamily Rental Housing Proposal
Submitted June 3, 2021

Submitted to:

Teton County Housing Dept.
Attn: April Norton, Director
320 South King Street
Jackson, WY 83001

Submitted by:

Snow King Partners
1140 Hwy 22
P.O. Box 12111
Jackson, WY 83002



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Introduction Letter

June 3, 2021

April Norton, Director
Jackson/Teton County Housing Department
320 South King Street
Jackson, WY 83001

Dear Ms. Norton:

Snow King Partners respectfully requests to be considered as a partner to the Town of Jackson for the development of land located at 400 West Snow King Avenue. We express our gratitude for the opportunity at hand to assist in low-income housing development.

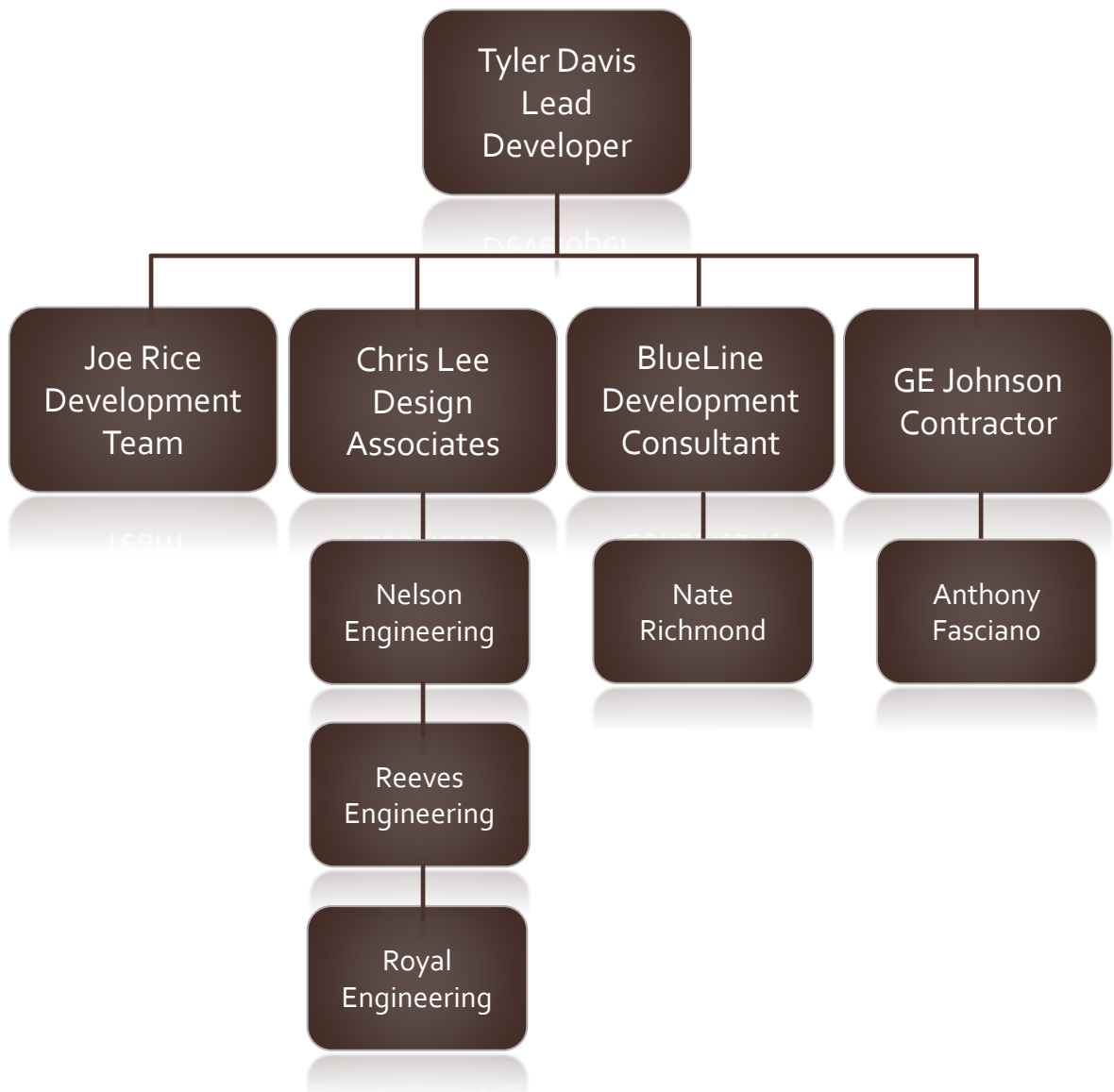
Our team members include Joe Rice, Chris Lee, and Tyler Davis, along with BlueLine Development, Nelson Engineering, GE Johnson Construction, and Design Associates Architects. As longtime Jackson residents and deeply involved community members, we have a thorough and personal understanding of the housing difficulties faced by residents of Jackson. We recognize and appreciate the character and ambiance of this Town we call home and aim to maintain continuity with the existing atmosphere in our building design. The decades of local expertise of our team, combined with our extensive experience in residential development projects will provide the Town with an excellent partner in achieving the goal of constructing low-income housing. In an effort to alleviate the housing burden from our friends and neighbors, we desire to offer our partnership to the Town. We will present two options below, as requested. Option one will include the possibility of receiving grant funds with Wyoming Community Development Authority and option two will demonstrate a plan relying primarily on private and town financing. We sincerely hope that our plans detailed below will embody your vision for 400 West Snow King Avenue.

Thank you for considering Snow King Partners as a candidate for partnership. Please feel free to contact me directly at (407) 952-1735 or tylerdavis34@ymail.com for any questions regarding this submission.

Sincerely,
Tyler Davis



Organizational Chart



About Us

Joe Rice

945 W Broadway, Jackson, WY 83001

(307) 690-2079

joe@bcrg.co

Joe Rice was in the U.S. Marine Corps before moving to Jackson, Wyoming in 1989 with his wife Denise. Joe founded and currently operates the Blue Collar Restaurant Group, which employs more than 400 people at 12 restaurants in Jackson, Wyoming and Bozeman, Montana. Joe works as a business development consultant in Jackson to assist aspiring and current business owners cultivate their dreams of business operations.

Joe has developed new and refurbished existing employee housing for his employees over the last 25 years. As a partner in the project, Joe is nearing completion of the construction of 90 units of employee housing in Jackson and about to break ground on another location with 30 residential units and 6,900 sq. ft. of commercial space.

Joe also has experience beyond the realms of residential development and restaurant ownership. He helped fund and develop the public turf fields for recreational use in Jackson. Additionally, Joe is in the midst of developing a private 30,000 sq. ft. indoor sports facility.

Tyler Davis

PO Box 12111, Jackson, WY 83002

(407) 952-1735

tylerdavis34@ymail.com

Tyler Davis, originally from central Florida, came to Jackson via the University of Wyoming where he was a Division I wrestler and earned his degree in Finance. After college, Tyler moved to Jackson to launch his career in real estate.

Tyler is about to break ground on a project to construct 30 residential apartment units and 6,900 sq. ft. of commercial space. He was a former owner of Teton Gables where he provided long term employee housing and designed 26 additional units for development on the property. He helped to redevelop and refurbish 12 employee housing units for Blue Collar Restaurant employees. Tyler purchased and is currently redeveloping 12 commercial warehouse units in Lincoln County. He designed and sold a project on South Park for residential units that is currently under construction. Tyler also acts as a development consultant for his fellow developers, providing guidance and mentorship. Tyler is a co-owner of Wyoming Property Management where he manages long term rentals, HOAs, and employee housing for several high volume employers in the area.

Anthony Fasciano

Anthony is a proven leader with the skill set and project expertise to ensure team success from onset through completion. He will lead the oversight and preplanning during design, preconstruction and construction. He will continuously monitor the progress and will interface with the staff to ensure the project receives the necessary resources for a successful project delivery. Anthony earned his B.S. in Environmental Design/Construction Science from the University of Oklahoma and has certifications for OSHA 10-HOUR, DBIA, and OSHA 30-HOUR. His relevant experience includes: Town Hill Lofts, Four Seasons Jackson Hole Renovation, Munger Mountain Elementary School, Teton County Recycling Center, Snow King Hotel Renovation, and 105 Mercill Avenue in Jackson, WY, as well as Moxy Hotel in Denver, CO and Tributary Club House in Driggs, ID.

BlueLine Development

BlueLine Development, out of Missoula, Montana will be a consultant on the project. They have historically worked with Jackson/Teton County Housing Department and helped the Wyoming Housing Network successfully receive grant funds nine times. They have successfully completed housing projects in Wyoming and in six other states.

Chris Lee

Chris owns and operates Design Associates Architects, a successful architecture firm in Jackson, Wyoming started in the late 60's to service the needs of the growing resort community. His father was one of the original partners but became the sole proprietor when the others retired in the early 70's. Chris started his college career studying Business at University of Wyoming and Seattle University and Architecture School soon followed.

Chris began his career in Architecture in the late 90's. After graduating with honors from Montana State University with a BA in Architecture, he went to work for his father's firm, specializing in custom residences. In 2001, when his father retired and sold him the firm, Chris continued to run the firm with the same ethics and standards of care of his father but added new tools to the processes. The firm has expanded from residential only to include Resort, Commercial, Workforce and Hotels. Chris is the Primary Architect on staff and has Licenses in Wyoming, Idaho, Utah and New York.

His experience includes over 200 projects, in residential from 36 sq. ft. treehouses to a 90,000 sq. ft. family estate, encompassing approximately 60% of the total projects. In commercial, Chris has designed office buildings, housing developments, and apartments for a total of approximately 40% of their projects.

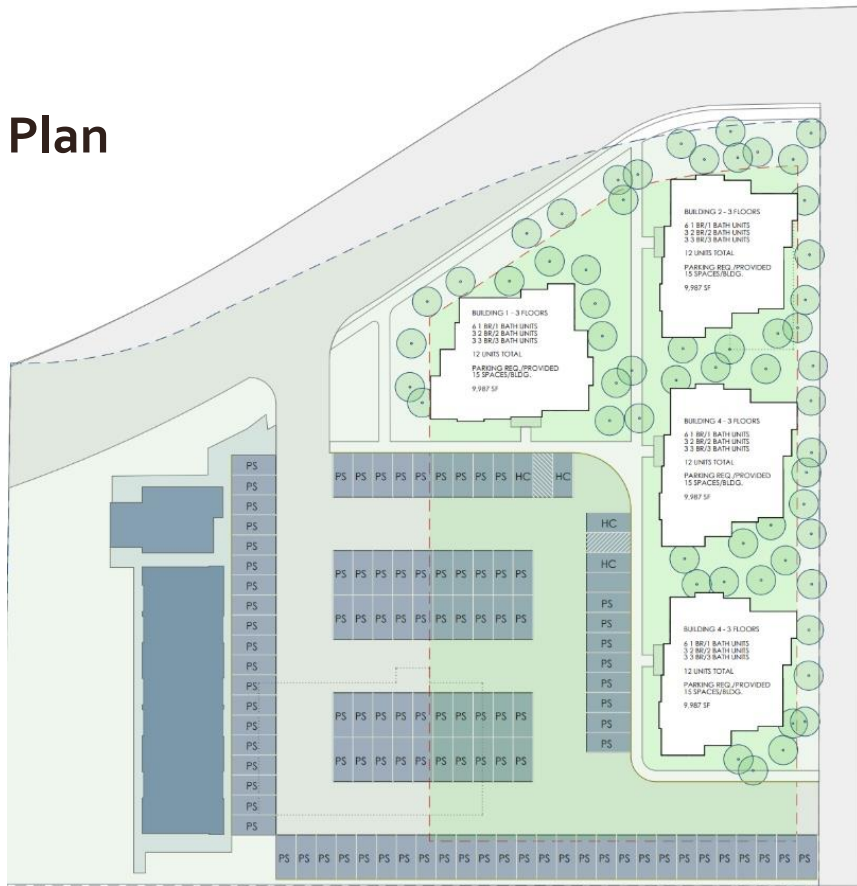
Project Summary

- 48 Residential Units
 - 3 floors
 - 33 feet in height
 - 24 – 1 bedroom, 499.6 sq. ft. each
 - 12 – 2 bedroom, 746.8 sq. ft. each
 - 12 – 3 bedroom, 910.7 sq. ft. each
- Storage Unit per Residential Unit
 - 1 bedroom – 38 sq. ft. each
 - 2 bedroom – 47 sq. ft. each
 - 3 bedroom – 47 sq. ft. each
- Onsite Office
- 108 Parking Spaces shared with Parks and Rec
- 39,948 sq. ft. Total

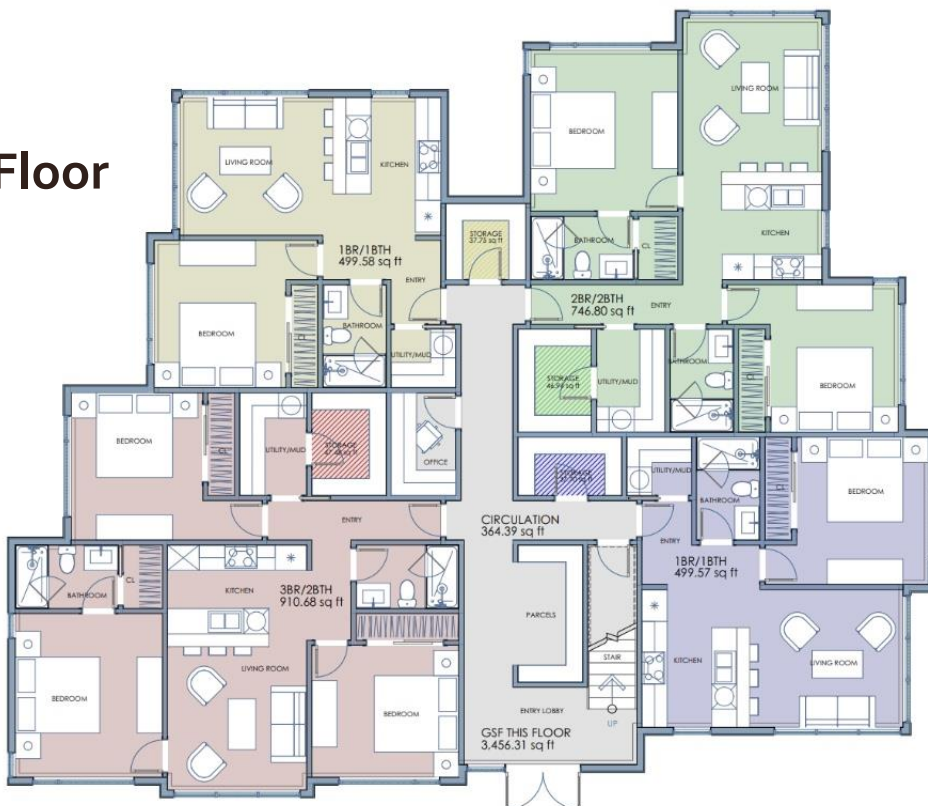
Renderings



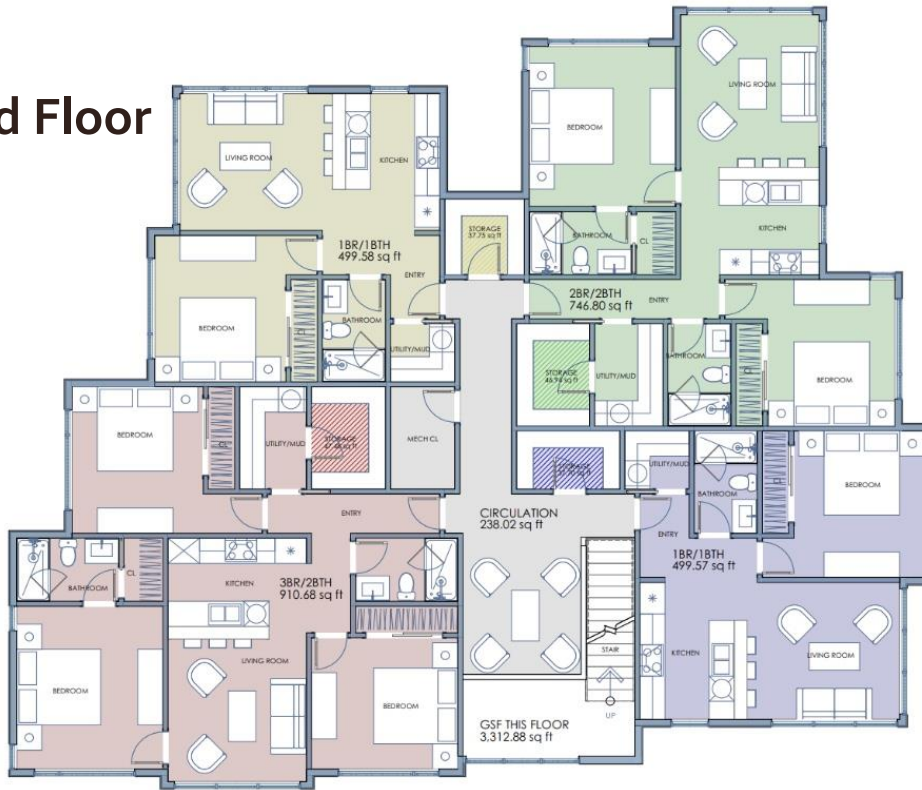
Site Plan



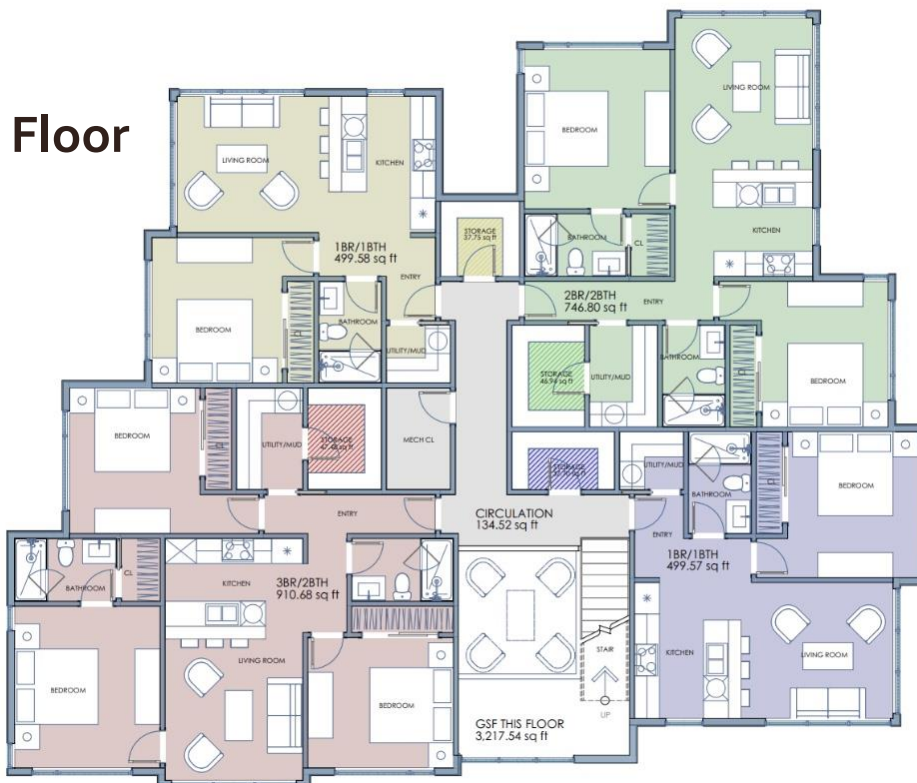
First Floor



Second Floor



Third Floor





AERIAL FROM THE SOUTHWEST
NOT TO SCALE



VIEW FROM THE WEST



VIEW FROM THE NORTHWEST

Construction Budget

Snow King Housing

June 1, 2021



CONCEPTUAL ESTIMATE SUMMARY

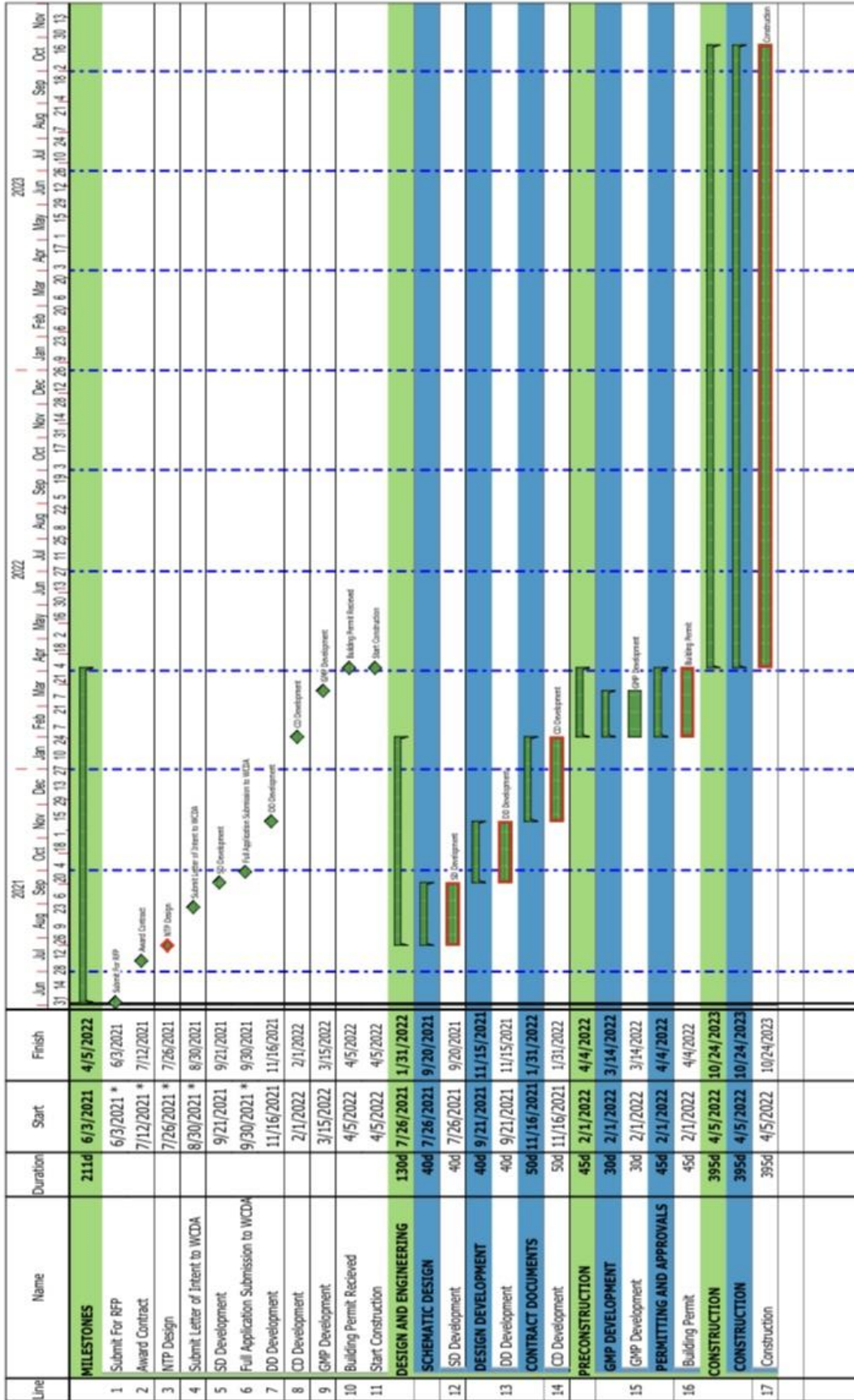
Sys	Description of Work Gross Area (sf)	Site	Building	Total
		66,027 sf	40,000 sf	40,000 BSF
1	Demolition		50,750	50,750
2	Site Work	891,365	-	891,365
3	Foundations		1,089,573	1,089,573
4	Substructure			-
5	Superstructure		2,720,000	2,720,000
6	Exterior		2,149,159	2,149,159
7	Roofing		399,990	399,990
8	Interiors		2,800,000	2,800,000
9	Conveying		-	-
10	Equipment		180,000	180,000
11	Fire Protection		210,000	210,000
13	Mechanical/Plumbing		1,760,000	1,760,000
14	Electrical		1,320,000	1,320,000
15	General Conditions	68,811	1,046,124	1,114,935
16	Project Requirements		871,770	871,770
17	Subcontractor Default Insurance	10,051	152,799	162,850
Subtotal Systems		970,226	14,750,164	15,720,391
Estimating Contingency		48,511	737,508	786,020
Escalation		-	-	By Owner
Construction Contingency		50,937	774,384	825,321
Subtotal Contingency Costs		99,448	1,511,892	1,611,340
Contractor Indirect Costs				
Subtotal Indirect Costs		77,179	1,173,338	1,250,517
Total Estimated Construction Cost		1,146,854	17,435,394	18,582,247
Unit Cost (\$/GSF)		17.37 / sf	435.88 / sf	464.56 / sf
Cost Per Stall & Cost Per Unit			363,237 / unit	
Qualifications				
Similar finishes to Mercill				
Summer 2021 Material Pricing - Owner should carry Escalation Contingency				
Escalation not included				
OCIP Not Included - By Owner				
Assumes spring start				
Temp utilities by owner				
Mechanical/Plumbing/Electrical systems similar to Mercill				
Site Indirect Costs				
City Imposed Impact Fees				By Owner
Site Development Fees				By Owner
Water Connection Fees				By Owner
Electrical Primary Fee				By Owner
Plan Review Fees				Incl Above
Construction Materials Testing & Inspections				By Owner
Other Project Costs				
Fixtures, Furniture & Equipment				By Owner
Technology/ Special Systems (LV and IT)				By Owner
Hazardous Material Testing/ Monitoring				By Owner
Design & Engineering Fees and Services				By Owner
Owner's Project Contingency				By Owner
Escalation to Start of Construction				Additive Allowance

Development Budget

Total Project Costs

Construction	\$	18,582,247.00
Soft costs		
Permitting and Design	\$	836,201.12
Engineering	\$	150,000.00
Loan origination	\$	32,500.00
Carry cost	\$	560,000.00
Legal/consultant fees	\$	45,000.00
Insurance	\$	425,000.00
Sewer/water hook ups	\$	60,000.00
Developer Fee 3.5%	\$	650,378.65
Total to build	\$	20,690,948.12

Construction Schedule



Milestone Appearances
 Diamond

400 W Snow King

Progress Period Date: 6/2/2021

Print Date: 6/3/2021

Page: 1 of 1

GEJOHNSON
 CONSTRUCTION COMPANY

Operating Budget

Expenses

Insurance	\$	(40,000.00)
Property taxes	\$	(35,000.00)
Trash	\$	(6,000.00)
Landscaping	\$	(6,000.00)
Snow plow	\$	(9,000.00)
Management	\$	(47,945.52)
Reserves/Maintenance	\$	(30,000.00)
Water/sewer	\$	(9,500.00)
Electric	\$	(41,234.48)
Internet	\$	(3,600.00)
Miscellaneous	\$	(5,000.00)

Total **\$ (233,280.00)**

Per Unit Monthly Expenses

Type	# of units	Price/month	
1 br	24	\$ 360.00	\$ 8,640.00
2 br	12	\$ 425.00	\$ 5,100.00
3 br	12	\$ 475.00	\$ 5,700.00
		monthly	\$ 19,440.00
		Yearly	\$ 233,280.00

WCDA Application Option

For the first option of applying with the Wyoming Community Development Authority, we have hired Dallas Laine, an attorney out of Cheyenne, who was previously involved with the Wyoming Housing Network. We have also talked with Jim Grenfell at WHN. He recommended BlueLine Development who has partnered with WHN several times to apply for grants. BlueLine Development has helped the WHN successfully receive grant funds nine times. They have completed housing projects in seven states including Wyoming. The following pages display housing projects completed or in progress by BlueLine Development.

BlueLine Development Properties*

Project Name	State	Year Alloc	Funding Source	# of Units	Total Development Costs
Apple Creek Apartments	SD	2006	LIHTC, RD	44	\$ 5,316,978.00
Autumn Ridge Apartments	WY	2006	LIHTC, HOME	48	
Thunder Rock Apartments	WY	2006	LIHTC, HOME	48	
Antelope Ridge Apartments	WY	2007	LIHTC, HOME	72	\$ 9,972,638.00
Mountain View III	MT	2008	LIHTC	46	\$ 6,306,774.00
Elkhorn Apartments	WY	2009	LIHTC, HOME	48	\$ 7,261,737.00
Grafton Apartments	ND	2009	LIHTC	48	\$ 4,307,255.00
Meadows Apartments	WY	2009	LIHTC, HOME	48	\$ 6,211,439.00
Prairie Sage Apartments	WY	2009	LIHTC, HOME	64	\$ 9,124,565.00
Windridge Apartments	WY	2009	LIHTC, HOME	48	\$ 7,466,043.00
Lolo Vista Apartments	MT	2010	LIHTC	40	\$ 6,031,659.00
Rolling Rock Apartments	WY	2010	LIHTC, HOME	60	\$ 8,896,462.00
Stoney Hills Apartments	WY	2010	LIHTC, HOME	60	\$ 9,045,285.00
Peak Apartments	WY	2011	LIHTC, HOME	48	\$ 7,551,388.00
Heritage Senior Living	WY	2011	LIHTC, HOME	42	\$ 6,214,239.00
High Plains Apartments	WY	2011	LIHTC, HOME	32	\$ 5,010,430.00
Oregon Trail Apartments	WY	2011	LIHTC, HOME	12	\$ 2,081,138.00
Two Rivers Apartments	MT	2011	LIHTC	8	\$ 1,253,658.00
Juniper Ridge Apartments	WY	2012	LIHTC, HOME	55	\$ 9,020,911.00
Sweet Grass Apartments	MT	2012	LIHTC	12	\$ 1,975,983.00
Apsaalooke Warrior Apartments	MT	2013	LIHTC, AHP, NAHASDA	15	\$ 2,796,869.00
Buffalo Grass Apartments	MT	2013	LIHTC	14	\$ 2,474,090.00
Cedar Mountain Apartments	WY	2013	LIHTC, HOME	12	\$ 2,388,737.00
Ironwood Apartments	WY	2013	LIHTC	12	\$ 2,382,246.00
Wolf Creek Apartments	WY	2014	LIHTC & HOME	12	\$ 2,320,064.00
Copper Mountain Apartments	WY	2014	LIHTC	12	\$ 2,453,931.00
CentrePointe	WY	2014	LIHTC, HOME	50	\$ 9,574,877.00
Leech Lake District 1	MN	2014	State Funds, AHP	16	\$ 4,023,642.00
Rock Creek Apartments	WY	2015	LIHTC & HOME	12	\$ 2,630,033.00
Capital Court	WY	2015	LIHTC & HOME	60	\$ 10,562,780.00
Saint Francis Apartments	CO	2015	LIHTC	50	\$ 11,567,502.00
Arroyo Village	CO	2016	LIHTC	130	\$ 21,300,000.00
Raven Crest	WY	2016	LIHTC, RAD	100	\$ 14,494,863.00
Granite Springs Apartments	WY	2017	LIHTC, HOME	24	\$ 3,723,872.00
Providence at the Heights	CO	2017	LIHTC, HOME	50	\$ 9,266,985
5th East Apartments	UT	2017	LIHTC, State Tax Credits	75	\$ 15,101,163
Villagio	MT	2018	LIHTC, City of Missoula HOME	200	\$ 40,952,909
Karis Apartments	CO	2018	LIHTC, DOH Grant	34	\$ 8,960,353
426 Apartments	UT	2018	LIHTC, HOME, State Funds	40	\$ 11,202,046
Freestone Apartments	WY	2019	LIHTC & HOME	35	\$ 7,170,697
Espero Apartments	CO	2019	LIHTC, DOH Grant	40	\$ 5,991,598
Elliott Place	ND	2020	LIHTC, HOME, HTC, NDHIF	84	\$ 14,270,812
Discovery Village	SD	2020	LIHTC	36	\$ 4,132,488
Warren Church	CO	2019	AHP, DOH, City of Denver	49	\$ 5,185,500
Red Hill Lofts	CO	2019	LIHTC, DOH Grant, Town of Carbondale	30	\$ 5,988,895
Charity's House	CO	2020	LIHTC, DOH Grant, City of Denver	36	\$ 8,373,605
Trinity Apartments	MT	2020	LIHTC, HOME, HTF	202	\$ 31,500,000
Platte River Apartments	WY	2020	LIHTC, HOME, HTF	20	\$ 2,580,375
Bighorn Flats	WY	2021	LIHTC, HOME, HTF	60	\$ 7,569,744
Alder Park Apartments	WY	2021	LIHTC, HOME, HTF	60	\$ 7,102,795
Richmond Flats	UT	2021	LIHTC, HOME, State Funds	55	

*Properties developed by at least one of the principals of BLD

BlueLine Development Properties

	Project Name	State	Year Allocated	PIS	Funding Source	Property Type	# of Units	TDC
1	High Plains Apartments	WY	2011	2013	LIHTC, HOME	family	32	\$ 5,010,430
2	Oregon Trail Apartments	WY	2011	2012	LIHTC, HOME	family	12	\$ 2,081,138
3	Two Rivers Apartments	MT	2011	2013	LIHTC	family	8	\$ 1,253,658
4	Juniper Ridge Apartments	WY	2012	2014	LIHTC, HOME	family	55	\$ 9,020,911
5	Sweet Grass Apartments	MT	2012	2014	LIHTC	family	12	\$ 1,975,983
6	Apsaalooke Warrior Apartments	MT	2013	2015	LIHTC, AHP, NAHASDA	homeless vets PSH	15	\$ 2,796,869
7	Buffalo Grass Apartments	MT	2013	2014	LIHTC	family	14	\$ 2,474,090
8	Cedar Mountain Apartments	WY	2013	2014	LIHTC, HOME	family	12	\$ 2,388,737
9	Ironwood Apartments	WY	2013	2015	LIHTC	family	12	\$ 2,382,246
10	Wolf Creek Apartments	WY	2014	2016	LIHTC & HOME	senior	12	\$ 2,320,064
11	Copper Mountain Apartments	WY	2014	2016	LIHTC	family	12	\$ 2,453,931
12	CentrePointe	WY	2014	2016	LIHTC, HOME	family	50	\$ 9,574,877
13	Leech Lake District 1	MN	2014	2016	State Funds, AHP	family	16	\$ 4,023,642
14	Rock Creek Apartments	WY	2015	2017	LIHTC & HOME	family	12	\$ 2,630,033
15	Capital Court	WY	2015	2017	LIHTC & HOME	family	60	\$ 10,562,780
16	Saint Francis Apartments	CO	2015	2017	LIHTC	homeless PSH	50	\$ 11,567,502
17	Arroyo Village	CO	2016	2018	LIHTC, AHP	homeless PSH and shelter	130	\$ 25,979,330
18	Raven Crest	WY	2016	2018	LIHTC, RAD	RAD conversion	100	\$ 19,689,146
19	Granite Springs Apartments	WY	2017	2018	LIHTC, HOME	family	24	\$ 5,131,595
20	Providence at the Heights	CO	2017	2019	LIHTC, HOME	PSH formerly incarcerated	50	\$ 9,266,985
21	5th East Apartments	UT	2017	2019	LIHTC, State Tax Credits, AHP	homeless PSH	75	\$ 15,101,163
22	Villagio	MT	2018	2022	LIHTC, City of Missoula HOME	family	200	\$ 40,952,909
23	Karis Apartments	CO	2018	2020	LIHTC, DOH Grant	PSH homeless youth	34	\$ 8,960,353
24	426 Apartments	UT	2018	2020	LIHTC, HOME, State Funds	homeless PSH	40	\$ 11,202,046
25	Freestone Apartments	WY	2019	2021	LIHTC & HOME	family	35	\$ 7,170,697
26	Espero Apartments	CO	2019	2021	LIHTC, DOH Grant	homeless PSH	40	\$ 5,991,598
27	Elliott Place	ND	2020	2021	LIHTC, HOME, HTC, NDHIF	senior	84	\$ 14,270,812
28	Discovery Village	SD	2020	2021	LIHTC	family	36	\$ 4,132,488
29	Warren Church	CO	2019	2021	AHP, DOH, City of Denver	PSH Homeless	49	\$ 5,185,500
30	Red Hill Lofts	CO	2019	2021	DOH Grant, Town of Carbondale	family	30	\$ 5,988,895
31	Charity's House	CO	2020	2021	TC, DOH Grant, City of Denver	PSH formerly incarcerated	36	\$ 8,373,605
32	Trinity Apartments	MT	2020	2022	LIHTC, HOME, HTF	family, homeless	202	\$ 31,500,000
33	Platte River Apartments	WY	2020	2021	LIHTC, HOME, HTF	family	20	\$ 2,580,375
34	Bighorn Flats	WY	2021	2022	LIHTC, HOME, HTF	family	60	\$ 7,569,744
35	Alder Park Apartments	WY	2021	2022	LIHTC, HOME, HTF	senior	60	\$ 7,102,795
36	Richmond Flats	UT	2021	2022	LIHTC, HOME, State Funds	family	55	

Private and Town Funding Option

In the event that our WCDA application is not successful, we will build the project using a bank loan from Bank of Jackson Hole for approximately \$13-\$15 million and private funding of \$6.5-\$8.5 million to bring the project to completion. Using the affordable rental rates we will end up having a lower valued project than it cost to build and will work through a few options to subsidize the project. First we will attempt to sell first right of rentals to private businesses in town, then with town approval, look at selling a building to an organization in town such as the hospital. Our final option is to ask the town for a subsidy. Our current mix of affordability are the highest rates in the 80%-120% range and that is due to requiring the lowest subsidy. We have attached a pricing sheet below that shows what level of subsidy would be needed for any unit at any rental rate and would allow the Town to decide the mix of affordability. We also provided an example of how we came to the number needed per unit and per rental rate.

	0-50%	50-80%	80-120%	Workforce	# units	
One Bedroom	\$268,724.83	\$193,955.60	\$82,078.67	\$0.00	24	\$1,969,888.17
Two Bedroom	\$414,645.69	\$329,353.39	\$201,230.31	\$0.00	12	\$2,414,763.71
Three Bedroom	\$504,264.84	\$408,080.23	\$264,080.23	\$0.00	12	\$3,168,962.73
Total Subsidy						\$7,553,614.61
Subsidy/Bedroom						\$89,923.98

The above display details the total subsidy needed per unit per rental rate. We are using 80%-120% rental rates for our calculations, which results in \$89,923.98 subsidy required per bedroom.

Below is an example of a 1 bedroom unit showing different value losses versus market and versus building cost. We are using the lowest number of \$82,079 for a subsidy that is shown in the above subsidy sheet.

1 Bedroom Example

Build Price/Ft	\$465
Soft costs 11%	\$51.10
Developer Fee 3.5%	\$16.26
Total Price/ft	\$531.85

Price to build including storage and common area (591 sq ft)	\$314,324.83
--	--------------

	0-50%	50-80%	80-120%	Market Rate
Base Rent	\$607	\$1,012	\$1,618	\$2,100
CAM Expenses	-\$360	-\$360	-\$360	-\$360
Net	\$247	\$652	\$1,258	\$1,740
Price at 6.5 cap	\$45,600	\$120,369	\$232,246	\$321,231
Value Loss vs Market	\$275,631	\$200,862	\$88,985	
Value Loss vs Cost to Build	\$268,725	\$193,956	\$82,079	

Complete Property Pro Forma

One bedroom	# of units	Rent	rent/year
0-50%		\$ 607.00	\$ -
50-80%		\$ 1,012.00	\$ -
80-120%	24	\$ 1,618.00	\$ 465,984.00

Two bedroom	# of units	Rent	rent/year
0-50%		\$ 694.00	\$ -
50-80%		\$ 1,156.00	\$ -
80-120%	12	\$ 1,850.00	\$ 266,400.00

Three bedroom	# of units	Rent	rent/year
0-50%		\$ 780.00	\$ -
50-80%		\$ 1,301.00	\$ -
80-120%	12	\$ 2,081.00	\$ 299,664.00

Total Income \$ 1,032,048.00

Expenses

Insurance	\$ (40,000.00)
Property taxes	\$ (35,000.00)
Trash	\$ (6,000.00)
Landscaping	\$ (6,000.00)
Snow plow	\$ (9,000.00)
Management	\$ (47,945.52)
Reserves/Maintenance	\$ (30,000.00)
Water/sewer	\$ (9,500.00)
Electric	\$ (41,234.48)
Internet	\$ (3,600.00)
Miscellaneous	\$ (5,000.00)

Total \$ (233,280.00)

EBITDA \$ 798,768.00

Valuation 6.5% Cap Rate \$ 12,288,738.46

Total Cost to Build \$ 20,690,948.12

Additional Option

We understand our total subsidy needed is high, however we still believe it is in the best interest of the Town to construct the highest number of units on the property. If the subsidy is too high, we propose still building all 48 units and for the units that are unable to be subsidized, we propose a temporary workforce restriction until we are able to get a subsidy. When the subsidy is paid, we will restrict the units to the affordable rent the Town chooses according to the below price sheet.



6/03/21

Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

RE: 400 W. Snow King Housing Development

Dear Sir or Madam:

This letter outlines potential terms and conditions for a construction loan for an affordable housing project located at 400 W. Snow King in Jackson, Wyoming, as requested by Tyler Davis and/or assigns. **Please note that this is not to be construed as a commitment on the part of Bank of Jackson Hole to lend, and is merely an opinion of the borrower's pre-qualification for this loan.**

This letter is to confirm that all demand deposit accounts and loans at Bank of Jackson Hole owned by Tyler Davis, and all related entities, are currently in good standing.

Potential Loan Structure:

Proposed construction loan term of 18 months, converting to permanent financing with a 5 year balloon loan, 20-year amortization schedule, with an adjustable interest rate to be determined.

Loan approval is subject to the receipt and acceptability of all verified documentation as presented on the loan application and subject to, but not limited to, the following specific conditions:

An acceptable review of borrower financial and credit information, and preliminary title report.

A satisfactory appraisal and Phase I report

Review and acceptance of a construction budget from a bank-approved contractor.

Loan to cost or appraisal not to exceed 70%, whichever is less, or an amount as determined by the loan committee.

Borrower cash equity to be contributed to the project up front.

Cost overruns to be funded by borrower.

Construction monitoring to be performed via inspections from a certified bank-approved inspector for each draw request, to be paid for by the borrower.

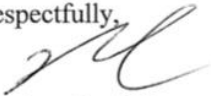
Any further information required by the bank, prior to closing and final loan committee approval.

Public subsidies of up to \$5,000,000 to be injected into the project, subject to underwriting and legal review to Bank of Jackson Hole's satisfaction.

Subject to final underwriting/loan committee approval.

For further inquiries or information, please contact me directly per the contact information listed below.

Respectfully,

A handwritten signature in black ink, appearing to be 'M. Oldham', written over a horizontal line.

Matthew L. Oldham
Vice President

References

Mark Barron

355 Glenwood St
Jackson, WY 83001

mbarron@tetoncountywy.gov

(307) 733-8094

- Worked with Mark Barron through the 105 Mercill RFP

Hunter McCardle

PO Box 174
North Garden, VA 22959

hunter@redrootsco.com

(434) 326-2118

- Currently working with Hunter on the Teton Gables Motel redevelopment along with Chris Lee working on Westview Townhomes

Patti Boyd

145 Mercill Ave
Jackson, WY 83001

pboyd@learningcenterwy.org

(307) 733-1616

- Working together as co-tenants with Teton County at 105 Mercill

Additional Questions for 400 W. Snow King Avenue RFP: Snow King Partners

1. The Town's top priority is to secure a project that provides housing to the lower tiers of income; LIHTC, HOME, and NHTF seems to be the best vehicle to succeed in this. Please explain how you can assure us that it also your top priority? What type(s) of assurances can you provide us?

We believe that that LIHTC, HOME, and NHTF is the best option to get to not only lower tiers of income but to get this project built with any level of affordability. The cost of construction nationally, along with additional local expenses will make the second option of private and town funding much harder to get the project built for any team.

2. Who on your team will provide the direct liaison with the state for the tax credit application. And is that the same person/entity that will interact with the town/county regarding the tax credit project?

The BlueLine Development team will be handling our application with WCDA, handling our lease up compliance and continuing to oversee property management compliance after our lease up. BlueLine, Tyler Davis and Joe Rice will both be involved with interacting with the town/county.

3. Will the same construction entity build either project or, if different, who will be which one?

We plan on using the same local contractor for either project.

4. Will you require one of the units to be used by an onsite manager and thus be non-revenue producing? Will this be the same for both the tax credit and Affordable projects?

One of our partners currently owns 7 of the neighboring condos and we would like to put our "onsite" manager in one of those units. We believe it may make it easier for compliance in not having to have the manager meet the specific requirements of the tax credit program, but rather find the person who meets the needs of the specific units. If we get to option two we would still lean to not having an onsite manager but rather someone living in one of our other employee units.

5. How confident are you in the costs you included in your proposals? Were these numbers based upon the architecture used in the proposal or was it a general per unit/per sf cost estimate subject to adjustment?

We are very confident in the costs we have provided. GE Johnson has been building in Jackson for over 20 years and have successfully delivered 200+ employee/affordable/condo units in this region and thousands more across the country. Our estimate was based on the architectural plans included in our proposal. When putting the detailed estimate together, we were able to collaborate with the design team and ownership to ensure we were providing accurate pricing. We then utilized local subcontractor input, quantity take offs and our historical data in this region to generate the project budget.

Members of our development team are currently finishing up a 90 unit apartment complex in Jackson, a 37,000 sq ft sports facility, and just broke ground on a mixed use development with

30 workforce condos at 105 Mercill. All of these project prices are in line with our current proposed pricing.

6. How much more work/time is required to refine your numbers to a point that you believe will provide an estimate within 5% of actual?

No additional time is needed. We were able to identify all materials and quantities in today's dollars to generate an accurate concept budget. The estimate we have provided is +- 5% of today's construction costs for this project.

7. Will you please explain the assumptions you made to determine the budget/pricing for your proposals?

The assumptions we made in our pricing were vetted with the design team and ownership during the estimating process. They are as follows; similar finishes/mechanical systems to 105 Mercill and other affordable housing projects, no below grade parking, Spring 2022 construction start and notice to proceed on design in July of 2021.

8. Will you please provide a list of all municipal fees (building, connection, etc. See municipal code.), how much they will cost per item and the total fees. Please include all requests for exemption or reduction.

We were planning on following the same expenses as other public/private developments and pay the following fees:

Sewer capacity fee \$49,100

Water capacity fee \$6,000

Fire line \$2,400

Water meter \$2,500

We would request the following fees be waived:

Building permit fee \$40,448

Sketch Plan/Development plan \$3,005

Boundary adjustment \$1,202

DRC fee \$240

9. What other sources of funding for affordable housing have you had success obtaining?

BlueLine Development has had success with Tax Increment Financing, AHP funds from the Federal Home Loan Bank, Tax Exempt Bonds, Tax Exempt Loans, Tax Credit Assistance Program, CDBG, Revolving Loan Programs and various rental subsidy programs.

10. How much of your developer's fee are you willing to defer?

With our team having multiple projects under construction to compare prices too we do not expect to have to defer any developer fees but we will if needed. The amount is dependent on how much deferred developer fee the project cash flow can support with a 10-12 year payback. Our LIHTC investors will mandate that the operating proforma show at least a 12 year payback of deferred fees. If the fees are not paid back the tax credits associated with

those fees will be recaptured or the GP will have to make a capital contribution of the amount of deferred fee. Generally speaking we see that amount around 25%-30% of the total fee.

11. Under what circumstances would you miss the fall cycle to apply for funding through WCDA?

The only scenarios we could see for missing the fall cycle are:

1. Not securing the land through a binding agreement in time for the application round
2. Determining that the project is not financially feasible due to outside or unknown factors
3. Determination that the site is not suitable for the intended development due to lack of appropriate infrastructure, zoning, entitlement, or environmental conditions

12. What is the 6.5% cap rate based on? Why?

We picked the 6.5% cap rate due to a couple reasons. One is that we plan on holding this property for a long time and we will have to refinance the property and if interest rates move up and rents do not move up at the same rate, it could put us in a bad cashflow position. The other is the opportunity costs of buying another investment. Different types of properties will trade at different cap rates and the lowest cap rates we have seen in Jackson are around a 4% cap, but these cap rates usually have some type of owner occupancy such as offices or short term rentals. These owner occupancies drive the cap rates down and we feel these are not a good comparison to this project. We feel that a 5%-6% cap is more suitable for multifamily sale here, and have seen comps to support that. If we are to compare buying a 5% cap now and getting cashflow day one vs building this project and not getting cashflow for two years, we need to try and make a margin by having a higher cap rate at completion. We also picked a higher cap rate to give us room for cost overruns or simply construction costs continuing to go up until next year when we break ground.

13. Why did you offer the deal structure proposed?

We offered the proposed structure due to the opportunity costs mentioned in the previous question. We are comparing this project to other development opportunities along with existing operating multifamily and commercial investments. We are also comparing the opportunity costs of future market rents vs this project of rent restriction.

14. Why do your expense projections exclude carrying costs?

We have \$560,000 in carry costs in our development budget on page 15.

15. Why are you not providing any equity in the privately funded proposal?

Our proposal mentions bringing \$6.5-\$8.5 million of private funding to complete the project along with the loan from Bank of Jackson Hole. At completion, the project will cost more to build than what it is worth, when the rent restrictions are in place. We would then be creative in trying to subsidize the loss in value by selling first right of rentals to employers in town, which we believe could cover the entire subsidy requested but we understand the town will probably not want the entire project used for that. We could also get creative with selling some units to a critical infrastructure employer like the hospital. Our last options are to ask

the town to allow for some workforce restrictions or to help subsidize the remaining loss in value.

16. In the privately funded model, would you consider a loan option to subsidize the affordability instead of the proposed public subsidy?

We cannot use a loan to subsidize rents. It would put us further in debt on the property without enough cashflow to pay off the debt in a reasonable time.

17. What options other than Town purchasing the property exist? Please explain.

We were not proposing the town purchase the property, we plan on maintaining ownership. As mentioned in our answer to question 15 we plan on first selling first right of rentals, selling units with town approval, requesting a certain number of workforce units and then last a request for town subsidy to offset our loss in value.

18. Where did your rent assumptions come from? Who will be served?

For our private funded model, we are currently proposing the highest levels rent due to the cost of construction and it seems to be the best way to get the project built. The more we restrict prices the more upside down we would become but we did show a value loss/subsidy needed number for every unit and rent option. We are open to any affordable rate as long as we are able to come up with the money to offset that specific loss. We believe the sale of first right of rentals would be the best option to get to the lower affordable rates.

19. Please explain the managing member decision-making process in the LIHTC proposal.

We will be deferring to our partners at BlueLine Development for decision making on the LIHTC proposal. They will be present for our interview and can answer any questions.

20. Please explain the \$5m private subsidy proposed.

The requested subsidy has been mentioned in other questions, but it is due to the total project cost vs final valuation when we are completely leased up.

STAFF REPORT



Meeting Date:	July 19, 2021	Meeting Title:	Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	P21-093 LDR Text Amendment to allow Attached Single-Family in the NL-5 Zoning District provided all units are permanently deed restricted.	Public Comment:	Yes

Purpose & Policy Considerations.

All LDR Text Amendments require review and recommendation by the Planning Commission according to LDR Section 8.7.1. The Town Council makes the final decision on all LDR Text Amendments.

Requested Action.

The applicant, Jackson / Teton Affordable Housing Department, is requesting approval of an LDR Text Amendment which would allow Attached Single-Family units (condominiums and townhomes) in the Neighborhood Low Density – 5 (NL-5) zoning district provided that the resulting ownership units are permanently deed restricted for the local workforce.

The proposed text amendment would modify the following sections of the LDRs: Section 2.2.6.C.1 - Allowed Uses and Use Standard, Section 2.2.6.D.1 - Allowed Subdivision and Development Options, Section 2.2.6.E - Additional Zone-specific Standards and Section 6.1.1.F - Use Table.

Recommendations.

The Planning Director recommends **approval** of LDR Text Amendment (P21-093) to allow Attached Single-Family units in the NL-5 zoning district provided that all resulting units are deed restricted to the satisfaction of the Jackson/Teton County Housing Department, subject to this staff report, the department reviews attached hereto and the following condition of approval:

1. If 3 deed restricted units are developed on a lot or site, each unit shall get a 200 sf increase in floor area.

Background.

In 2018, the NL-5 zoning district replaced Auto-Urban Residential (AR) zoning which was in place since 1994. From a use standpoint, AR zoning allowed one detached single-family home with up to two (2) Accessory Residential Units (ARUs) which were intended to be workforce rentals or occupied by family members. In addition, all three allowed units were required to be under single ownership (i.e., the units could be not sold separately as condominiums or townhomes). However, while the base AR zoning did not allow condominiums or townhomes, the AR zone allowed owners to use the Planned Unit Development (PUD) tool to create condo/townhouse projects for sites composed of three or more standard-sized lots (7,500 sf). The PUD was a useful tool in creating both rental and ownership affordable and workforce multi-family housing. Examples of such affordable projects include the Redmond Street Rentals, the Five-Two-Five Hall Townhomes, The Twelve Pines, and Arbor Place.

As part of the 2018 rezone, the Town deleted the PUD tool in all zones because, among other things, it was subjective and we wanted to focus larger multi-family developments in Transitional subareas rather than Stable

subareas, such as the neighborhoods with NL-5 zoning. Furthermore, to compensate for the loss of the PUD, the Town created a couple of new, higher-density zones (NM-2 and NH-1) that included many of the development incentives from the PUD in the base zoning. This provided more predictability in the LDRs and reduced barriers to providing affordable and workforce housing. However, even with those changes, condominiums and townhomes were still not included in the NL-5 zoning district in an effort to keep the zone limited to mostly rentals which were, and still are, a needed housing product.

Project Description.

The applicant, Jackson / Teton County Housing Department, is requesting approval of an LDR Text Amendment which would allow Attached Single-Family unit (condominiums and townhomes) in the NL-5 zoning district provided that all resulting ownership units are permanently deed restricted with restriction acceptable to the Jackson/Teton County Housing Department. Acceptable deed restrictions would likely include standard restrictions from the Jackson/Teton County Housing Authority, Jackson Hole Community Housing Trust, or Habitat for Humanity of the Greater Teton Area. In addition, combining a qualifying deed restriction with a Ground Lease where ownership of the underlying land and dwelling units is legally separated may also be used to restrict a property consistent with this amendment.

The applicant explains that the PUD tool that existed from 1994 up until 2018 was a beneficial tool in creating deed restricted ownership units and that the proposed text amendment will reinstate a use (i.e., condominiums/townhomes) that is consistent with the desired character of the NL-5 zone. The proposed text amendment will not change or affect any applicable development standards (i.e., FAR, setbacks, density, height, parking, etc.) and all development will be required to fully comply to the LDRs. The one exception is the provision to allow an additional 200 sf of floor area per unit when all three units are deed restricted. The following sections in the LDRs would need to be amended: Section 2.2.6.C.1 - Allowed Uses and Use Standard; Section 2.2.6.D.1 - Allowed Subdivision and Development Options; Section 2.2.6.E - Additional Zone-specific Standards; & Section 6.1.1.F - Use Table.

- Section 2.2.6.C - Allowed Uses and Use Standards**

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
Detached Single-Family Unit (6.1.4.B.) (E.1.)	Y	<u>E.1.</u>	8,000 sf habitable-excluding basement	2/DU	$0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176$
Apartment (6.1.4.D.) (E.2.)	B	<u>E.1.</u>		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Dormitory (6.1.4.F.)	C	n/a	n/a	1/bed	exempt
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt



Attached Single-Family (6.1.4.C)	B	E.1	8,000 sf Habitable- Excluding basement	1/DU if < 2 bedrooms and < 500sf; otherwise, 1.5/DU	$0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176$
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- Section 2.2.6.D.1 - Allowed Subdivision and Development Options**

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	7,500 sf	(Sec. 7.2.3.)

Condominium/Townhouse	n/a	(Sec. 7.2.4)
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- Section 2.2.6.E - Additional Zone-specific Standards**

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NL-5 zone.

1. Single-Family Detached, Apartment, or ARU. No more than 3 units of any combination are permitted on the lot.
2. Apartment and ARU Occupancy. Occupancy of an apartment or ARU shall be restricted to persons employed within Teton County, in accordance with the Jackson/Teton County Housing Rules and Regulations or the occupants shall be members of the same family occupying the principal dwelling unit, such as parents or adult children, or intermittent, nonpaying guests

3. Condominium or Townhouse. Condominium or Townhouse subdivision is only allowed if all units on the property are permanently deed restricted to the satisfaction of the Jackson/Teton County Housing Department. The Restriction must permanently restrict use and occupancy of each dwelling unit to those households who work locally and occupy the unit as their primary residence.

- Section 6.1.1.F - Use Table**

Use Schedule: Town Character Zones															
USE CATEGORY	Complete Neighborhood Zones													Rural Area Zones	Def/ Stds
Specific Use	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR	n/a	
Open Space															6.1.3.
Agriculture	B	B	B	B	B	B	--		--	--	--	--	--	--	6.1.3.B.
Outdoor Recreation	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.3.C.
Residential															6.1.4.
Detached Single-Family Unit	Y	Y	Y	Y	Y ^Z	Y	Y	Y	--	--	--	--	--	--	6.1.4.B.
Attached Single-Family Unit	--	--	--	--	B ^Z	B	B ^Z	B	B	B	B	B	B	B	6.1.4.C.
Apartment	--	--	--	--	B ^Z	B	B ^Z	B	B	B	B	B	B	B	6.1.4.D.
Mobile Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.4.E.
Dormitory	--	--	--	--	C	C	B	C	C	C	C	B	C	--	6.1.4.F.
Group Home	C ^Z	C ^Z	--	--	C	C	B	C	C	C	C	C	C	--	6.1.4.G.

Analysis.

Staff is supportive of the proposed LDR text amendment as presented and is able to make all 6 findings as required by the LDRs. Staff agrees that the AR-PUD tool historically allowed for a variety of housing types, including condominiums and townhomes, and was a well-used tool in developing affordable and workforce housing. Reintroducing condominiums and townhomes into the NL-5 zone, provided they are deed restricted, is consistent with how the zone has historically operated in the case of PUDs. In addition, the proposed text amendment will further help preserve affordable housing stock by placing an ownership deed restriction that will ensure units remain in the local workforce in perpetuity. This text amendment will require that all existing and new units on a lot be deed restricted if subdivided into condominiums or townhomes. In addition to preserving workforce housing, staff finds that the proposed text amendment will provide a variety of housing options, including more affordable ownership opportunities, and reduce barriers to providing workforce housing which are both policy goals in the Comprehensive Plan that help achieve the overall goal of housing 65% of our workforce locally.

As proposed, each of the three affordable housing organizations would be able to use their deed restriction even though they are slightly different. For example, the Jackson/Teton County Housing Department will accept either a workforce or affordable deed restriction. Allowing all three affordable housing organizations to take advantage of this amendment change will provide flexibility and fairness, especially considering each housing organization serves a different income group. Additionally, this amendment will allow any affordable housing organization or private landowner to record a ground lease against the property and allow the ownership of the homes only. This approach is currently used by the Housing Trust and Jackson/Teton County Housing Department for some of their affordable projects.

From a neighborhood compatibility standpoint, the majority of zoning that surrounds NL-5 is multi-family and mixed-use (i.e., NM-1, NM-2, NH-1, Snow King Resort Master Plan, OR, and CR-3), all of which already allow condominiums and townhomes. Thus, the proposed text amendment would allow similar uses to what currently surrounds NL-5. In other cases, some areas of NL-5 zoning abut zones that do not allow condominium and

townhomes, such as the NL-2, NL-3, and NL-4. Even so, staff finds that allowing deed restricted ownership units in the NL-5 zone is still in line with the desired future character because these units will be owned and occupied year-round by the local workforce as opposed to market units which can often result in second home ownership or costly rentals. Staff anticipates that the proposed text amendment will most likely be utilized in a public/private partnership scenario involving an affordable housing provider or similarly committed individual. For example, this text amendment would pave the way to potentially allow a new affordable ownership development on the Brown properties (now owned by Teton County) located along East Kelly Avenue just west of Mike Yokel Park. In the near future, Habitat for Humanity plans to propose a 100% deed restricted ownership development to the Town assuming this text amendment is approved.

As with many LDR text amendments, there are usually some nuances in the application of a new rule or standard. This amendment is no different and has some nuances at it relates to sites with existing development. Staff see no significant concerns with the proposed text amendments when applied to the development of a vacant or fully redeveloped land, because development is starting with a clean slate. However, when developing lots with existing development it could present some limitations. Below are a few scenarios relating to this topic:

- Scenario #1 - On a lot with existing dwelling units, an owner can subdivide the existing units into condominiums or townhomes provided that all units conform to all physical development standards such setbacks, height, FAR etc. However, if one or more of the existing units is nonconforming to any physical development standard, the unit cannot be subdivided according to LDR Section 1.9.2.C.2 unless the unit is brought into compliance.
- Scenario #2 – On a lot with a conforming detached single-family home, if an owner develops a new attached or detached condominium or townhome, the owner will be required to deed restrict the existing single-family home because the amendment requires that all units (existing and new) be deed restricted once the option is used.
- Scenario #3 – On a lot with a conforming detached single-family home that has nonconforming site conditions (i.e., driveway that doesn't meet setbacks, driveway that is too wide, not enough LSR, fencing too tall, etc.), an owner can develop a detached condominium or townhome but will be required to fix the nonconforming site conditions according to LDR Section 1.9.2.C.4.

Planning Commission.

This item went before the Planning Commission on 6/2/21 and received unanimous support. The Commissioners found that the amendment could be a useful tool in building workforce housing and in helping public/private partnerships like the Brown Development on East Kelly. The Planning Commission went a step further and added a condition of approval directing staff to explore other incentives that could be beneficial to the implementation of this text amendment. Specifically, the Commission expressed interest in increasing the maximum allowed floor area by 200 sf for each of the three deed restricted units (the increase would not apply if only one of two units are built). This would increase the total floor area on a typical 7,5000 sf lot from 3,000 sf to 3,600 square feet. This would serve as an incentive not only to build all three units but to provide slightly larger living spaces for workforce families who often have children. In simple terms, this would allow three 1,200 sf units instead of three 1,000 sf units on one lot. However, no dimensional standards, such as setbacks, height, LSR, would be changed to accommodate the slightly larger units.

Staff is comfortable with the idea presented by the Commission provided that the increase in floor area is only allowed when 3 units are built. This is because on a typical lot, 1 unit allows 2,250 sf of floor area which is adequate for workforce unit. Also, 2 units allows a total floor area of 2,625 sf allowing two, 1,300 sf units, which according to the Planning Commission is considered adequate in size. It is only when 3 units are built that the floor area, if shared equally, that the unit sizes shrink to 1,000 sf each unit (excluding basements). Staff finds that a slight increase in floor area will not change the neighborhood character, especially since development will still need to meet all other development standards such as parking, setbacks, height, etc. The Planning Commission also recommended reducing the LSR even further to accommodate the additional floor area. However, staff does not recommend modifying the LSR because the additional floor area added can be achieved without an LSR reduction. Staff has prepared a draft of the text changes below which reflect the floor area bonus not in terms ratios, but rather staff included a 200 sf bonus in Section E.

- **Section 2.2.6.B.3 – Scale of Development**

Scale of Development	(Sec. 9.4.13.)
Floor area ratio (FAR max)	
1 unit	.30
2 units	.35
3 units	.40 E.3
All other allowed uses	.40
Individual Building (max gross floor area)	10,000 sf

- **Section 2.2.6.E - Additional Zone-specific Standards**

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NL-5 zone.

1. Single-Family Detached, Apartment, or ARU. No more than 3 units of any combination are permitted on the lot.
2. Apartment and ARU Occupancy. Occupancy of an apartment or ARU shall be restricted to persons employed within Teton County, in accordance with the Jackson/Teton County Housing Rules and Regulations or the occupants shall be members of the same family occupying the principal dwelling unit, such as parents or adult children, or intermittent, nonpaying guests

3. **Condominium or Townhouse.** Condominium or Townhouse subdivision is only allowed if all units on the property are permanently deed restricted to the satisfaction of the Jackson/Teton County Housing Department. The Restriction must permanently restrict use and occupancy of each dwelling unit to households that work locally and occupy the unit as their primary residence. If three units are built on a site or lot, each deed restricted unit shall receive an additional 200 sf of above-ground floor area.

Comprehensive Plan & Priority Alignment.

Pursuant to Section 8.7.1.C of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not

controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. *Is consistent with the purposes and organization of the LDRs;*

Complies. The proposed amendment expands the options available for workforce ownership units in the NL-5 District. It does so by making changes that work well within the existing LDR format and without negatively affecting existing NL-5 properties.

2. *Improves the consistency of the LDRs with other provisions of the LDRs;*

Complies. The NL-5 zone was created as a replacement for the AR zone. Historically the AR zone included a PUD option that was the most frequently used tool for affordable and workforce housing development. Staff finds that the proposed text amendment reinstates a version of that tool, allowing for affordable and workforce housing ownership units which is historically consistent with the zoning district.

3. *Provides flexibility for landowners within standards that clearly define desired character;*

Complies. Staff finds that the proposed text amendment provides flexibility for owners to develop permanently deed restricted ownership units. This amendment does not exempt the development from compliance with all other applicable LDRs.

4. *Is necessary to address changing conditions, public necessity, and/or state or federal legislation;*

Complies. Staff finds that there is an increasing need for workforce ownership opportunities for families and others that provides greater stability and security than rental housing. This is especially true in neighborhoods currently undergoing significant change with the development of large single-family homes that are not providing local workforce housing. The proposed amendment will help meet the public need for options in providing safe, affordable ownership housing.

5. *Improves implementation of the Comprehensive Plan; and*

This finding is not applicable according to the Wyoming Supreme Court.

6. *Is consistent with other adopted Town Ordinances.*

Complies. The proposed amendment does not conflict with any other Town Ordinances.

Fiscal Impact.

None.

Staff Impact.

Staff impact was typical of a project this size which included review of the proposal and writing this report. The total estimated time was 8-9 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

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

Based upon the findings as presented in the staff report and made by the applicant for an amendment to the text of the Land Development Regulations (Item P21-093), I move to make findings 1-6 in Section 8.7.1.C of the Land Development Regulations related to 1) Is consistent with the purposes and organization of the LDRs; 2) Improves the consistency of the LDRs with other provisions of the LDRs; 3) Provides flexibility for landowners within standards that clearly define desired character; 4) Is necessary to address changing conditions, public necessity, and/or state or federal legislation; 5) Improves implementation of the Comprehensive Plan; and 6) Is consistent with other adopted Town Ordinances, and to **approve** the requested text amendments subject to this staff report, the departmental reviews attached hereto and the following condition of approval:

1. If three deed restricted units are developed on a lot or site, each unit shall get a 200 sf increase in floor area provided all other LDR standards are met.



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

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

PROJECT.

Name/Description: LDR Text Amendment - Section 2.2.6.D & 2.2.6.E.
Physical Address: _____
Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____
Mailing Address: _____ ZIP: _____
E-mail: _____

APPLICANT/AGENT.

Name: April Norton Phone: 3077320867
Mailing Address: po box 714 ZIP: 83001
E-mail: aprilnorton@jacksonwy.gov

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ X _____ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit	Physical Development	Interpretations
_____ Basic Use	_____ Sketch Plan	_____ Formal Interpretation
_____ Conditional Use	_____ Development Plan	_____ Zoning Compliance Verification
_____ Special Use	_____ Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	☒ _____ LDR Text Amendment
_____ Administrative Adjustment	_____ Subdivision Plat	_____ Map Amendment
_____ Variance	_____ Boundary Adjustment (replat)	Miscellaneous
_____ Beneficial Use Determination	_____ Boundary Adjustment (no plat)	☒ Other: Fee Waiver
_____ Appeal of an Admin. Decision	_____ Development Option Plan	_____ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

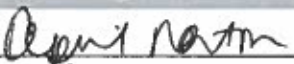
_____ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

n/a **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.

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

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

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



Signature of Property Owner or Authorized Applicant/Agent
April Norton

Name Printed

4-15-2021

Date
Housing Director

Title

Proposed Text Amendment

Allowance for condominium or townhouse subdivision of a lot in the Neighborhood Low Density-5 (NL-5) zone when all proposed units are permanently deed restricted with a Jackson/Teton County Housing Department, Jackson/Teton County Housing Authority, Jackson Hole Community Housing Trust, or Habitat for Humanity of the Greater Teton Area Special Restriction, Deed Restriction, and/or Ground Lease.

Narrative Description

The purpose of this text amendment is to reduce barriers for permanently deed restricted housing development. These permanently deed restricted units will provide stability to neighborhoods and work to achieve the community's stated goal of housing 65% of its workforce locally.

In 2018 NL-5 was created as a replacement for the AR zone. Historically, the AR zoning district allowed for a main house and two accessory residential units (ARUs), with the two ARUs serving as rental product. Since 1994, however, the AR zone included a Planned Unit Development (PUD) option, which was the most frequently used tool for Affordable and Workforce housing development. The amendment proposed today simply reinstates a version of that option for Affordable and Workforce housing development through an Affordable and Workforce housing condominium/townhouse allowance. This is consistent with the way the district has operated since 1994.

While this allowance will not be a solution for every landowner, it will provide an option for those owners who desire to build housing for the local workforce, but who do not want to manage or own a rental property. This amendment will remove a barrier to the development of permanently deed restricted housing without changing the FAR, bulk, or scale of development allowed per lot. It will also strengthen neighborhoods by building housing that by its nature is required to house members of the local workforce year-round, ensuring homes are occupied, lights are on, and community character is maintained and likely even enhanced.

Existing Text to be Amended

LDR Section 2.2.6.D. Development Options and Subdivisions, amend to the following:

1. Allowed Subdivision and Development Options		
Option Lot Size (min) Standards		
Allowed Subdivision Options		
Land Division	7,500 sf	(Sec. 7.2.3.)
Condominium/Townhouse	n/a	(Sec. 7.2.4.) (E.3.)

LDR Section 2.2.6.E. Additional Zone-specific Standards, add an additional standard:

- 3. Condominium or Townhouse.** Condominium or Townhouse subdivision is only allowed if all units on the property will be permanently deed restricted with a Jackson/Teton County Housing Department, Jackson/Teton County Housing Authority, Jackson Hole Community Housing Trust,

or Habitat for Humanity of the Greater Teton Area Special Restriction, Deed Restriction, and/or Ground Lease (collectively “Restriction”). The Restriction must permanently restrict use and occupancy of the dwelling units to those households who work locally and occupy the unit as their primary residence.

Findings

Pursuant to Section 8.7.1, LDR Text Amendment of the LDRs, the purpose of an LDR text amendment is to publicly review a change to the LDRs to ensure that the change improves implementation of the Comprehensive Plan. The Town Council has legislative discretion when amending the LDRs and shall consider factors including, but not limited to, the extent to which the proposed amendment:

Is consistent with the purposes and organization of the LDRs.

Complies. This amendment is consistent with the LDRs stated purpose to implement the Jackson/Teton County Comprehensive Plan. This amendment is for the Neighborhood Low Density 5 Zone and addresses how the land may be developed or subdivided.

Improves the consistency of the LDRs with other provisions of the LDRs.

Complies. This NL-5 was created as replacement for the AR zone. Historically the AR zone included a PUD option that was the most frequently used tool for Affordable and Workforce housing development. This amendment reinstates a version of that tool, allowing for Affordable and Workforce housing development in a way that is historically consistent with the zoning district.

Provides flexibility for landowners within standards that clearly define desired character.

Complies. This amendment provides flexibility for owners to develop permanently deed restricted ownership housing. This amendment does not exempt the development from compliance with all other applicable LDRs.

Is necessary to address changing conditions, public necessity, and/or state or federal legislation.

Complies. This amendment is proposed to encourage the development of permanently deed restricted ownership housing in neighborhoods that are currently undergoing significant change with the development of large single-family homes that are not providing local workforce housing.

Further, with the escalation of the local housing market, the need for safe, affordable housing for the local workforce continues to grow. Providing an option to develop homes with permanent deed restrictions helps meet this public need.

Improves implementation of the Comprehensive Plan.

Complies. The Comprehensive Plan sets a goal of housing 65% of the workforce locally (Policy 5.1.a.). By providing flexibility to build permanently deed restricted units, this amendment improves the implementation of the Comprehensive Plan through a reduction in barriers for Affordable or Workforce housing development (Policy 5.4.b.).

Is consistent with other adopted Town Ordinances.

Complies. This amendment is consistent with other Town Ordinances including the Workforce Housing Action Plan Initiative 5A: Allow for supply of workforce housing by removing barriers.

PLANNING

Project Number	P21-093	Applied	4/16/2021	AL
Project Name	LDR Text Amend -2.2.6.D & 2.2.6.E	Approved		
Type	LAND DEV REGS	Closed		
Subtype	TEXT AMENDMENT	Expired		
Status	STAFF REVIEW	Status		

Applicant April Norton**Owner****Site Address****City****State****Zip****Subdivision****Parcel No****General Plan**

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Legal Lea Colasuonno	NO COMMENT	4/20/2021	5/26/2021	5/6/2021	

Planning Tyler Valentine	APPROVED	4/20/2021	5/4/2021	5/28/2021	
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STAFF REPORT



Meeting Date:	Monday, July 19, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	Item P21-118 - Request for Final Plat at the property addressed 645 S. Cache Street	Public Comment:	Yes

Purpose & Policy Considerations.

This is the Council's opportunity to review the Subdivision Plat for a condominium subdivision at 645 S. CACHE STREET. Condominium subdivisions do not require a Development Plan thus the applicant is not required to submit a Development Plan for Town Council review.

Requested Action.

The applicant, Sue Karichner of Nelson Engineering, is representing NewJack LLC, and requesting approval of a Subdivision Plat called **645 South Cache Condominiums Addition** to subdivide 1 building into 3 units in the Commercial Residential – 1 (CR-1) zoning district.

Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for a 3-unit condominium subdivision for the property addressed at 645 S. Cache Street, subject to the departmental reviews attached hereto and following 4 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 in the 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. The Special Restrictions for Workforce Ownership Housing shall be recorded immediately following the recordation of Final Plat.
3. The required easement legally connecting access from 645 South Cache to the required parking on 655 S. Cache shall be recorded at the time of recordation of Final Plat.
4. Park and School Exactions shall be paid at the time of plat recording.

Project Location

The property is located 645 S. Cache Street and legally known as Lot 11 of Block 4 of the 2nd Karns Addition. The parcel identification number is 22-41-16-33-1-38-007. An aerial photo and zoning map are shown on the following page:



Background / Project Description

The 18,344 SF building consists of a basement and three stories. The basement contains exercise, storage, mechanical, circulation, terrace, and office space. The first floor contains garage, circulation, and office space. The second floor contains storage, mechanical, circulation, terrace, and office space. The third floor contains residential, terrace, and circulation space.

The applicant is proposing to subdivide the subject property into one (1) 10,903 SF commercial unit and two (2) residential units – one 2,566 SF market rate residential unit and one 1,243 SF deed-restricted residential ownership unit which was provided through the Workforce Housing Floor Area Bonus (LDR Section 7.8.4). The result will be a 3-unit mixed-use condominium with remaining square footage devoted to common area access, mechanical, storage, and circulation. Vehicular access for the two residential units will be taken directly from the alley on the western portion of the lot. Vehicular access for the commercial unit will be taken from S. Cache Street on the eastern portion of the lot and from the adjacent lot directly south at 655 S. Cache Street.

In 2018, Staff conducted an optional Pre-Application Conference for the project (P18-256) and the project went before DRC in 2019 (P19-213). An administrative adjustment was approved to allow a 1' side yard setback on the property (P19-282) and a Basic Use Permit was approved in 2019 (P19-283) to add office and residential uses to the property.

Two encroachments have been approved by the Town of Jackson for the property - one in 2019 for the building canopy to encroach 3-feet 1-inch into the Town right of way on the west side of S. Cache St. (P19-287) and one in 2020 for a shoring wall along S. Cache St. (P20-003).

No development plan was required for this building so the project went straight to building permit. The approved building permit (B19-0854) shows 10 spaces of the required parking for 645 S. Cache Street to be located on the adjacent lot 655 S. Cache Street, also owned by NewJack, LLC. Because of this, an easement is required to provide access to the required parking which is supplied on 655 S. Cache Street rather than 645 S. Cache Street.

Analysis.

Staff finds that the proposed subdivision meets the requirements of the Land Development Regulations (LDRs) for Sec. 8.5.3 Subdivision Plat and Div. 7.2 Subdivision Standards.

The applicant has provided a Declaration of Condominiums to be recorded alongside the plat.

The applicant has provided the required deed restriction for the workforce housing unit to be recorded immediately following the recordation of the plat. The applicant has also provided language addressing the required easement legally connecting access from 645 South Cache Street to the required parking on 655 S. Cache Street. Conditions of approval address the recordation of the deed restriction and parking easement.

According to Division 7.5, all residential subdivisions, including affordable units, are required to dedicate lands for school and park development. The proposed subdivision will result in 2 residential units, thus the applicant/owner is subject to a Park Exaction fee of \$4,725 and School Exaction fee of \$4,000.

Condominium and townhouse subdivisions are permitted subject to the following standards found in Section 7.2.4 Condominium and Townhouse Subdivisions:

- A. ***Final plat required.*** *Condominium and townhouse subdivisions shall require approval of a Subdivision Plat pursuant to Sec. 8.5.3.*

Complies. Staff finds that the proposed Final Plat satisfies this standard.

- B. ***Building and fire code applicability.*** *Condominium and townhouse subdivisions constitute a change of use under the currently adopted building and fire codes as well as these LDR. The conversion of dwelling units to condominiums or townhomes shall comply with the currently adopted building and fire codes.*

Complies. The building has been reviewed and approved consistent with the 2018 International Building Code.

1. ***Report on building required.*** *To ensure compliance with the currently adopted building and fire codes, a written and graphic report shall be professionally prepared by an individual qualified by the Town Building Official and submitted to the Building Official for review. The report shall identify any conditions of the existing structure(s) that do not conform to the currently adopted building and fire codes and the alterations to the structure(s) required to bring the structure(s) into compliance with the codes. A structural analysis of the existing building(s) shall not be required unless the Building Official determines the structural integrity of the building(s) is questionable under the authority granted to the Building Official by the currently adopted building and fire codes.*

Complies. The building has been reviewed and approved consistent with the 2018 International Building Code.

2. ***Necessary building upgrades.*** *The Town Building Official shall review the report, and structural analysis when required, and inspect the building(s) to determine any alterations to the building(s) necessary to comply with the currently adopted building and fire codes.*

- a. ***Fire sprinkler system.*** *Condominium and townhouse subdivisions shall not require installation of a fire sprinkler system in the building(s) unless the subdivision includes significant alteration to the existing building(s) that require a fire sprinkler system pursuant to the currently adopted building and fire codes.*

Not applicable. The buildings have been reviewed and approved consistent with the 2018 International Building Code.

- b. ***Construction plans.*** *Construction plans to complete any required alterations shall be submitted to the Town Building Official for review and approval, approval with conditions or denial.*

Not applicable. The building has been reviewed and approved consistent with the 2018 International Building Code.

C. **Tenant notification.** *The owner proposing a condominium or townhouse subdivision shall, in writing, notify the current tenants of the dwelling units, provide the tenants the opportunity to purchase their unit, and provide a grace period to relocate.*

1. **Notice to tenants.** *The owner of a proposed condominium or townhouse subdivision shall notify the current tenants, in writing, via certified and U.S. mail, of the plans to convert the development to condominiums or townhouses and provide the tenants the opportunity to purchase the unit they occupy. The tenants shall be given a minimum of thirty (30) days to decide if they wish to purchase the unit they occupy. This written notice and thirty (30) day decision period may run concurrently with the Final Development Plan and Final Plat applications.*

Not applicable.

2. **Grace period to relocate.** *If any tenant decides to not purchase the unit they occupy or does not respond, in writing, within thirty (30) days to the offer to purchase their unit, the owner of the development shall provide a written notice to the tenant, via certified and U.S. Mail, to vacate the unit and provide a minimum of sixty (60) days from receipt of said written notice to relocate.*

Not applicable.

D. **Site Compliance.** *Conformity of the physical development and use of a lot of record to be subdivided into townhouse or condominium lots will continue to be determined based on the boundary of the site to be subdivided, not the boundaries of the resultant townhouse lots or condominium units.*

Complies.

E. **Townhouse Subdivision.** *Townhouse subdivision is the subdivision of land around the base of a unit that is intended to separate ownership of the units in a development while still retaining the character of a single, integrated development. A Townhouse subdivision shall be exempt from the minimum lot size requirement if the following standards are met*

Not applicable.

1. **Common Element Interest Required.** *A lot of record may be subdivided into lots of less than the minimum lot size for the zone if each resultant lot retains an undivided interest in common elements of the lot of record.*

Not applicable.

2. **Maximum Lot Size.** *A townhouse lot shall not exceed 125% of the area of footprint of the approved unit.*

Not applicable.

3. **Building Official Review.** *The building official shall review and approve the proposed location of the townhouse lots.*

Not applicable.

Findings.

Pursuant to Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

1. *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

Complies. As conditioned, Staff finds the proposed filing of the Final Plat to be in substantial conformance with the previously approved and permitted building plans. No development plan was required for this project.

2. *The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

Complies. Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – Subdivision Plat regarding the purpose, applicability, required documentation information and review process.

3. *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

Complies. The proposed subdivision plat meets the standards laid out in Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve newly subdivided property and minimize impacts on existing community services and infrastructure.

4. *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

Complies. Staff finds that the proposed subdivision complies with the provisions of the LDRs. In addition, the subdivision complies with all other Town Ordinances.

Comprehensive Plan & Priority Alignment

Review and approval of this subdivision plat is consistent with the future vision for this area and with the Land Development Regulations.

Fiscal Impact.

Park Exactions - \$4,725.00

School Exactions - \$4,000.00

Staff Impact.

The amount of staff time to review, research and write this report including future work to send final letters and obtain signatures for the plat is typical of that of a subdivision plat of this size and is 8 hours.

Attachments or Links.

Department Reviews

Applicant Submittal
Park and School Exactions

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

Based upon the findings as presented in the staff report and as made by the applicant for Item P21-118, 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 645 South Cache Condominiums Addition to the Town of Jackson for the property addressed at 645 S. Cache Street 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. The Special Restrictions for Workforce Ownership Housing shall be recorded immediately following the recordation of Final Plat.
3. The required easement legally connecting access from 645 South Cache to the required parking on 655 S. Cache shall be recorded at the time of recordation of Final Plat.
4. Park and School Exactions shall be paid prior to plat recording.

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)ss

I, Lucas D. Rudolph, hereby certify, to the best of my knowledge and belief:

that by authority of the owners I have subdivided the lands shown on this plat to be known as **645 SOUTH CACHE STREET CONDOMINIUM ADDITION TO THE TOWN OF JACKSON.**

That the lands of this subdivision are identical with and described as:

Lot 11, Block 4 of Plat of 2nd Karns Addition, Plat no. 128, a subdivision of record in the Office of the Teton County Clerk and located in the SE1/4 NE1/4, Section 33, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming;

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

that all dimensions were measured and Surveyor 15442

that all corners will be monumented as shown hereon.

The foregoing instrument was acknowledged before me by Lucas D. Rudolph this _____ day of _____, 2021.
Witness my hand and official seal.

Notary Public My commission expires:_____

CERTIFICATE OF MORTGAGEE

Bank of Jackson Hole

Certificate of Mortgagee by separate affidavit

CERTIFICATE OF APPROVAL

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

The foregoing Subdivision, **645 South Cache Street Condominium Addition to the Town of Jackson**, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2021 in accordance with Section 15–1–415 Wyoming Statutes.

Attest: Town of Jackson

Sandra P. Birdyshaw, Clerk Hailey Morton Levinson, Mayor

Brian T. Lenz, Town Engineer Tyler Sinclair, Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this _____ day of _____, 2021.

Witness my hand and official seal.

Notary Public My commission expires:_____

The foregoing instrument was acknowledged before me by Sandra P. Birdyshaw, Clerk, this _____ day of _____, 2021.

Witness my hand and official seal.

Notary Public My commission expires:_____

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this _____ day of _____, 2021.

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 _____, 2021.

Witness my hand and official seal.

Notary Public My commission expires:_____

CERTIFICATE OF OWNERS

State of Wyoming)
County of Teton)ss

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

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

That the name of the subdivision shall be **645 SOUTH CACHE STREET CONDOMINIUM ADDITION TO THE TOWN OF JACKSON;**

That access to the subdivision is from South Cache Street.

that this subdivision is subject to that Declaration of Condominium for **645 SOUTH CACHE STREET CONDOMINIUM ADDITION TO THE TOWN OF JACKSON** to be recorded concurrently with this plat;

that ownership of a condominium unit of this subdivision shall consist of a fee simple estate in an individual air space unit of this subdivision together with an undivided fee simple interest in the common elements and areas of this subdivision. The percentage of undivided interest in said common elements shall be that computed for each unit and listed in Said Declaration of Condominium and may be amended from time to time. Ownership of a condominium unit of this subdivision shall also include an appurtenant membership in the 645 Cache Condominium Association;

that the common area, being that portion of this subdivision lying outside of the building footprint as shown hereon and being a portion of the general common elements of this subdivision, is hereby dedicated to the use and enjoyment of the owners of all units within this subdivision;

that the limited common elements of this subdivision, portions of the general common elements of this subdivision, are hereby dedicated to the use and enjoyment of the owners of the associated unit(s) and reserved for those uses and persons as specified in the Declaration of Condominium and subject to the definitions included therein, and subject to the easements granted herein and subject to the right of the 645 Cache Condominium Association and its authorized representatives to enter upon said limited common elements for the purpose of installing, maintaining, inspecting, or repairing, utility features, structures, and common elements of this Subdivision;

that an easement across the Common Area(s) of this subdivision is hereby granted to those utility companies, their successors and assigns, serving this subdivision for the construction, maintenance and repair of utility services for this subdivision, and that the right to grant further easements across said Common Area(s) is hereby reserved to the undersigned owner, its successors and assigns, for the purpose of providing access and utility services to this subdivision;

That access is from South Cache Street;

That this subdivision is subject to all matters delineated on 2nd Karns Addition, Plat no. 128, records of the Office of the Clerk of Teton County;

That this subdivision is subject to the terms, conditions and provisions as contained in the Agreement entitled "Town of Jackson Encroachment Agreement", as recorded in instrument no. 987801 and in Instrument no. 987802, records of Said Office;

That this subdivision is subject to that electrical easement to Lower Valley Energy, as recorded in instrument no. 1002093, records of Said Office;

That Lot 11, Block 4 of 2nd Karns Addition, Plat no. 128, as recorded in the Office of the Teton County Clerk, is hereby vacated in accordance with the Town of Jackson Land Development Regulations, Article VII, Division 7.2 and Sections 34–12–106 through 110, Wyoming Statutes, 1977, as amended, and the Clerk is respectfully requested to write "vacated" across said lots, they being reconfigured as shown hereon;

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

that access across the roads and driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles;

that the right to ingress and egress across the Common Area(s) of this subdivision for construction and other purpose relating to this subdivision is hereby reserved to the undersigned owner and its heirs, successors, and assigns;

that the seller does not warrant to purchaser that he shall have any rights to the continued natural flow of any stream or river within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river to persons living on the bank of the stream or river;

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

that this subdivision is subject to rights–of–way, easements, restrictions, reservations, and conditions, of sight or of record, including but not limited to those shown hereon.

NEWJACK, LLC, a Wyoming limited liability company

BY: Alex Marshall, Member and Manager of NEWJACK LLC, a Wyoming limited liability company

State of Wyoming)
County of Teton)ss

The foregoing instrument was acknowledged before me by Alex Marshall, Member and Manager of NEWJACK LLC, a Wyoming Limited Liability Company, this _____ day of _____, 2021.

Witness my hand and official seal.

Notary Public

THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS. ONSITE WATER AND SEWER SYSTEMS SHALL BE PRIVATELY OWNED AND MAINTAINED.

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

NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

SELLER DOES NOT WARRANT TO PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION.

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

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

TOTAL ACREAGE: 0.161 ACRES (7003 SF)

AREA OUTSIDE BUILDING FOOTPRINT: 0.046 ACRES
AREA WITHIN BUILDING FOOTPRINT: 0.115 ACRES (5004 sf)

NUMBER OF COMMERCIAL UNITS: 1
NUMBER OF RESIDENTIAL UNITS: 2
TOTAL NUMBER OF CONDOMINIUM UNITS: 3

NUMBER OF UNITS PER ACRE: 0.05

SUBMITTAL DATE: 4/29/21

SQUARE FOOTAGE OF CONDOMINIUM UNITS

COMMERCIAL UNIT RESIDENTIAL UNITS
UNIT 100: 9,746 sq. ft. UNIT 301: 2,542 sq. ft.
UNIT 302: 1,229 sq. ft.

Owner and Subdivider:
NewJack LLC
Box 11803
Jackson, Wyoming 83002

Engineer and Surveyor:
Nelson Engineering
Box 1599
Jackson, Wyoming 83001
(307) 733–2087

645 SOUTH CACHE CONDOMINIUMS ADDITION
to the Town of Jackson

a condominium subdivision of
Lot 11, Block 4 of
Plat of 2nd Karns Addition
Plat No. 128

located within the
SE1/4 NE 1/4, Section 33,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING TITLE
CERTIFICATE SHEET

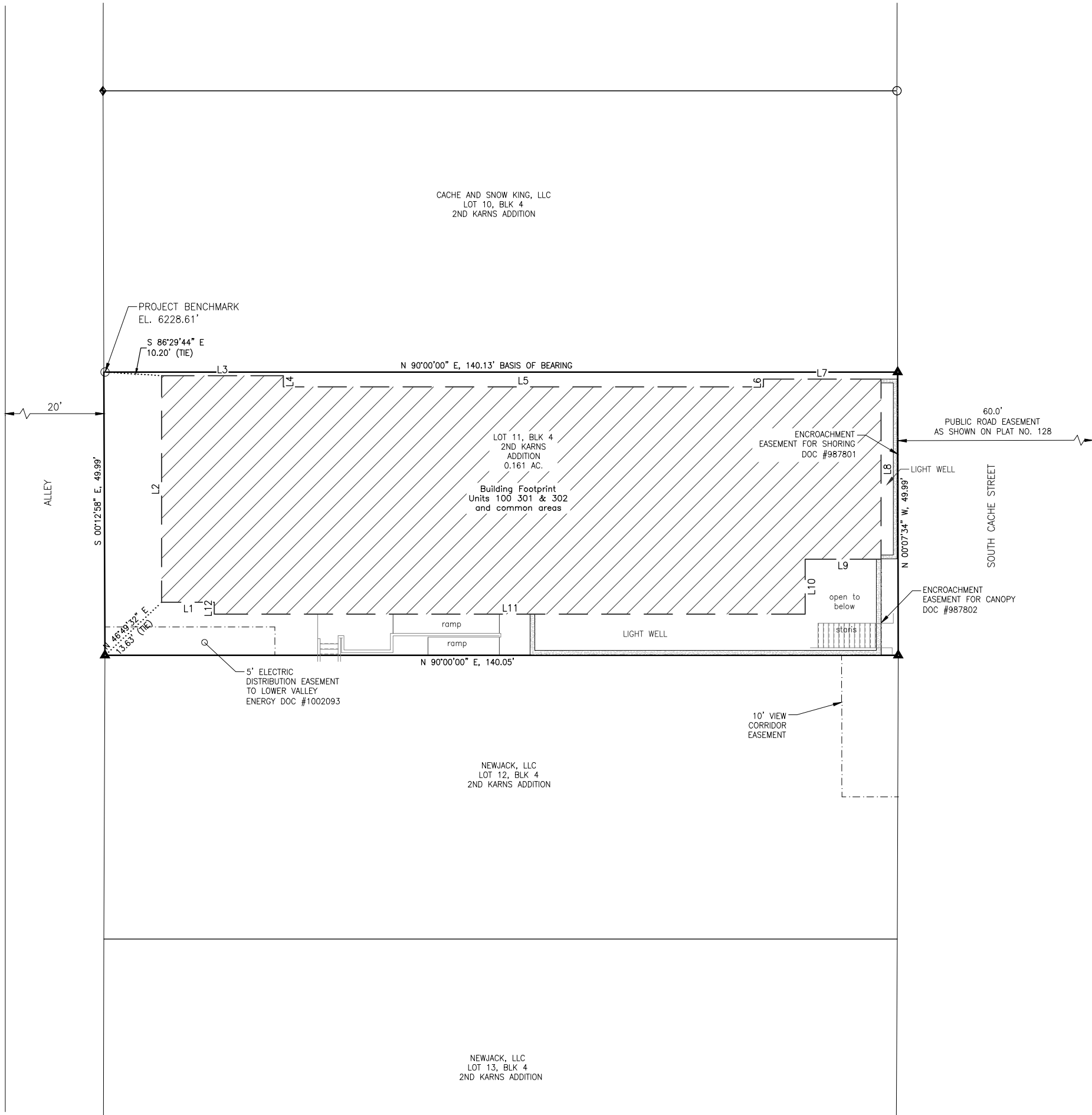
JOB TITLE
645 SOUTH CACHE CONDOMINIUMS
OF LOT 11, BLOCK 4
PLAT OF 2ND KARNs ADDITION

DRAWING NO
1 OF 7
JOB NO
20–457–01

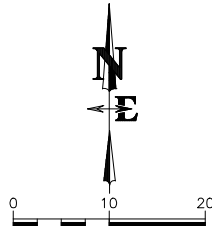
REV.
DATE
SURVEYED
ENGINEERED
DRAWN
CHECKED
APPROVED
NE
I
AG/SK
LR

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

S:\P\0\020-457-01_645 S. Cache St. - Condo Plat - Jackson Branderburg\314 Branderburg\20-457-01-21e Plat.dwg, C:\TID - May 07 2021 09:47:48 am PLOTTED 31e angle DWG (DWG) 233



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N90°00'00\"W	9.30
L2	N00°00'00\"E	40.00
L3	N90°00'00\"E	21.52
L4	S00°00'00\"E	1.96
L5	N90°00'00\"E	84.73
L6	N00°00'00\"E	1.37
L7	N90°00'00\"E	20.77
L8	S00°00'00\"E	31.81
L9	N90°00'00\"W	13.41
L10	S00°00'00\"E	9.69
L11	N90°00'00\"W	104.31
L12	N00°00'00\"E	2.10



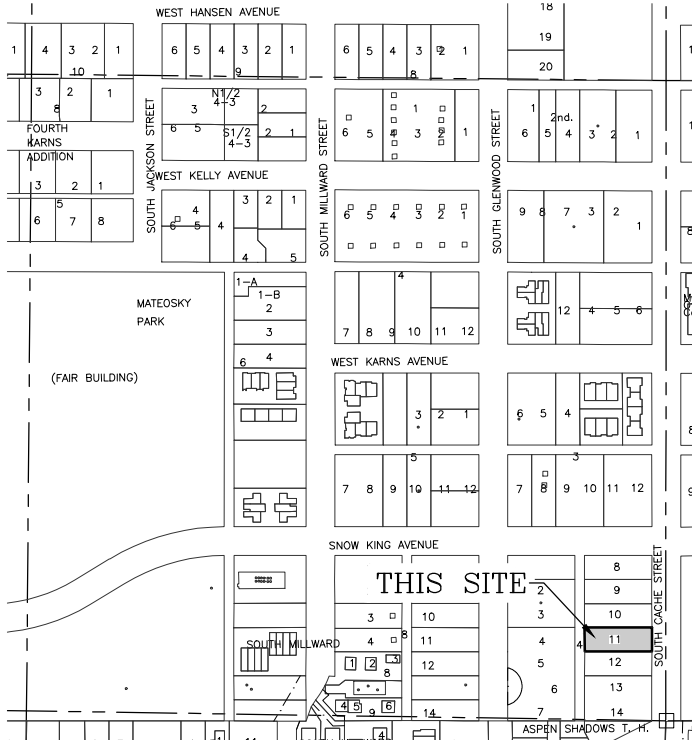
Vertical datum based on NAVD88 (geoid12b),
project benchmark NW lot corner =
6228.61' derived from network gps
observations.

- NOTES:
- The plan views and sections were prepared from architectural plans and from actual measurements.
 - Measurement tolerances are for the purpose of correlation and are not necessarily the building tolerances. In the event of discrepancies between measurements and the constructed building, the physical location of the walls, ceilings, and floors comprise the unit boundaries.
 - All areas not included within the delineated Air-space Unit boundaries are part of the shared components of this subdivision.

- LEGEND**
- = LOT LINE
 - - - - - = EASEMENT LINE
 - — — — — = ADJACENT PROPERTY LINE
 - — — — — = BUILDING FOUNDATION/FOOTPRINT LINE
 - = FOUND 5/8\" REBAR
 - ▲ = TO BE SET 3/8\" REBAR WITH ALUMINUM CAP INSCRIBED: "NELSON ENGR PLS 15442"

Owner and Subdivider:
NewJack LLC
Box 11803
Jackson, Wyoming 83002

Engineer and Surveyor:
Nelson Engineering
Box 1599
Jackson, Wyoming 83001
(307) 733-2087



VICINITY MAP
SE1/4 NE1/4, SECTION 33
T41N, R116W
TOWN OF JACKSON
TETON COUNTY, WY

TOTAL ACREAGE: 0.161 ACRES (7,003 sf)

AREA OUTSIDE BUILDING FOOTPRINT: 0.046 ACRES (1,984 sf)
AREA WITHIN BUILDING FOOTPRINT: 0.115 ACRES (5,019 sf)

NUMBER OF COMMERCIAL UNITS: 1
NUMBER OF RESIDENTIAL UNITS: 2
TOTAL NUMBER OF CONDOMINIUM UNITS: 3

NUMBER OF UNITS PER ACRE: 0.05

SUBMITTAL DATE: 4/29/21

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COMMERCIAL UNIT	RESIDENTIAL UNITS
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	UNIT 302: 1,229 sq. ft.

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a condominium subdivision of
Lot 11, Block 4 of
Plat of 2nd Karns Addition
Plat No. 128

located within the
SE1/4 NE 1/4, Section 33,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DATE	REV.			
	SURVEYED	NE	—	LR
	ENGINEERED	—	AG/SK	LR
	DRAWN	—	—	—
	CHECKED	—	—	—
	APPROVED	—	—	—

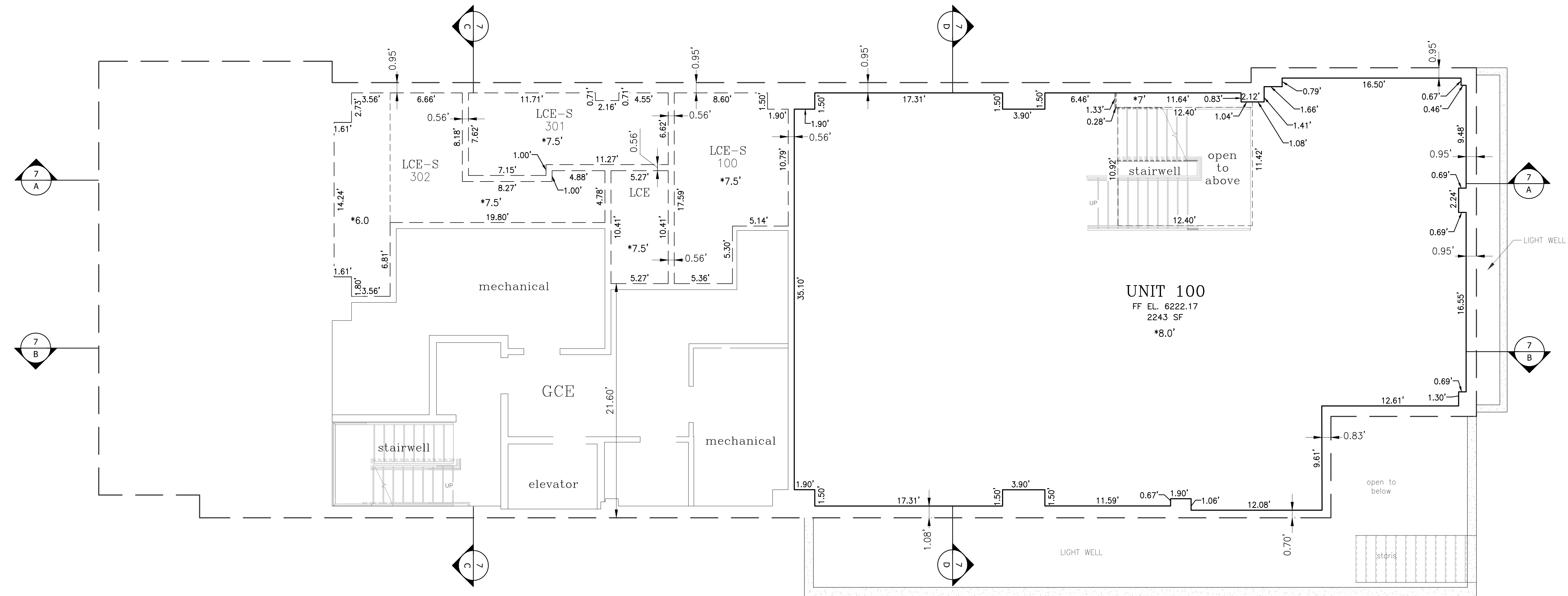
**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING TITLE
SITE PLAN

JOB TITLE
**645 SOUTH CACHE CONDOMINIUMS
OF LOT 11, BLOCK 4
PLAT OF 2ND KARNs ADDITION**

DRAWING NO	2 OF 7
JOB NO	20-457-01

S:\Proj\B201457-01_645 S. Cache St. - Condo Plat - Jackson Brandenburg\A Drawing\BASEMENT.dwg (BASEMENT) - Apr 29 2021 03:27:36 pm PLOTTED BY: karchner DWG TERNIT: 23.0



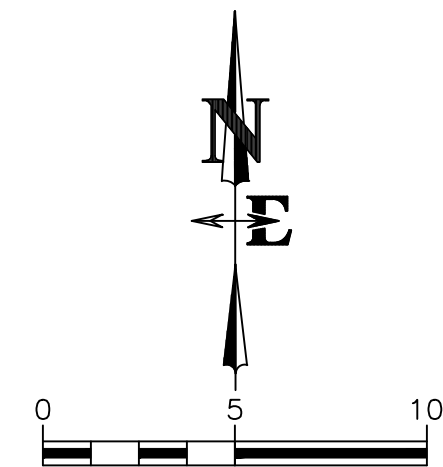
LEGEND

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NOTES:

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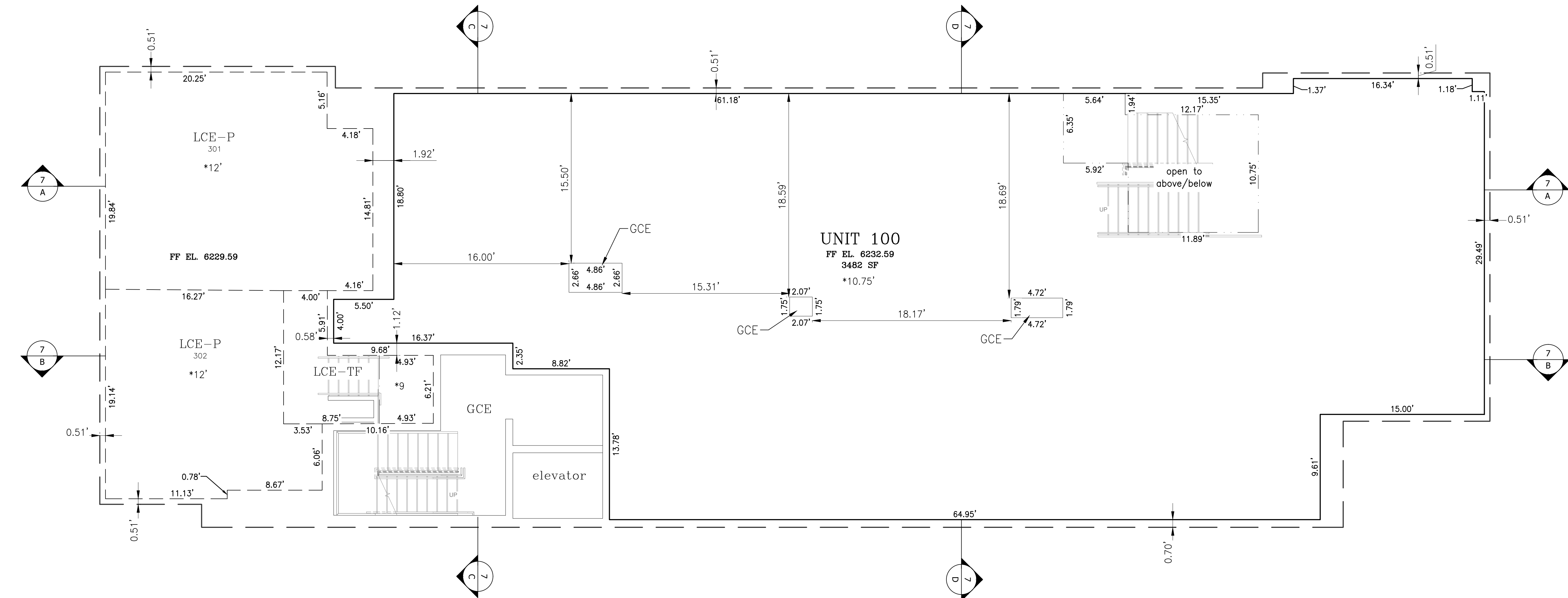
645 SOUTH CACHE CONDOMINIUMS ADDITION to the Town of Jackson

a condominium subdivision of
Lot 11, Block 4 of
Plat of 2nd Karns Addition
Plat No. 128

located within the
SE1/4 NE 1/4, Section 33,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO	JOB TITLE	DRAWING TITLE	REV.				
			DATE	SURVEYED	ENGINEERED	DRAWN	APPROVED
3 OF 7	CACHE CREEK CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON	BASEMENT FLOOR PLAN					
JOB NO	20-457-01						

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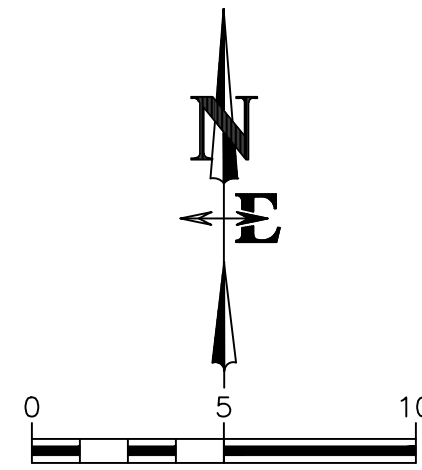


LEGEND

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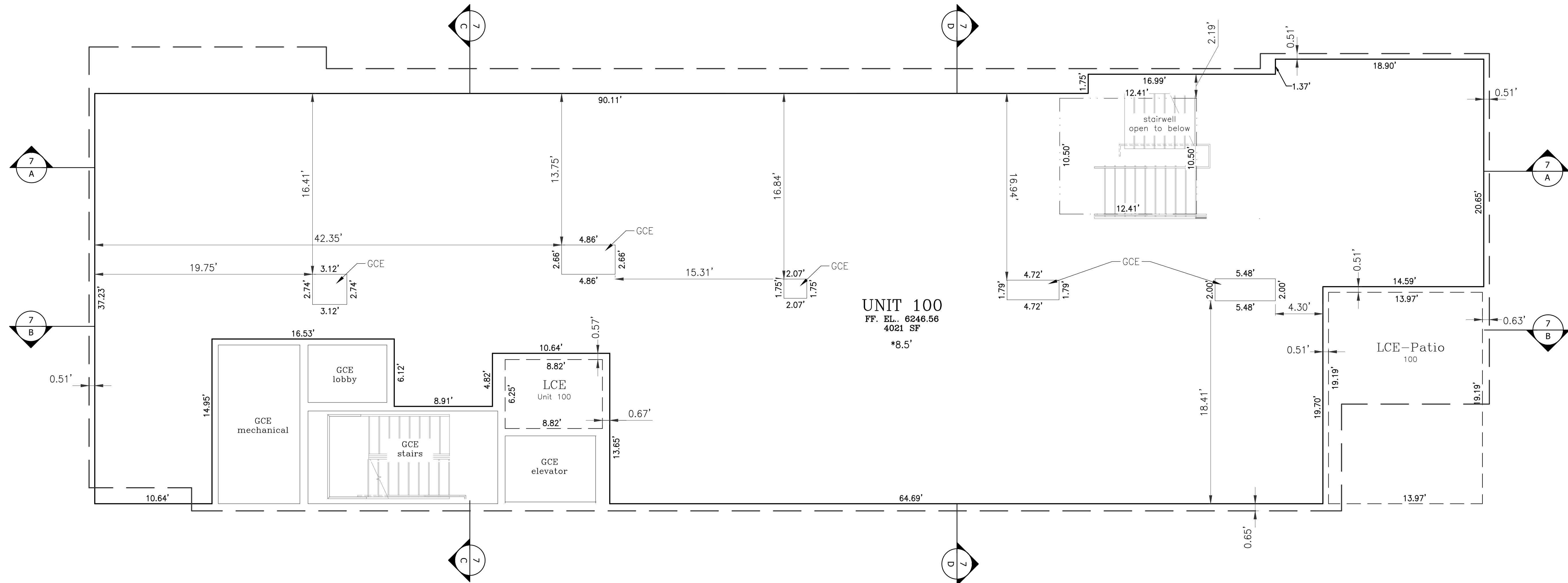
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Town of Jackson,
Teton County, Wyoming

DRAWING NO	JOB TITLE	DRAWING TITLE	REVISIONS				
			DATE	SURVEYED	ENGINEERED	DRAWN	AR
4 OF 7	CACHE CREEK CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON	FIRST FLOOR PLAN	3/5/2021				
JOB NO	20-457-01						

S:\Proj\B201457-01_645 S. Cache St. - Condo Plat - Jackson Brandenburg\A. Drawing\SECOND FLOOR.dwg (SECOND FLOOR) - Apr 29 2021 03:27:07 pm PLUTED BY: harchner DWG FORMAT: 230



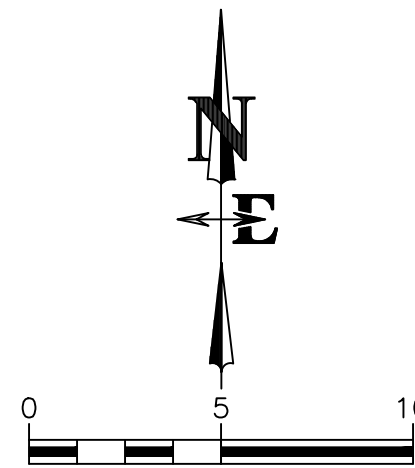
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Plat No. 128

located within the
SE1/4 NE 1/4, Section 33,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING TITLE
SECOND FLOOR PLAN

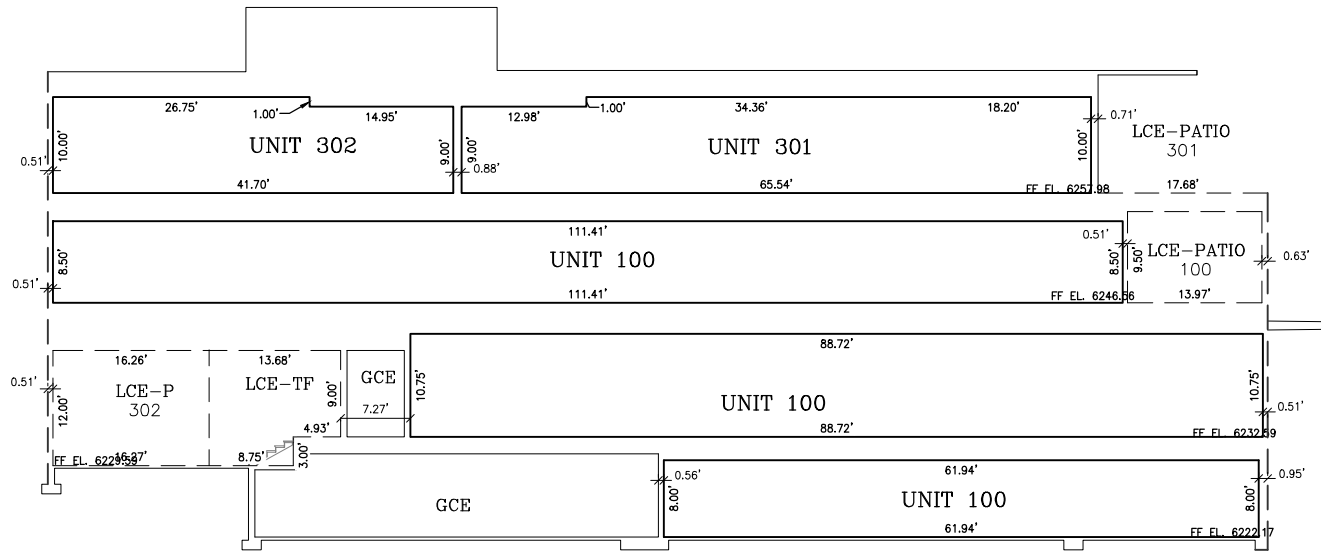
JOB TITLE
CACHE CREEK CONDOMINIUMS
ADDITION TO THE
TOWN OF JACKSON

DRAWING NO
5 OF 7
JOB NO
20-457-01

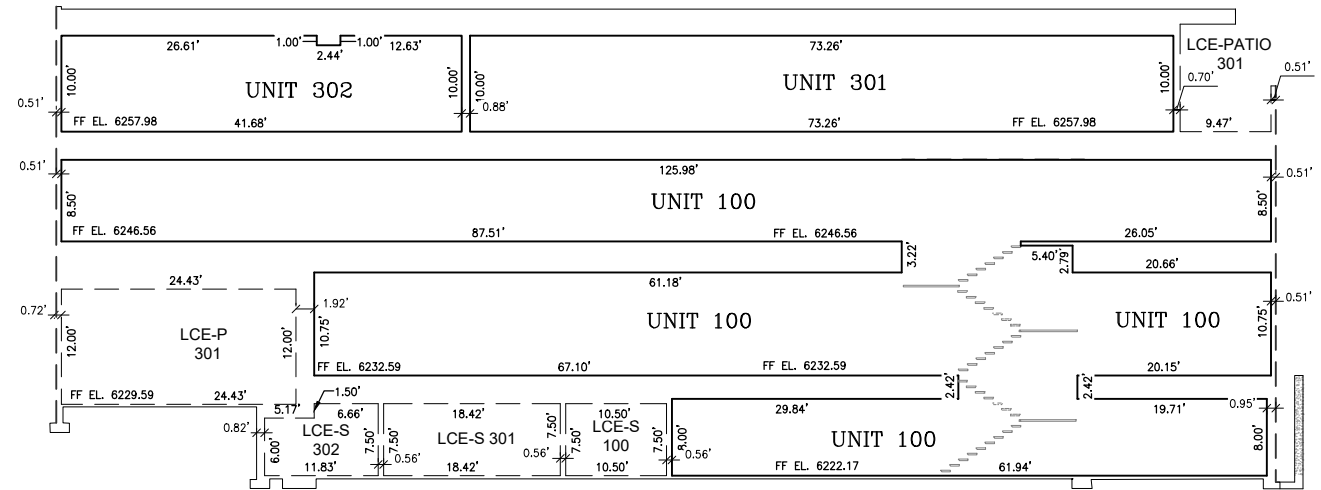
**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DATE	SURVEYED	ENGINEERED	3/5/2021	REV.
	DRAWN	AR		
	CHECKED			
	APPROVED			

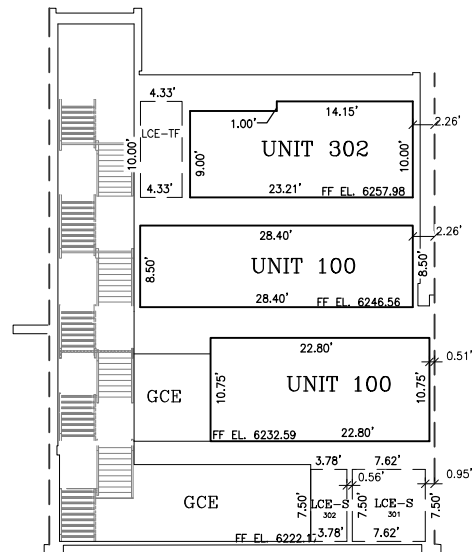
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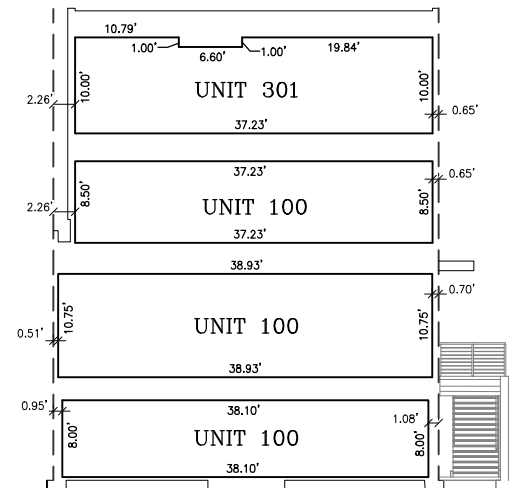
A
7
SECTION A
Scale: 1" = 10'



B
7
SECTION B
Scale: 1" = 10'



C
7
SECTION C
Scale: 1" = 10'



D
7
SECTION D
Scale: 1" = 10'

LEGEND

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located within the
SE1/4 NE 1/4, Section 33,
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Town of Jackson,
Teton County, Wyoming

DRAWING TITLE
SECTIONS A THRU D

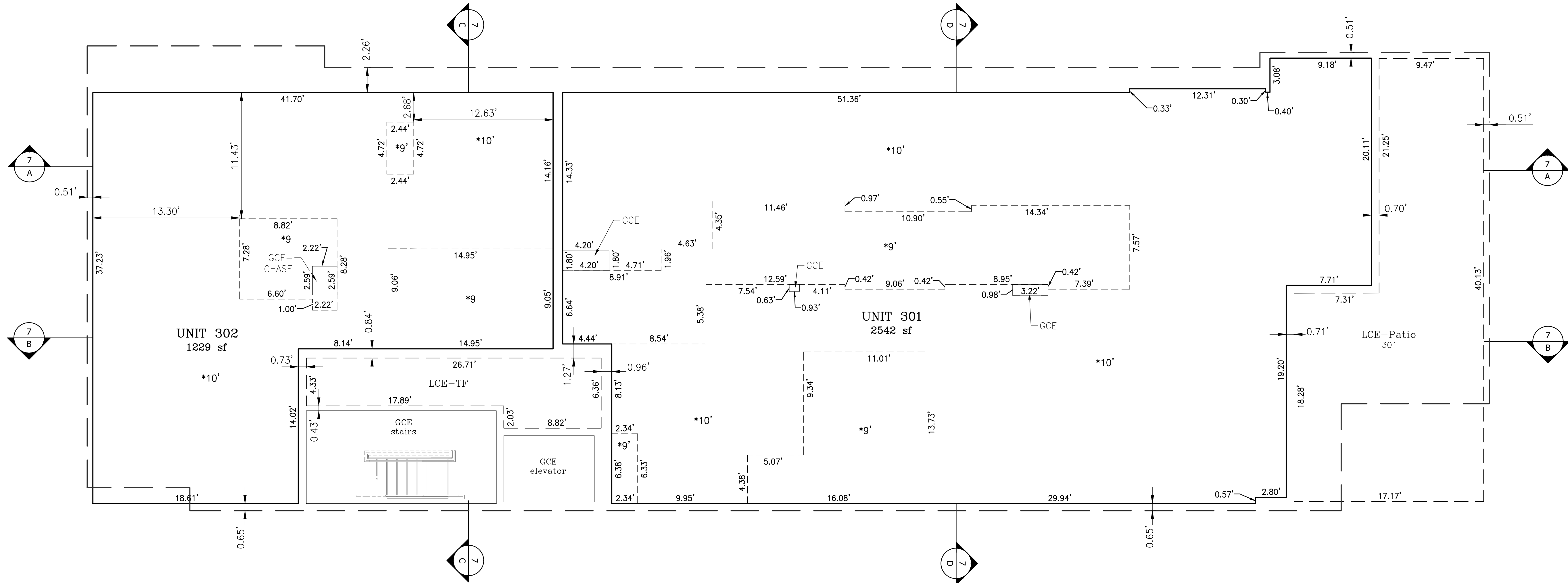
JOB TITLE
CACHE CREEK CONDOMINIUMS
ADDITION TO THE
TOWN OF JACKSON

DRAWING NO
7 OF 7
JOB NO
20-457-01

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

DATE
3/5/2021
SURVEYED
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APPROVED
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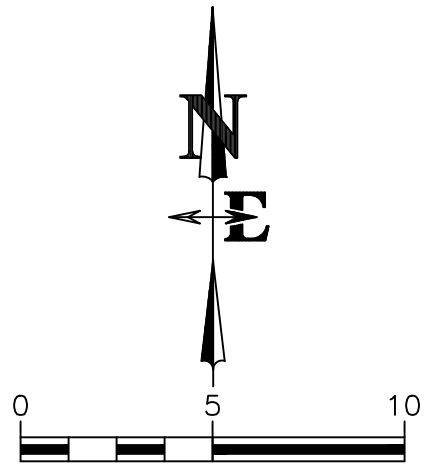
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Town of Jackson,
Teton County, Wyoming

DRAWING NO	JOB TITLE	DRAWING TITLE	REVISIONS				
			DATE	SURVEYED	ENGINEERED	DRAWN	APPROVED
6 OF 7	CACHE CREEK CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON	THIRD FLOOR PLAN	3/5/2021			AR	
JOB NO	20-457-01						



TITLE 22 CONSULTANTS PLAT REVIEW

645 South Cache Condominiums

Proposed Plat: 645 South Cache Condominiums Addition to the Town of Jackson

Platted From: Lot 11, Block 4 of the Second Karns Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on March 13, 1939 as Plat No. 128.

Located: Town of Jackson

Owner/Subdivider: NewJack LLC, a Wyoming limited liability company

Summary: This is a 3-unit condominium building at the base of Snow King, with one commercial unit and two residential units

Additional Documents to be Recorded Provided with Plat: 1) Certificate of Mortgagee 2) Declaration of Condominium

Title Report provided by Wyoming Title & Escrow **Effective Date:** January 22, 2021

Note: Title 22 Consultants has not prepared a title report or conducted a “patent to present” search of subject land; we are basing our review on the title report provided by the title company identified above.

New documents filed of record subsequent to the effective date:

☒ N/A

PLAT REVIEW – Technical Review (Non Statutory)

ACCESS: According to the plat, legal access is provided via South Cache Street (see “Conclusions,” below).

EASEMENTS/ENCUMBRANCES: All easements cited on the title report ☒ Are ☐ Are Not shown on the proposed plat (located and/or included in the Certificate of Owner).

STREETS/ALLEYS:

- ☐ Dedicated to the public
- ☐ Private, with rights of way granted to each lot owner
- ☒ N/A, no streets or alleys within plat boundary

PLAT REVIEW – Technical Review (Statutory)

AIRSPACE UNITS (2 DIMENSIONS) ☒ Are ☐ Are Not properly shown.

Units ☒ Are ☐ Are Not **PROGRESSIVELY NUMBERED**.

The underlying land ☒ Is ☐ Is Not **VACATED**.

CERTIFICATES

Certificate of Owner(s) ☒ Included ☐ To be provided via separate Affidavit

Certificate of Surveyor ☒ Included ☐ Not included

Certificate of Acceptance from ☒ Town of Jackson ☐ Teton County ☒ Included ☐ Not Included

Certificate of Mortgagee(s) ☐ Included ☒ To be provided via separate Affidavit ☐ N/A

PLAT REVIEW – Conclusions

Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat:

1. **SUBDIVISION NAME:** It appears the name of the subdivision is intended to be “645 South Cache Condominiums Addition to the Town of Jackson.” However, in numerous instances on the face of the plat, the word “Condominium” appears rather than “Condominiums” (missing the “s”). We note one such instance in the Certificate of Surveyor, one instance in the Certificate of Approval, and two instances in the Certificate of Owner.

Please make the appropriate corrections so that the name of the subdivision is consistent throughout.

2. **CONDOMINIUM ASSOCIATION:** The Certificate of Owner makes reference to the “645 Cache Condominium Association.” It does not appear this entity, or one with a similar name, has been established with the Wyoming Secretary of State, so we cannot tell if this is the correct name. However, it does appear it may be missing the word “South,” as well as the “s” in “Condominiums.”

Please coordinate with the attorney establishing this entity to reference the correct name.

3. **FORMATTING GLITCH:** There is some sort of formatting glitch affecting the last few lines of the Certificate of Surveyor, so that they appear overlaid on top of each other; please correct.
4. **ACCESS – comment 1:** Paragraphs 4 and 10 of the Certificate of Owner both contain a statement that access is via South Cache Street. One reference is duplicative, and should be removed.
5. **ACCESS – comment 2:** It appears that access to residential Units 301 and 302 is via the public alley to the west of the subdivision; this should be included in statements regarding access. (Based on site observation and plat indicating LCE-P 301 and LCE-P 302 on the western end of the first floor plan).
6. **PARKING – comment 1:** It appears based on a site visit (as we could not identify any additional parking on the plat) that parking for commercial Unit 100 is on Lot 12 to the south of subject land, also owned by NewJack LLC. Is this correct? If so, we did not find any easements burdening Lot 12 for the benefit of Lot 11.

If so, an easement should be recorded, and referenced on the plat. If not...please explain the parking situation.

Alternatively – is it possible part of Lot 12 is supposed to be included in this plat? In addition to parking spaces, the Lot 12 improvements appear to include sidewalk and landscaping.

6. **PARKING – comment 2**: The proposed Condominium Declaration (paragraph 3.7(b)) states that “Unless indicated otherwise herein, the parking spaces are reserved by the Declarant until such time as the individual parking spaces shall be assigned by the Declarant to an Owner...”

To which parking spaces is this paragraph referring? We see none on the plat other than those identified as LCE-P 301 and LCE-P 302.

It appears the parking issue in general needs further clarification, on both the plat and in the Declaration.

7. **COMMON ELEMENT**: The General Common Elements (GCE) outside of the unit boundaries do not appear to be clearly identified in many instances; please review and update where appropriate.

Comments/General Observations: For your review and consideration, may not require changes:

We note that NewJack LLC is in good standing with the Wyoming Secretary of State, and that Alex Marshall, as Manager, has the authority to bind the entity (according to the Operating Agreement provided).

Next Steps:

1. ENTITY DOCS – The owner should provide a copy of the LLC Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party. DONE/COMPLETED
2. EXECUTION/ACKNOWLEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled.
3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review.

PLAT REVIEW – Disclaimer

Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat.

Plat Review submitted by:



Date: 6.2.21

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



Todd Cedarholm, PLS

Town of Jackson Planning Department and Building Department
P.O. Box 1687
Jackson, WY 83001

June 2, 2021

ATTN: Katelyn Page, Planner

RE: P21-118, Condominium Plat of Lot 11, Block 4, Karns 2nd Addition

Dear Katelyn:

I have reviewed the plat accompanying the P21-118 application. I would suggest that the surveyor address the following items:

General content and Sheet 1

- The title block associated with the vicinity map should read: Pt SE1/4 NE1/4 Section 33, T41N, R116W, 6th P.M. Town of Jackson, Teton County, Wyoming
- The map scale should include the text: 1" = 20 feet, below the bar scale
- The municipality component of the venue listed in the Certificate of Approval should be Town of Jackson not City of Jackson
- The Building Footprint areas listed on sheet 1 and sheet 2 are different.
- The Area Outside Building Footprint given on sheet 1 does not include a square footage number, this number should be added to be consistent with Sheet 2.
- Within the Certificate of Owner, access to the property is described as from South Cache Street. A note regarding alley access should also be included.
- The date of the final version of the map should be included in the title block
- The Planning Director should be changed to Paul Anthony
- Direct ties (bearing and distance) to at least two Teton County Control points within three miles of the project are required as described in the Teton County Digital Plat Submittal Requirements

Sheet 2

- The Common Area outside of the Building Footprint should be more clearly delineated and labeled.
- The Building Footprint area should be added to the map.
- A site visit indicated significant improvements constructed on the adjacent Lot 12 that are clearly associated with this project such as access and parking. Any easements, agreements, or covenants etc. that bind, connect or jointly encumber these two properties should be graphically shown and described in the Certificate of Owner.
- The property location description under the vicinity map should include the notation "6th P.M."

Sheet 3

- All areas outside of the condominium unit itself but within the building footprint should be clearly delineated and labeled as to type of Common Element. All areas within the building footprint should be accounted for.



Todd Cedarholm, PLS

Sheet 3 continued

- There would seem to be walls and/or structures missing from the drawing that are within the building footprint at the west end of the building. These should be shown and labeled as GCE.
- The light wells and stairs should have their respective common area designations labeled.

Sheet 4

- All areas outside of the condominium unit itself but within the building footprint should be clearly delineated and labeled as to type of Common Element. All areas within the building footprint should be accounted for.

Sheet 5

- A portion of Condominium Unit 100 extends beyond the Building Footprint into the platted Common Area. The entire condominium unit must be contained within the building footprint and not extend into a Common Area.
- All areas outside of the condominium unit itself but within the building footprint should be clearly delineated and labeled as to type of Common Element. All areas within the building footprint should be accounted for.

Sheet 6

- A portion of Condominium Unit 302 extends beyond the Building Footprint into the platted Common Area. The entire condominium unit must be contained within the building footprint and not extend into a Common Area.
- All areas outside of the condominium unit itself but within the building footprint should be clearly delineated and labeled as to type of Common Element. All areas within the building footprint should be accounted for.

Sheet 7

- An additional cross section should be added running N-S through the west end of the building to show the encroachments of Units 100 and 302 into the Common Area.
- Dimensions between floors/ceiling thickness should be annotated much the way wall thicknesses are.
- A dimension is missing along the ceiling of Unit 302 in Section C-C.
- All areas outside of the condominium unit itself but within the building footprint should be clearly delineated and labeled as to type of Common Element. All areas within the building footprint should be accounted for.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Cedarholm", enclosed in a rectangular box.

Todd Cedarholm, PLS
County Surveyor, Teton County, Wyoming

Page 2 of 2

7/9/2021

Town of Jackson Project Reviews

Project Number	P21-118	Applied	5/12/2021	AL
Project Name	Final Plat - 645 S. Cache St.	Approved		
Type	FINAL PLAT	Closed		
Subtype	CONDO/TOWNHOUSE	Expired		
Status	STAFF REVIEW	Status		
Applicant	Nelson Engineering	Owner	NEWJACK LLC	
Site Address		City		State
645 S Cache Street		JACKSON		WY
				Zip
				83001
Subdivision		Parcel No		
KARNS 2ND		22411633138007		

Type of Review Notes		Dates			Remarks
		Sent	Due	Received	
Joint Housing Dept	APPROVED W/CONDITI	5/12/2021	6/2/2021	6/7/2021	See Comments
(6/7/2021 3:01 PM SAS)					
The Plat should reference the Workforce Housing Restricted Unit and the Special Restrictions for Workforce Ownership Housing Recorded on the Property.					
The Special Restrictions for Workforce Ownership Housing shall be recorded at time of recordation of Final Plat.					
Legal	APPROVED W/CONDITI	5/12/2021	6/2/2021	7/9/2021	L Colasuonno
(7/9/2021 11:43 AM LC)					
Easment Document					
- The document describes the easement being granted as, variably, an "exclusive" and non-exclusive." This needs to be addressed. The easement should be exclusive.					
- The Grantor cannot reserve the right to use the surface of the 10 parking spaces subject to the easement, as that would displace the Owner's vehicles.					
Plat:					
- The plat does not currently reference the easment for the parking spaces. It should do so.					
Planning	APPROVED	5/12/2021	6/2/2021	7/9/2021	
Plat Review-Survey	APPROVED	5/12/2021	6/2/2021	5/20/2021	OnSight

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	

(6/3/2021 3:39 PM AL)

Todd Cedarholm, PLS

Page 1 of 2

265 North Glenwood PO Box 12290 Jackson, Wyoming 83002

Phone (307) 734-6131 fax (307) 734-1264 cellular (307) 413-1219 todd@onsightsurvey.com

Town of Jackson Planning Department and Building Department June 2, 2021

P.O. Box 1687

Jackson, WY 83001

ATTN: Katelyn Page, Planner

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Page 2 of 2

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Phone (307) 734-6131 fax (307) 734-1264 cellular (307) 413-1219 todd@onsightsurvey.com

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Sheet 6

- A portion of Condominium Unit 302 extends beyond the Building Footprint into the platted Common Area. The entire condominium unit must be contained within the building footprint and not extend into a Common Area.
- All areas outside of the condominium unit itself but within the building footprint should be clearly delineated and labeled as to type of Common Element. All areas within the building footprint should be accounted for.

Page 3 of 6

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	
Sheet 7					
• An additional cross section should be added running N-S through the west end of the building to show the encroachments of Units 100 and 302 into the Common Area. • Dimensions between floors/ceiling thickness should be annotated much the way wall thicknesses are. • A dimension is missing along the ceiling of Unit 302 in Section C-C. • All areas outside of the condominium unit itself but within the building footprint should be clearly delineated and labeled as to type of Common Element. All areas within the building footprint should be accounted for.					
This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.					
Sincerely,					
Todd Cedarholm, PLS					
County Surveyor, Teton County, Wyoming					
Plat Review-Title	APPROVED	5/12/2021	6/2/2021	6/2/2021	Title 22

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	
(6/3/2021 3:38 PM AL) TITLE 22 CONSULTANTS PLAT REVIEW 645 South Cache Condominiums Proposed Plat: 645 South Cache Condominiums Addition to the Town of Jackson Platted From: Lot 11, Block 4 of the Second Karns Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on March 13, 1939 as Plat No. 128. Located: Town of Jackson Owner/Subdivider: NewJack LLC, a Wyoming limited liability company Summary: This is a 3-unit condominium building at the base of Snow King, with one commercial unit and two residential units Additional Documents to be Recorded Provided with Plat: 1) Certificate of Mortgagee 2) Declaration of Condominium Title Report provided by Wyoming Title & Escrow Effective Date: January 22, 2021 Note: Title 22 Consultants has not prepared a title report or conducted a “patent to present” search of subject land; we are basing our review on the title report provided by the title company identified above. New documents filed of record subsequent to the effective date: ? N/A PLAT REVIEW – Technical Review (Non Statutory) ACCESS: According to the plat, legal access is provided via South Cache Street (see “Conclusions,” below). EASEMENTS/ENCUMBRANCES: All easements cited on the title report ? Are ? Are Not shown on the proposed plat (located and/or included in the Certificate of Owner). STREETS/ALLEYS: ? Dedicated to the public ? Private, with rights of way granted to each lot owner ? N/A, no streets or alleys within plat boundary PLAT REVIEW – Technical Review (Statutory) AIRSPACE UNITS (2 DIMENSIONS) ? Are ? Are Not properly shown. Units ? Are ? Are Not PROGRESSIVELY NUMBERED. The underlying land ? Is ? Is Not VACATED. CERTIFICATES Certificate of Owner(s) ? Included ? To be provided via separate Affidavit Certificate of Surveyor ? Included ? Not included Certificate of Acceptance from ? Town of Jackson ? Teton County ? Included ? Not Included Certificate of Mortgagee(s) ? Included ? To be provided via separate Affidavit ? N/A PLAT REVIEW – Conclusions Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat: 1. SUBDIVISION NAME: It appears the name of the subdivision is intended to be “645 South Cache Condominiums Addition to the Town of Jackson.” However, in numerous instances on the face of the plat, the word “Condominium” appears rather than “Condominiums” (missing the “s”). We note one such instance in the Certificate of Surveyor, one instance in the Certificate of Approval, and two instances in the Certificate of Owner. Please make the appropriate corrections so that the name of the subdivision is consistent throughout. 2. CONDOMINIUM ASSOCIATION: The Certificate of Owner makes reference to the “645 Cache Condominium Association.” It does not appear this entity, or one with a similar name, has been established with the Wyoming Secretary of State, so we cannot tell if this is the correct name. However, it does appear it may be missing the word “South,” as well as the “s” in “Condominiums.” Please coordinate with the attorney establishing this entity to reference the correct name. 3. FORMATTING GLITCH: There is some sort of formatting glitch affecting the last few lines					

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	

of the Certificate of Surveyor, so that they appear overlaid on top of each other; please correct.

4. ACCESS – comment 1: Paragraphs 4 and 10 of the Certificate of Owner both contain a statement that access is via South Cache Street. One reference is duplicative, and should be removed.

5. ACCESS – comment 2: It appears that access to residential Units 301 and 302 is via the public alley to the west of the subdivision; this should be included in statements regarding access. (Based on site observation and plat indicating LCE-P 301 and LCE-P 302 on the western end of the first floor plan).

6. PARKING – comment 1: It appears based on a site visit (as we could not identify any additional parking on the plat) that parking for commercial Unit 100 is on Lot 12 to the south of subject land, also owned by NewJack LLC. Is this correct? If so, we did not find any easements burdening Lot 12 for the benefit of Lot 11.

If so, an easement should be recorded, and referenced on the plat. If not...please explain the parking situation.

Alternatively – is it possible part of Lot 12 is supposed to be included in this plat? In addition to parking spaces, the Lot 12 improvements appear to include sidewalk and landscaping.

6. PARKING – comment 2: The proposed Condominium Declaration (paragraph 3.7(b)) states that “Unless indicated otherwise herein, the parking spaces are reserved by the Declarant until such time as the individual parking spaces shall be assigned by the Declarant to an Owner...”

To which parking spaces is this paragraph referring? We see none on the plat other than those identified as LCE-P 301 and LCE-P 302.

It appears the parking issue in general needs further clarification, on both the plat and in the Declaration.

7. COMMON ELEMENT: The General Common Elements (GCE) outside of the unit boundaries do not appear to be clearly identified in many instances; please review and update where appropriate.

Comments/General Observations: For your review and consideration, may not require changes:

We note that NewJack LLC is in good standing with the Wyoming Secretary of State, and that Alex Marshall, as Manager, has the authority to bind the entity (according to the Operating Agreement provided).

Next Steps:

1. ENTITY DOCS – The owner should provide a copy of the LLC Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party. DONE/COMPLETED

2. EXECUTION/ACKNOWLEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled.

3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review. There is no additional charge for up to one hour of subsequent review.

PLAT REVIEW – Disclaimer

Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat.

Plat Review submitted by:

Date: 6.2.21

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

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	
Police	NO COMMENT	5/12/2021	6/2/2021	5/12/2021	
Public Works	APPROVED W/CONDITI	5/12/2021	6/2/2021	6/16/2021	
(6/16/2021 5:46 PM BTL)					
FINAL PLAT – APPROVED w CONDTITIONS					
P21-118					
ADDRESS: 645 S Cache					
OWNER: New Jack, LLC					
APPLICANT: Nelson Engineering					
6/16/2021					
Brian Lenz, 733-3079					
DATE OF SUBMITTAL: 5/12/2021					
DATE OF MATERIALS: Plat 4/29/2021					
REVISION NO.: 00					

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

PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

GENERAL

1. BOND FOR MONUMENTATION: \$2000. Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor.
2. Revise Engineer and Surveyor to just Surveyor. Add Jorgensen Associates as the engineer.
3. Prior to recordation affidavits of correction must be filed for putting the right exhibit with the proper encroachment agreements that have been recorded. In this case, the canopy has the shoring exhibit and the shoring has the canopy exhibit.

CERTIFICATE OF APPROVAL

1. Update Town Clerk and Town Planning director names to current staff.

CERTIFICATE OF ENGINEER

1. Include the CERTIFICATE OF ENGINEER, Jorgensen Associates, for Water, Sewer, and Storm facilities.

CERTIFICATE OF SURVEYOR

1. Clean up text overlap of the bottom couple of lines.

PLAT SHEETS

1. SHEET 2: The note for the canopy encroachment agreement does not point at the encroachment. Show the encroachment within the right of way.

CONDOMINIUM DELCLARATION

1. Section 2.9: Call out the water and sewer services explicitly as General Common elements. Clarify what is meant by "...installations to (but not at) the outlets.



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

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

PROJECT.

Name/Description: 645 South Cache Condominiums
Physical Address: 645 South Cache Street
Lot, Subdivision: Lot 11, Block 4 of Plat of 2nd Karns Add. PIDN: 22-41-16-33-1-38-007

PROPERTY OWNER.

Name: NewJack, LLC Phone: 307-690-2495
Mailing Address: P.O. Box 11803, Jackson, WY ZIP: 83002
E-mail: tom@cchs.jacksonhole.com

APPLICANT/AGENT.

Name: Nelson Engineering Phone: 307-733-2087
Mailing Address: P.O.Box 1599, Jackson, WY ZIP: 83001
E-mail: skarichner@nelsonengineering.net

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

☒ _____ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: _____ Date of Neighborhood Meeting: _____

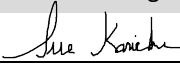
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type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

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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



Signature of Property Owner or Authorized Applicant/Agent
Sue Karichner

Name Printed

5/07/21

Date
Engineer Tech

Title

SK/20-457-01

May 07, 2021

Town of Jackson
Planning Dept.
P.O. Box 1687
Jackson, Wyoming 83001

RE: Final Plat Application Submittal, 645 South Cache Condominiums Addition to the Town of Jackson.

We are submitting for Final Plat Application a subdivision of Lot 11, Block 4 of Plat of 2nd Karns Addition Addition to the Town of Jackson, Plat no. 128.

Included in this submittal for Final Plat:

- a signed application form
- fee of \$1,202 paid over the phone
- Title Report
- the most recent Deed
- Proof of Publication for Notice of Intent to Subdivide
- A copy of the Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions
- Letter of Authorization
- Articles of Organization
- Plat Drawings

I believe this address all the requirements for Final Plat Application. Please call me if you have any questions or concerns.



Sincerely,

Sue Karichner

Encl.

LETTER OF AUTHORIZATION

NewJack LLC

, "Owner" whose address is: _____

Box 11803, Jackson, WY 83002

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

NewJack LLC

, as the owner of property

more specifically legally described as: Lot 11, Block 4 of Plat of 2nd Karns Addition
to the Town of Jackson, Plat No. 128

(If too lengthy, attach description)

HEREBY AUTHORIZES Nelson Engineering

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: Owner/Member

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

STATE OF WYOMING)

)SS.

COUNTY OF TETON)

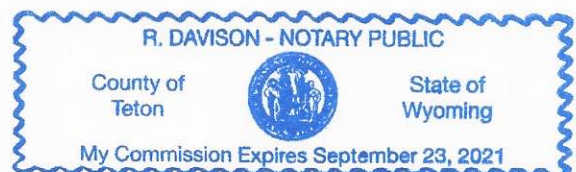
The foregoing instrument was acknowledged before me by THOMAS HEDGES this 11 day of May, 2021.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires: 09/23/2021



WARRANTY DEED

KNOW ALL MEN BY THESE PRESENT THAT **Longitude Ventures, LLC, a Wyoming limited liability company**, GRANTOR, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEYS and WARRANTS unto **NewJack LLC, a Wyoming limited liability company**, GRANTEE, with a mailing address of P.O. Box 11803, Jackson, Wyoming 83002, the following described real estate situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to-wit:

Parcel 1: Lot 11 of Block 4 of the Second Karns Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton county Clerk on March 13, 1939 as Plat No.128.

Parcel 2: Lots 12, 13, and 14 of Block 4 of the Second Karns Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on March 13, 1939 as Plat No. 128.

PIDN: 22-41-16-33-1-38-007 (Lot 11)

PIDN: 22-41-16-33-1-38-010 (Lots 12, 13, & 14)

(the "Property").

Including and together with all and singular the improvements thereon and all tenements, appurtenances and hereditaments thereunto belonging, but subject to taxes, covenants, conditions, restrictions, reservations, and rights-of-way of record.

WITNESS the due execution and delivery of this Warranty Deed this 16th day of November 2018.

GRANTOR:

Longitude Ventures, LLC, a Wyoming limited liability company

By: Jerrold T. Lundquist

Its: Manager

STATE OF CT

COUNTY OF Fairfield

ss. Notary

The foregoing Warranty Deed instrument was acknowledged before me this 16 day of November 2018 by Jerrold T. Lundquist, Manager of Longitude Ventures, LLC., a Wyoming limited liability company,

WITNESS my hand and official seal.

My commission expires:

My Commission Expires May 31, 2019

James M. Bryson Jr.
Notary Public
State of Connecticut
Fairfield County

Warranty Deed
Longitude Ventures, LLC to NewJack LLC

GRANTOR: LONGITUDE VENTURES LLC
GRANTEE: NEWJACK LLC
Doc 0960666 Filed At 14:09 ON 11/21/18
Sherry L. Daigle Teton County Clerk fees: 12.00
By Mary D Antrobus Deputy

• INTENT TO SUBDIVIDE •

Deceased.

Probate No.:

NOTICE OF ADMINISTRATION

You are hereby notified that the Petition for Letters of Administration was filed with the above-named court for purposes of having Mariel E. Beasley and Pamela G. Weiss appointed as the Co-Administrators of the estate of Susan M. Crosser, deceased. Any action to contest the appointment of Mariel E. Beasley and/or Pamela G. Weiss as Co-Administrators in the above captioned action must be filed with the above captioned court within fifteen (15) days from the filing of the Petition, or Mariel E. Beasley and Pamela G. Weiss shall be appointed as the Co-Administrators in accordance with Wyo. Stat. § 2-4-209, as amended.

Notice is further given that all persons indebted to Susan M. Crosser or to her estate are requested to make immediate payment to the undersigned in care of Geittmann Larson Swift LLP, PO Box 1226, Jackson, Wyoming 83001. Creditors having claims against Susan M. Crosser or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of Court on or before three (3) months after the date of the first publication of this notice, with copies to the undersigned; and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED this December 18, 2020.

Clay D. Geittmann, WYSB 6-3169
Geittmann Larson Swift LLP
155 East Pearl Street, Suite 200
PO Box 1226
Jackson, Wyoming 83001
(307) 733-3923 – voice
(307) 734-3947 – facsimile

Publish: 04/21, 04/28, 05/05/21

ADVERTISEMENT FOR BIDS

TETON VILLAGE IMPROVEMENT AND SERVICE DISTRICT
SNOW PLOWING CONTRACT

Separate sealed bids for furnishing snow removal maintenance services for roads within Teton Village, Wyoming, for the five (5) year period beginning in the fall of 2021 and concluding in the spring of 2026, will be received by the Teton Village Improvement and Service District located at 7020 North Rachel Way, P.O. Box 413, Teton Village, WY, 83025 until 2:00 P.M. (Local Time), Thursday, May 6, 2021, and then at said office opened and read aloud.

The CONTRACT DOCUMENTS may be examined, and copies obtained, at Nelson Engineering, 430 South Cache Street, P.O. Box 1599, Jackson, WY 83001, 307-733-2087.

Bids must be accompanied by a BID BOND or certified check in the amount of 5% of the maximum Bid Amount.

THE OWNER RESERVES THE RIGHT TO REFUSE ANY
AND ALL BIDS.

Publish: 04/21, 04/28/21

REQUEST FOR PROPOSAL
Teton Village Water and Sewer District
2021 Comprehensive Water and Sewer Rate Study

PROPOSED WORK:

The Teton Village Water and Sewer District (the District) is requesting proposals for a comprehensive rate study (the Study). Given the changes in development regulations, elapsed time, and population growth it is essential that the District identify its priorities for water and sewer services as well as the costs to provide those services while equitably recovering costs of service.

PRE-PROPOSAL CONFERENCE:

A pre-proposal conference for the Study will be held on May 5, 2021 at 1:00 PM Mountain Time via videoconference. Information on the videoconference to be provided with the request documents.

PROPOSAL SUBMISSION:

Proposals for the Study must be received on or before June 3, 2021, by 3:00 PM Mountain Time. Questions regarding the RFP should be directed to District Office, office@tetonvillagewy.org (Phone: 307-733-3457).

REQUEST FOR PROPOSAL AVAILABLE FROM:

Prospective Consultants must obtain the Proposal Documents from the District Office, office@tetonvillagewy.org. All official notifications, addenda, and other Proposal Documents will be offered only through the District Office. District will not be responsible for Proposal Documents, including addenda, if any, obtained from sources other than the District Office.

Publish: 04/21, 04/28/21

WYOMING DEPARTMENT OF TRANSPORTATION
CHEYENNE, WYOMING
NOTICE OF ACCEPTANCE OF
AND
FINAL SETTLEMENT FOR HIGHWAY WORK

Notice is hereby given that the State Transportation Commission of Wyoming has accepted as completed according to plans, specifications and rules governing the same work performed under that certain contract between the State of Wyoming, acting through said Commission, and S & L Industrial, The Contractor, on Highway Project Number B199005 in Hot Springs, Park, Fremont, Washakie, Big Horn, Sublette, Sweetwater, Uinta, Lincoln and Teton Counties, consisting of installing signs and miscellaneous work, and the Contractor is entitled to final settlement therefore; that the Director of the Department of Transportation will cause said Contractor to be paid the full amount due him under said contract on May 18, 2021.

The date of the first publication of this Notice is April 14, 2021.

STATE TRANSPORTATION COMMISSION OF WYOMING

By: _____
Pam Fredrick
Senior Budget Analyst
Budget Program

Publish: 04/14, 04/21, 04/28/21

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that NewJack LLC intends to apply for a permit to subdivide in The Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Council Chambers. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 1 COMMERCIAL & 2 RESIDENTIAL UNITS, which the commercial/residential units average .054 acres per lot.. The project is located on 0.161 acres, generally described as Lots 11, Block 4 of Plat of 2nd Karns Addition to the Town of Jackson Plat no. 128, within the SE 1/4 NE1/4, Section 33, Township 41 North, Range 116 West, street addresses 645 S. Cache Street. The site is accessed from Cache Street and will be named 645 SOUTH CACHE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON.
Publish: 04/28, 05/05/21

• CONTINUED PUBLICATIONS •

STATE OF WYOMING)
) ss. IN THE DISTRICT COURT
COUNTY OF TETON) NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE) Civil Action Case No. 18433
CHANGE OF NAME OF)
JANICE DUHAMEL)
Petitioner)

NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 18433, has been filed on behalf of (current full name) Janice Lee Duhamel in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) 180 S. KING ST. JACKSON, WY, the object and prayer of which is to change the name of the above-named person from Janice Lee Duhamel to Janice Lee Thompson.
(current full name) (desired full name)

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an *Order Granting Name Change* may be granted without further notice.

DATED this 8th day of APRIL, 2021.

BY CLERK OF COURT:

Clerk of District Court / Deputy

Publish: 04/21, 04/28, 05/05, 05/13/21

IN THE DISTRICT COURT OF THE STATE OF WYOMING
IN AND FOR THE COUNTY OF TETON
NINTH JUDICIAL DISTRICT

In Re. the Matter of the Estate of:
Susan M. Crosser,



RELIABILITY

We are Jackson Hole's most dependable news and information resource and valued marketing partner. Over the past six decades, we've demonstrated our commitment to this responsibility.

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Sustain this Mission at jhnewsandguide.com/subscribe

Jackson Hole News & Guide

TRUTH | TRUST | EXCELLENCE | **RELIABILITY** | COMMUNITY

Jackson Hole News&Guide

Public

NOTICES

What is a Public Notice?

These pages include a variety of notices required by Town, County and State statutes and regulations. These notices include Meeting Agendas, proposed city and county ordinances, tax and budget information, Liquor Licenses, foreclosures, summonses and bid invitations.

How to place a Public Notice

Jackson Hole News&Guide • PO Box 7445
Jackson, WY 83002 • (307) 733-2047

Rate: \$10.05 per column inch

Preferred Method of Submission is via Email in a Word/Text document to Legals@jhnewsandguide.com. Legals submitted via hard copy or PDF will be charged a typsetting fee of \$10.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

MAY 5, 2021

TETON COUNTY DIVISION OFFICES

• REQUEST FOR BIDS •

Request for Proposals
TETON COUNTY DETENTION CENTER INMATE
HEALTH CARE SERVICES
2021-2024

The Teton County Sheriff hereby invites proposals for Inmate Health Care Services at 175 S Willow Jackson, Wyoming. The contract period will be from July 1st, 2021 through June 30th, 2024.

RFP packages are available from, and sealed proposals will be received at the Teton County Detention Center 175 S Willow Jackson, Wyoming (physical address) or P.O. Box 1885 Jackson, Wyoming 83001 (mailing address). Proposals must be received by 3:00 P.M. MST on Thursday, May 28th, 2021.

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, or grown in Wyoming, or supplied by a resident of the state, quality being equal to articles offered by competitors outside of the state. W.S. §16-6-106.

The owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

Call Lieutenant Chett Hooper, at the Teton Sheriff Sheriff's Office (307)733-2141 if you have any questions.

END OF INVITATION
Publish: 05/05, 05/12/21

Request for Proposals
TETON COUNTY DETENTION CENTER INMATE MEAL
SERVICE
2021-2024

The Teton County Sheriff hereby invites proposals for Inmate Meal Services at 175 S Willow Jackson, Wyoming. The contract period will be from July 1st, 2021 through June 30th, 2024.

RFP packages are available from, and sealed proposals will be received at the Teton County Detention Center 175 S Willow Jackson, Wyoming (physical address) or P.O. Box 1885 Jackson, Wyoming 83001 (mailing address). Proposals must be received by 3:00 P.M. MST on Thursday, May 28th, 2021.

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, or grown in Wyoming, or supplied by a resident of the state, quality being equal to articles offered by competitors outside of the state. W.S. §16-6-106.

The owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

Call Lieutenant Chett Hooper, at the Teton Sheriff Sheriff's Office (307)733-2141 if you have any questions.

END OF INVITATION
Publish: 05/05, 05/12/21

• LIQUOR LICENSES •

NOTICE OF APPLICATION FOR
RESTAURANT LIQUOR LICENSE

Notice is hereby given that on the 28th day of April of 2021, the following applicant filed an application for the issuance of a County Malt Beverage Permit in the office of the Clerk of the County of Teton for the following described location:

FIELD HOUSE LLC DBA JACKSON HOLE INDOOR
SPORTS,
LOT 24, SOUTH PARK SERVICE CENTER 2ND AMENDED
SUBDIVISION 4TH FILING

And protests, if any there be, against the issuance of the license will be heard at the hour of 9:00 A.M., on the 18th day of May of 2021, in the County Commissioners Chambers in the Teton County Administration Building.
Publish: 05/05, 05/12/21

• PUBLIC NOTICE •

Request for Qualifications for a Hearing Officer for the Teton County Board of County Commissioners and the Jackson/ Teton County Housing Authority Board
Request for Qualifications

Teton County Administration is requesting qualifications for a Hearing Officer for the Teton County Board of County Commissioners and the Jackson/Teton County Housing Authority Board 200 S Willow Jackson, WY 83001.

RFP/RFQ packages may be obtained online at the Public Purchase website, <http://www.publicpurchase.com>. The bid id is 141746. Vendors must complete the free registration on the Public Purchase site. Assistance with registration can be obtained by emailing cclabuesch@tetoncountywy.gov. Proposals are to be submitted on that same website. Proposals will be due on or before 2:00 PM MST on Friday, May 28, 2021 and opened upon release by Public Purchase immediately thereafter at the Teton County Administration Office 200 S. Willow Jackson WY, 83001

Teton County reserves the right to reject all proposals and to waive informalities and irregularities in proposals.

Questions are to be posted on the Public Purchase website. All questions and answers will be available to all bidders.
Publish: 05/05, 05/12/21

Request for Qualifications for a Real Estate Agent to Represent as Buyer's and Seller's Agent for the Teton County Board of County Commissioners and also for the Jackson/Teton County Housing Department.
Request for Qualifications

Teton County Administration is requesting qualifications for a Real Estate Agent to Represent as Buyer's and Seller's Agent for the Teton County Board of County Commissioners and also for the Jackson/Teton County Housing Department 200 S. Willow Jackson, WY 83001.

RFP/RFQ packages may be obtained online at the Public Purchase website, <http://www.publicpurchase.com>. The bid id is 141749. Vendors must complete the free registration on the Public Purchase site. Assistance with registration can be obtained by emailing cclabuesch@tetoncountywy.gov. Proposals are to be submitted on that same website. Proposals will be due on or before 2:00 PM MST on Friday, May 28, 2021 and opened upon release by Public Purchase immediately thereafter at the Teton County Administration Office 200 S. Willow Jackson WY, 83001

Teton County reserves the right to reject all proposals and to waive informalities and irregularities in proposals.

Questions are to be posted on the Public Purchase website. All questions and answers will be available to all bidders.
Publish: 05/05, 05/12/21

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

TOWN COUNCIL PROCEEDINGS - UNAPPROVED
April 26, 2021 JACKSON, WYOMING
The Jackson Town Council met in special budget workshop session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 9:00 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present: TOWN COUNCIL: In-person: None. via Zoom: Mayor Hailey Morton Levinson, Arne Jorgensen, Jessica Sell Chambers, Jonathan Schechter and Jim Rooks. Town of Jackson Budget. Larry Pardee, Kelly Thompson, and Tyler Sinclair made staff comment regarding the FY2022 Recommended Budget including information regarding restoration, preservation, investment, and maintaining a strong culture. Council and staff discussion occurred. The meeting recessed from 10:49 am to 10:55 am, then discussions continued. Adjourn. A motion was made by Jessica Chambers and seconded by Jonathan Schechter to adjourn the meeting. The Mayor called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 11:31 am. minutes:ll Review complete and approved minutes at www.jacksonwy.gov/491.
Publish: 05/05/21

GENERAL PUBLIC NOTICES

• INTENT TO SUBDIVIDE •

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that, Corey Prologo and Stephanie Pace intends to apply for a permit to subdivide in Teton County. A public hearing for said permit will occur at a regular meeting of the Teton County Commissioners at the Teton County Administration Building. Please contact the

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that NewJack LLC intends to apply for a permit to subdivide in The Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Council Chambers. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 1 COMMERCIAL & 2 RESIDENTIAL UNITS, which the commercial/residential units average .054 acres per lot.. The project is located on 0.161 acres, generally described as Lots 11. Block 4 of Plat of 2nd Karns Addition to the Town of Jackson Plat no. 128, within the SE 1/4 NE1/4, Section 33, Township 41 North, Range 116 West, street addresses 645 S. Cache Street. The site is accessed from Cache Street and will be named 645 SOUTH CACHE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON.
Publish: 04/28, 05/05/21

STATE OF WYOMING) IN THE DISTRICT COURT
COUNTY OF Teton) ss. NINTH JUDICIAL DISTRICT
IN THE MATTER OF THE) Civil Action Case No. 18433
CHANGE OF NAME OF)
JANICE DUHAMEL)
Petitioner)

NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 18433 has been filed on behalf of (current full name) Janice Lee Duhamel in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) 180 S. KING ST., JACKSON, WY, the object and prayer of which is to change the name of the above-named person from Janice Lee Duhamel to Janice Lee Thompson.
(current full name) (desired full name)

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an *Order Granting Name Change* may be granted without further notice.

DATED this 5th day of APRIL, 2021.

BY CLERK OF COURT:

Clerk of District Court / Deputy

Publish: 04/21, 04/28, 05/05, 05/12/21

IN THE DISTRICT COURT OF THE STATE OF WYOMING
IN AND FOR THE COUNTY OF TETON
NINTH JUDICIAL DISTRICT

In Re. the Matter of the Estate of:
Susan M. Crosser,
Deceased.

Probate No.:

NOTICE OF ADMINISTRATION

You are hereby notified that the Petition for Letters of Administration was filed with the above-named court for purposes of having Mariel E. Beasley and Pamela G. Weiss appointed as the Co-Administrators of the estate of Susan M. Crosser, deceased. Any action to contest the appointment of Mariel E. Beasley and/or Pamela G. Weiss as Co-Administrators in the above captioned action must be filed with the above captioned court within fifteen (15) days from the filing of the Petition, or Mariel E. Beasley and Pamela G. Weiss shall be appointed as the Co-Administrators in accordance with Wyo. Stat. § 2-4-209, as amended. Notice is further given that all persons indebted to Susan M. Crosser or to her estate are requested to make immediate

• Public Notices •

payment to the undersigned in care of Geittmann Larson Swift LLP, PO Box 1226, Jackson, Wyoming 83001. Creditors having claims against Susan M. Crosser or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of Court on or before three (3) months after the date of the first publication of this notice, with copies to the undersigned; and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.
DATED this December 18, 2020.

Clay D. Geittmann, WYSB 6-3169
Geittmann Larson Swift LLP
155 East Pearl Street, Suite 200
PO Box 1226
Jackson, Wyoming 83001
(307) 733-3923 – voice
(307) 734-3947 – facsimile
Publish: 04/21, 04/28, 05/05/21

IN THE DISTRICT COURT OF THE STATE OF WYOMING
IN AND FOR THE COUNTY OF TETON
NINTH JUDICIAL DISTRICT

In Re. the Matter of the Estate of:

Claire Clendenin McConaughy,
Deceased.

Probate No.: _____

NOTICE OF PROBATE

You are hereby notified that the Last Will and Testament of Claire Clendenin McConaughy dated October 14, 1963, was filed with the above-named court on April 21, 2021. Any action to set aside the Will shall be filed in the Court within three (3) months from the date of the first publication of this Notice or thereafter be forever barred.
Notice is further given that all persons indebted to Claire

Clendenin McConaughy or to Claire Clendenin McConaughy's estate are requested to make immediate payment to the undersigned in care of Geittmann Larson Swift LLP, P.O. Box 1226, Jackson, Wyoming 83001. Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of Court on or before three (3) months after the date of the first publication of this notice; and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.
DATED this April 21, 2021.

Clay D. Geittmann, WYSB 6-3169
Geittmann Larson Swift LLP
155 East Pearl Avenue, Suite 200
PO Box 1226
Jackson, Wyoming 83001
(307) 733-5890 – voice
Publish: 04/28, 05/05, 05/12/21

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Jackson Hole Daily

**Something on
your mind?**

**SEND A LETTER
TO THE EDITOR.**

**Deadline:
Noon Monday**

*Letter should be signed and include a
phone number for verification*

Email editor@jhnewsandguide.com

Jackson Hole News&Guide

OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

Nelson Engineering
P.O. Box 1599
Jackson, WY 83001
(307) 733-2087

Report No.: W-24372
Effective Date: January 22, 2021
Current Date: February 5, 2021
Cost: \$350.00

Project Reference: NewJack LLC

Property Address: 645 South Cache Street, 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:

NewJack LLC, a Wyoming limited liability company

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

Lot 11 of Block 4 of the Second Karns Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on March 13, 1939 as Plat No. 128.

PIDN: 22-41-16-33-1-38-007

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

1. Taxes, special and general, assessment districts and service areas for the year 2020.
Tax ID No.: OJ-001843
1st Installment: \$7,853.44 DELINQUENT
2nd Installment: \$7,853.43 DELINQUENT

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
2. General taxes for the year 2021, a lien in the process of assessment, not yet due or payable.
3. All matters as delineated on the Official Plat of Second Karns 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. 128. [PlatNo128](#)
4. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$9,062,225.00, dated March 9, 2020, recorded March 13, 2020, as (instrument) 0987599, Official Records.
Mortgagor: NewJack LLC, a Wyoming limited liability company
Mortgagee: Bank of Jackson Hole
Includes other land [0987599](#)
5. Assignment of Leases and Rents, by and between, NewJack LLC, a Wyoming limited liability company, as Assignor, and Bank of Jackson Hole, as Assignee, recorded March 13, 2020, (instrument) 0987600, Official Records.
Includes other land [0987600](#)
6. The terms, conditions and provisions as contained in the Agreement entitled "Town of Jackson Encroachment Agreement", by and between NewJack LLC and the Town of Jackson, recorded March 18, 2020, as (instrument) 0987801, Official Records. [0987801](#)
7. The terms, conditions and provisions as contained in the Agreement entitled "Town of Jackson Encroachment Agreement", by and between NewJack LLC and the Town of Jackson, recorded March 18, 2020, as (instrument) 0987802, Official Records. [0987802](#)
8. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded October 30, 2020, as (instrument) 1002093, Official Records. [1002093](#)

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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 4/26/21

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: 645 S Cache Condominiums
2. LOCATION: 645 South Cache Street
3. PROJECT NUMBER: B19-0854

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	<u> </u>		1.25	<u> </u>
1 BEDROOM	<u> </u>		1.75	<u> </u>
2 BEDROOM	<u>1</u>		2.25	<u>2.25</u>
3 BEDROOM	<u>1</u>		3.00	<u>3</u>
4 BEDROOM	<u> </u>		3.75	<u> </u>
5 BEDROOM	<u> </u>		4.50	<u> </u>
EACH ADDITIONAL BEDROOM	<u> </u>		0.50	<u> </u>
DORMITORY	<u> </u>		1 per 150 sf of net habitable area	<u> </u>
TOTAL				<u>5.25</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{5.25} \text{ TOTAL PROJECTED POPULATION } \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \underline{0.04725} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.04725} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{4,725} \text{ CASH-IN-LIEU}$$

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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE:_____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: 645 S Cache Condominiums
2. LOCATION: 645 South Cache Street
3. PROJECT NUMBER: B19-0854

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u> </u>		<u>0.04</u>
.015 ACRES PER UNIT MULTI-FAMILY		<u> </u>		<u> </u>

5. CALCULATE CASH IN-LIEU:

$$\frac{0.04}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \text{CASH-IN-LIEU}$$

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

AFFIDAVIT

State of Wyoming)
) SS
County of Teton)

COMES NOW, _____, an officer of The Bank of Jackson Hole and with the authority to sign for said Bank and who, being duly sworn, on oath according to law, does hereby make the following statement of facts and affirms:

1. **1. THAT**, The Bank of Jackson Hole is the holder of a mortgage upon that certain real property described as Lot 11, Block 4 of Plat of 2nd Karns Addition to the Town of Jackson, a subdivision of record in the Office of the Teton County Clerk, as Plat no. 128 and located in the SE 1/4 NE 1/4 of Section 33, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, which mortgage is recorded in Instrument No. 0987599, records of Teton County, and which mortgage encumbers that certain real property shown on that plat titled **645 South Cache Condominiums Addition to the Town of Jackson** and described in the Certificate of Surveyor thereon;
2. **THAT**, said plat **645 South Cache Condominiums Addition to the Town of Jackson** has been reviewed by the undersigned officer of The Bank of Jackson Hole;
3. **THAT**, said officer has read and understands the statements and dedications in the Certificate of Owners on said plat, and agrees to the subdivision of land and dedications and easements as shown on said plat;
4. **THAT**, this affidavit is signed in the stead of, and with the same effect, as if the original plat was itself manually signed.

The Bank of Jackson Hole
BY: _____
ITS:

Attest:

BY: _____
ITS:

State of Wyoming)
) ss
County of Teton)

On the ____ day of _____, 2021, before me personally appeared, _____ and _____ known to me, and who executed the foregoing instrument as _____ and _____ of The Bank of Jackson Hole. and being by me duly sworn, did depose and say they executed the foregoing instrument on behalf of said corporation and that said instrument is the free act and deed of said corporation

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

DECLARATION OF PARKING EASEMENT

NewJack LLC, a Wyoming limited liability company (hereafter referred to as "Declarant") executes this Declaration of Parking Easement (this "Declaration") as of this _____ day of _____, 2021 (the "Effective Date").

RECITALS

WHEREAS, Declarant owns Unit 100 of the 645 South Cache Condominiums, a condominium subdivision of the Town of Jackson, Wyoming, according to that plat recorded with the Clerk's Office of Teton County, Wyoming on _____, 2021 as Plat Number _____ (the "Unit" or the "Benefitted Property"). Declarant also owns Lot 12 of Block 4 of the Second Karns Addition to the Town of Jackson, Teton County, Wyoming, according to the plat recorded in the Office of the Teton County Clerk on March 13, 1939 as Plat No 128 ("Lot 12" or the "Burdened Property"). Lot 12 is adjacent to the 645 South Cache Condominiums, where the Unit is located;

WHEREAS, in connection with the approval of the plat for the 645 South Cache Condominiums, the Town of Jackson, Wyoming is requiring that this Declaration be recorded with the Clerk's Office of Teton County, Wyoming in order to partially provide for the required parking for the 645 South Cache Condominiums. The balance of the required parking is provided for onsite at the 645 South Cache Condominiums property;

WHEREAS, the Benefitted Property shall be the property benefitting from the easement and rights declared, granted and established herein, and the Burdened Property shall be the property burdened by the easement and rights declared, granted and established herein;

WHEREAS, Declarant desires to declare and establish over and across that portion of Lot 12 that is more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein (the "Burdened Property"), an express non-exclusive parking easement appurtenant to and for the benefit of the Benefitted Property, according to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, Declarant hereby declares that the Burdened Property and all portions thereof shall be held, sold, transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses and privileges hereafter set forth, all of which shall be binding upon all parties having or acquiring any right, title and interest herein and in the Burdened Property and shall inure to the benefit of the Benefitted Property, as follows:

1. Grant of Exclusive Easement. Declarant hereby declares and establishes for the benefit of the Benefitted Property and its heirs, successors, assigns, employees, agents, contractors, licensees and tenants, a non-exclusive parking easement over and across that portion of the Burdened Property for ten (10) uncovered parking spaces (one of which shall be an ADA/handicapped parking space) (such parking spaces are described and depicted on **Exhibit A** attached hereto and incorporated herein, the "Easement") for the purpose of parking vehicles for Owners and such Owner's licensees, invitees, guests and tenants of the Benefitted Property. The Easement shall be appurtenant to and for the benefit of the Benefitted Property. The beneficiaries

of the Easement shall have the right to access the Burdened Property in areas designated by the Declarant or any future owner of Lot 12 for purposes of parking vehicles within the Easement.

2. **No Merger.** This Declaration and the easements and rights declared and established herein are intended to remain separate from the Declarant's fee simple interest in the Benefitted Property and the Burdened Property and shall not merge therewith.

3. **Construction.** Any recitals in this Declaration are represented by the parties to be accurate and constitute a part of the substantive agreement. This Declaration shall be construed in accordance with the laws of the State of Wyoming. Venue for any dispute hereunder shall be in Teton County, Wyoming.

4. **Enforcement.** All record owners, whether one or more, of fee simple title to the Benefitted Property or any portion thereof, and their respective heirs, successors and assigns (each, an "Owner" and collectively, the "Owners") shall be the beneficiaries of all the rights and easements set forth herein and shall be entitled to enforce the same in their own name for so long as each may have any legal, equitable or leasehold interest in the Benefitted Property. In the event of conveyance of all or any portion of the Benefitted Property, the obligations and burdens under this Declaration relating to such conveyed property shall become the obligations and burdens of the new Owner of the conveyed property and its successors and assigns and all future Owners thereof. If any party is required to take action to enforce the terms and conditions of this Declaration, the defaulting party agrees to pay all costs incurred by the non-defaulting party, including attorney's fees, whether suit is brought or not.

5. **Term.** The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Office of the Clerk of Teton County, Wyoming and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of the current Owner of the Benefitted Property and the Town of Jackson, Wyoming.

6. **Reservation.** The Declarant reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface and subsurface of the parking spaces that are the subject of the Easement. The Declarant further reserves unto itself, its heirs, successors and assigns, the right to construct improvements over the Easement (for example, a building which creates covered parking over the Easement) so long as such construction does not unreasonably interfere with the benefits of the easement granted herein. The Declarant further reserves the right to relocate the Easement on the Burdened Property to a subsurface location so long as equivalent parking spaces and access thereto are similarly provided.

7. **Real Covenants.** All covenants, conditions, easements, rights, benefits and privileges granted, created or reserved by this Declaration shall be covenants appurtenant, running with the land, binding upon, inuring to the benefit of, and enforceable by the Owner and the Declarant. Each Owner, by acceptance of a deed conveying title to the Benefitted Property or any portion thereof, or the execution of a contract for the purchase thereof, or the acceptance of a license or lease therefore, or the taking possession thereof, whether from Declarant or other Owner or lessee, shall for itself, and its successor and assigns, be deemed to (i) accept such deed, contract, lease, license or possession upon and subject to each and all of the provisions of this Declaration, and (ii) covenant to and with Declarant (and each of Declarant's successors and assigns with respect to the Benefitted Property or any portion thereof) and the Owners to keep, observe, comply with and perform the requirements of this Declaration, whether or not any

reference to this Declaration is contained in the instrument by which such Owner or other person acquired said interest. Declarant, as the current owner of fee simple title to the Burdened Property, expressly intends to and by recording of this Declaration in the Office of the Clerk of Teton County, Wyoming, does hereby subject the Burdened Property to the provisions of this Declaration.

8. Warranties. Declarant makes no representations or warranties, express or implied, in connection with this Declaration and the Easement, whether of title, fitness of use, condition, purpose, or of any other nature.

9. Entire Agreement. This Declaration embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Declaration. Neither this Declaration nor any provision hereof may be waived, modified, amended, discharged or terminated, in whole or in part, except by the unanimous written consent of the current record Owner of the Benefitted Property, which amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming, as a condition to its effectiveness. Further, any such amendment or termination of this Declaration which reduces the number of parking spaces available for the Benefitted Property shall require the written consent of the Town of Jackson, Wyoming, which consent shall be properly recorded in the Office of the Clerk of Teton County, Wyoming, as a condition to its effectiveness.

10. Severability. In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

[Signatures on Following Page]

Declaration of Parking Easement
Page 4 of 5

EXHIBIT "A"
SEE ATTACHED

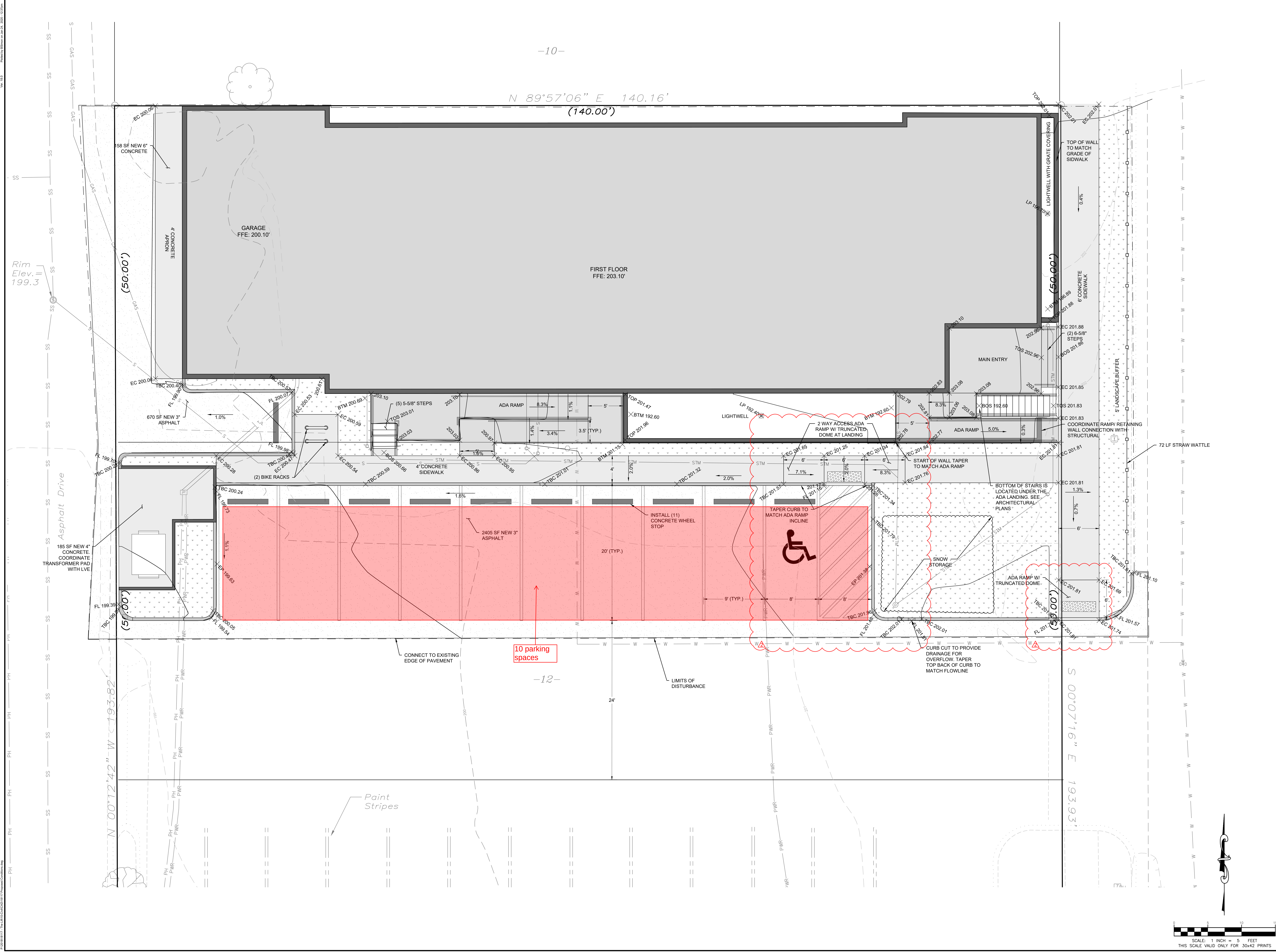


645 SOUTH CACHE ST.
JACKSON, WYOMING

PROPOSED GRADING PLAN

DRAFTED BY:	BS
REVIEWED BY:	JB
PLAN VERSION	DATE
PERMIT SET	11.22.2019
REV No. 	01.17.2020

PROJECT NUMBER	18117
SHEET	C2.1



**Special Restrictions
For Workforce Ownership Housing
Located at
645 S Cache Town of Jackson Wyoming**

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this ____ day of _____, 2021 (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

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

Lot 11 of Block 4 of the Second Karns Addition to the town of Jackson, Teton county, Wyoming according to that plat recorded I the Office of the Teton County Clerk on March 13, 1939 as Plat No. 128

PIDN: 22-41-16-33-1-38-007 ("Land")

WHEREAS, as a condition of its approval for Building Permit B19-0894 (collectively, "Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed 645 S Cache, Jackson, Wyoming 83001 for a mixed-use building with one restricted unit. This development generated the obligation to provide Workforce Ownership Housing in accordance with the Approval. Owner is restricting:

- *Unit 302 with two bedrooms. (hereinafter "Residential Unit").*

WHEREAS the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce these Special Restrictions;

WHEREAS the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Unit, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the

Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by the Housing Department and the Town of Jackson, Wyoming;

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations. In the case of a conflict between these Special Restrictions and the Rules and Regulations, these Special Restrictions shall apply.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household"). Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required

to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) years from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1 Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

A.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B.) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

2 Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.

3 No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.

4 Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5 Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.

B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. “Initial Sale” is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an ‘owner’. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

1 Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household’s sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.

2 Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household’s sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.

F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

G. Maintenance. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association 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, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.

I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.

J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

SECTION 4. TRANSFER LIMITATIONS. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential

Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

1 The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.

2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.

3 A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which

procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY THAT UPON THE RESALE OF A RESIDENTIAL UNIT, AN OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously.

C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department 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 (5) calendar days of an Owner or owner's notification.

D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an 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 an Owner owner's property by a court of competent jurisdiction.

E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a designee of the Housing Department, shall send written notice to Owner or the then current owner of such violation, the required action to cure and the timing for such cure. If Owner or owner disputes the Housing Department's decision, Owner or owner shall proceed in accordance with the Rules and Regulations.

SECTION 9. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1 The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Unit and the Housing Department exercises the Option against some of the remaining Residential Unit (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of Units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Unit are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 Unit, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

2 If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt

of a notification of borrower Default or the property foreclosure.

B. Forced Sale. The Housing Department may require an owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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 two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner or owner by the Housing Department;

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

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

NINTH, any remaining proceeds shall be paid to Owner or owner.

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

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of

a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

F. Price Reduction. If after the one (1) year period set forth in Section 2.A above, the Owner is unable to sell the Residential Unit(s), the Housing Department will have the right to order an appraisal that will be paid for by the Owner. Such appraisal will be done recognizing the deed restrictions on the Residential Unit. If the appraisal is less than the Owner's initial selling price, the Owner will be required to adjust the selling price accordingly, and the Housing Department will list the Residential Unit for sale according to the Sale and Resale Standards in the Rules and Regulations.

G. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

H. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:

- 1 Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which are have a maximum loan to value ratio of One Hundred percent (100%); and
- 2 Is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
- 3 runs in favor of a "Qualified Mortgagee," defined as:
 - i. 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

- ii. 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
- iii. 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 an Owner or owner or any family member of Owner or owner; or
- iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.
- v. the provider of a loan as described in Section 10(A)(1).

B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:

- 1 be deemed unsecured; and
- 2 only be a personal obligation of Owner or 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 the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.

C. In the event Owner or 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, 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, the Housing Department shall have (in addition to the any other remedies) the right to:

- 1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner shall also be liable to the Housing Department for any amounts advanced.
- 2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department 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 the Housing Department 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 A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THESE SPECIAL RESTRICTIONS.

SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

- 1 The Qualified Mortgagee provided to the Housing Department 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 The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.
- 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 the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
- 4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.
- 5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and 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 the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights

within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

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

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming.

D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, 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 JTCHA, the Housing Department and the Town of Jackson.

SECTION 13. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department:

Jackson/Teton County Affordable Housing Department
P.O. Box 714
Jackson, WY 83001

With a Copy to:

Town of Jackson
P.O. Box 1687
Jackson, WY 83001

NewJack, LLC
P.O. Box 11803
Jackson, WY 83002

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of 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 15. 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. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. 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 provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. 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 of any terms or provisions contained herein.

SECTION 18. 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 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, Wyoming, and each entity's directors, officers, agents and employees harmless against any and 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 Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, Wyoming.

SECTION 20. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

NEWJACK, LLC

Tom Hedges, Member

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2021, the foregoing instrument was acknowledged before me by Tom Hedges, as Member, of NewJack LLC.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Clerk

STATE OF WYOMING)
)
COUNTY OF TETON) ss.

On the _____ day of _____, 2021, the foregoing instrument was acknowledged before me by Hailey Morton Levinson as Mayor, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public

My commission expires: _____

STATE OF WYOMING)
)
COUNTY OF TETON) ss.

On the _____ day of _____, 2021, the foregoing instrument was attested to before me by Lynsey Lenamond as Clerk, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public

My commission expires: _____

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2021, the foregoing Special Restrictions for Workforce Ownership Housing Located at 645 S Cache Town of Jackson Wyoming 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

My commission expires _____

Declaration of Condominium for the 645 Cache Condominiums

This DECLARATION OF CONDOMINIUM FOR THE 645 CACHE CONDOMINIUMS (this “**Declaration**”) is made this _____ day of _____, 20____, by NewJack, LLC, a Wyoming limited liability company (the “**Declarant**”), pursuant to the Condominium Ownership Act, Wyoming Statute Section 34-20-101 *et seq.* (the “**Act**”).

ARTICLE I CREATION OF THE COMMUNITY

1.1 Purpose and Intent. The Declarant, as the owner of the real property known as 645 Cache Condominiums according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof (the “**Properties**” or “**Real Property**” or “**Project**”) intends by the recording of this Declaration to create a condominium project and provide for ownership of real property under the Act. This Declaration provides for the overall development, administration, maintenance and preservation of the Real Property now or hereafter comprising 645 Cache Condominiums as a condominium community. Capitalized terms used herein but not defined shall have the meanings set forth in Article II below.

1.2 Type of Ownership. This Declaration and the Plat will provide a means for ownership in fee simple of separate interests in Units together with an undivided fee simple interest in the General Common Elements and Limited Common Elements, which Limited Common Elements shall be subject to the provisions of this Declaration.

1.3 Binding Effect. The Project shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Project, their heirs, successors, successors-in-title, and assigns. This Declaration shall be enforceable in perpetuity by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns.

1.4 Governing Documents. In the event of a conflict between or among the Governing Documents and any additional covenants or restrictions, the more restrictive provision shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Project from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests and invitees.

ARTICLE II DEFINITIONS

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms used herein but not defined shall have the respective meanings set forth below.

2.1 Association. 645 Cache Condominiums Owners Association, a Wyoming nonprofit corporation, its successors or assigns. The “**Articles**” shall refer to those Articles of Incorporation of the

Association, as they may be amended from time to time. The “**Bylaws**” shall refer to those Bylaws adopted by the Association, as they may be amended from time to time.

2.2 Base Assessment. Assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses, as determined in accordance with Section 8.1.

2.3 Board of Directors or Board. The body responsible to the Members for operations of the Association, selected as provided in the Bylaws and generally serving the same role as a board of directors under Wyoming corporate law. The Board of Directors may also be referred to as the “**Board.**”

2.4 Building. The structure constructed or located on the Real Property pursuant to this Declaration.

2.5 Common Elements. The General Common Elements, Limited Common Elements, Limited Common Elements – Mechanical, Limited Common Elements–Storage, Limited Common Elements – Parking, and Limited Common Elements – Patio, Limited Common Elements – Third Floor, in the aggregate, or a portion thereof, as the context requires. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners in the proportions provided in **Exhibit A** attached hereto and incorporated herein, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his or her Unit, which right shall be appurtenant to the Unit.

2.6 Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Units including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

2.7 Declarant. As defined in the initial paragraph of this Declaration.

2.8 Governing Documents. A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws, the Articles and the Master Rules and Regulations, if any, as they may be amended.

2.9 General Common Elements. The entire Project excepting all Units and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveway, parking areas, the land, the courtyards, the lobbies, stairways, and corridors, not designated as LCE; (ii) all appurtenances; (iii) all pipes, ducts, flues, chutes, conduits, wires and other utility installations to (but not at) the outlets; and (iv) such component parts of walls, floors, ceilings, columns, roofs and other structures and installations that are outside of the Unit boundaries as delineated or described on the Condominium Plat. General Common Elements may be referred to herein and on the Condominium Plat as “**General Common Element**” or “**GCE.**”

2.10 Limited Common Elements. Those portions of the Common Elements as described by Wyoming Statute Section 34-20-103 as designated on the Plat or in this Declaration or in any amendment or supplement thereto, for the exclusive use of one or more but fewer than all of the Units. Limited Common Elements may be referred to herein or on the Condominium Plat as “**Limited Common Element**” or “**LCE.**”

2.11 Limited Common Elements – Mechanical. Those Limited Common Elements for the exclusive use of one or more Condominium Units as mechanical support systems as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one of more separately recorded instruments. Limited Common Elements – Mechanical may also be referred to herein and on the

Condominium Plat as “**Limited Common Elements – Mechanical,**” “**LCE-Mechanical,**” or “**Mechanical Limited Common Elements.**”

2.12 Limited Common Elements – Parking. Those Limited Common Elements for the exclusive use of one or more Condominium Units as parking as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Parking may also be referred to herein and on the Condominium Plat as “**Limited Common Elements – Parking,**” “**LCE – Parking,**” or “**Parking Limited Common Elements.**”

2.13 Limited Common Elements - Patio. Those Limited Common Elements for the exclusive use of one or more Condominium Units as a deck as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Patio may also be referred to herein and on the Condominium Plat as “**Limited Common Elements – Patio,**” “**LCE – Patio,**” or “**Patio Limited Common Elements.**”

2.14 Limited Common Elements – Storage. Those Limited Common Elements for the exclusive use of one or more Units as storage as designated by the Declarant herein, on the Plat and/or in one or more separately recorded instruments. Limited Common Elements – Storage may also be referred to herein and on the Plat as “**Limited Common Element – Storage,**” “**LCE – Storage,**” “**LCE – S**” or “**Storage Limited Common Elements.**”

2.15 Limited Common Elements – Third Floor. “Limited Common Elements – Third Floor” means those Limited Common Elements for the exclusive use of the third floor residential Units as designated and as shown on the Condominium Plat. Limited Common Elements – Third Floor may also be referred to herein and on the Plat as “**Limited Common Element – Third Floor,**” “**LCE – Third Floor,**” “**LCE – TF**” or “**Third Floor Limited Common Elements.**”

2.16 Limited Common Expense. A Common Expense that does not benefit all Units, such as those expenses incurred with respect to the Limited Common Elements.

2.17 Master Rules and Regulations. The Master Rules and Regulations are the Rules and Regulations adopted by the Board, if any, pursuant to Section 3.2 hereof.

2.18 Member. A Person subject to membership in the Association pursuant to Section 6.2.

2.19 Mortgage. Any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

2.20 Mortgagee. Any person, or any successor to the interest of such person, named as the mortgagee, trust beneficiary, or creditor under any Mortgage under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

2.21 Occupant. Any person or persons in possession of a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or persons.

2.22 Owner. Any person or entity, including Declarant, at any time owning a Unit. The term “Owner” shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.23 Person. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.24 Plat or Final Plat or Condominium Plat. The Final Plat of 645 Cache Condominiums, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, consisting of a plat of the Real Property, showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit numbers identifying the Units and the General Common Elements and Limited Common Elements, together with such other information as may be included therein in the discretion of the Declarant.

2.25 Public Records. The official records of the Clerk of Teton County, Wyoming.

2.26 Special Assessment. Assessments levied in accordance with Section 8.3.

2.27 Specific Assessment. Assessments levied in accordance with Section 8.4.

2.28 Supplemental Declaration. An instrument filed in the Public Records pursuant to Article IX that imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.29 Unit or Condominium Unit. Those certain individual air spaces as designated and delineated on the Plat. Each Unit shall consist of that part of the Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plat. The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings (including common walls to separate Units) shall be a part of the Common Elements. In addition, each Unit shall include the following: (a) all spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames and all other fixtures and improvements within the boundaries of the Unit; (b) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Unit; and (c) all heating, hot water and air conditioning apparatus exclusively serving the Unit. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical perimeter windows and doors themselves are part of the Common Elements as herein defined.

ARTICLE III USE AND CONDUCT

3.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements and restrictions that govern the Properties. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology that inevitably will affect the Project, its Owners and residents. Toward that end, this Article establishes procedures for modifying and expanding the initial Master Rules and Regulations.

3.2 Rule Making Authority.

(a) The Board shall prepare and adopt the initial Master Rules and Regulations. Subject to the terms of this Article 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 the Master Rules and Regulations. The Board shall send notice by e-mail to all Owners concerning any such proposed action at least thirty (30) days prior to the Board meeting at which time such

action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by more than fifty percent (50%) of the total votes entitled to vote on the matter, and subject to the foregoing provisions. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then is subject to the outcome of such meeting.

(b) The Members, at an Association meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations by a vote of more than fifty percent (50%) of the total votes entitled to vote on the matter pursuant to the Bylaws of the Association.

(c) At least thirty (30) days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Master Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Master Rules and Regulations then in effect to any requesting Member or Mortgagee.

3.3 Owners' Acknowledgment and Notice to Purchaser. All Owners are given notice that use of their Unit is limited by 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 that the use and enjoyment and marketability of his or her Unit can be affected by this Declaration and the other Governing Documents and that the Master Rules and Regulations may change from time to time. All purchasers are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Master Rules and Regulations or any other Governing Documents may be obtained from the Association, or if no Association has yet been formed, from the Declarant.

(a) Furthermore, the Properties lie in close proximity to a mixed use development, public spaces and recreational area with commercial, retail, office, hotel, recreational and meeting uses, which may generate sound, light, traffic, snow plowing and removal and other conditions at various times of the year that may be audible and visible to Owners. Each Owner and occupant of a Unit acknowledges that such conditions may exist and may be objectionable to some persons, and further acknowledge and agree that neither the Declarant nor the Association have any ability to control such operations or activities. By acceptance of a deed for their Unit, each Owner acknowledges that the operations in the vicinity of the Properties may include various activities and special events that create noise, attract crowds, and increase traffic in and around the Properties. Each Owner and occupant of a Unit acknowledges that such events and activities may result in nuisances or hazards to persons and property on or in the vicinity of such events and activities.

(b) In addition, Ownership of real property in mountain areas involves certain inherent inconveniences. These include, but are not limited to, (a) dripping water onto patios and porches from snow melt, (b) snow and ice build-up on patios and porches and sliding from these surfaces during winter months, and (c) other inconveniences arising from the sometimes-variable weather conditions in the Rocky Mountains. The Units are or will be located in proximity to (i) various retail, commercial, office, hotel and restaurant and bar uses, and (iii) other proposed and potential future residential, rental, or commercial developments in the vicinity, all of which may emit or produce light, noise, sounds, music, vehicle and pedestrian traffic, shading, view interruption or other nuisances or inconveniences that could affect an Owner's use and enjoyment of a Unit.

3.4 Signs. No signs whatsoever, including, but without limitation, commercial, political and similar, visible from neighboring Units, shall be erected or maintained upon any portion of the Building (including patios), except:

(a) Standardized unit number signs to be installed by Declarant outside the entrance of each Unit and additional identification panel(s) may be installed by the Association on the Building in a location to be determined by the Board.

(b) Those signs protected by law as set forth in Section 3.5.

(c) Those signs permitted by the reserved right of Declarant and its agents pursuant to Section 9.4.

The Board or its designee shall have the right to enter a Unit or the Properties and remove any sign in violation of this Article III and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Unit, the Building or the sign in removing the non-conforming sign, and all costs of removing and caring for the non-conforming sign as incurred by the Board shall be assessed against the applicable Unit Owner.

3.5 Protection of Owners and Others. No rule shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment) or in the initial Master Rules and Regulations.

(a) **Equal Treatment.** Similarly situated Owners shall be treated similarly by the Board and the Association; however, the Master Rules and Regulations may differ between floors and unit types.

(b) **Displays.** The rights of Owners to display political, religious and holiday signs, symbols, and decorations inside their Units shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside a Unit. Such restrictions may be contained in the Master Rules and Regulations. No rules shall regulate the content of political signs. In addition to the foregoing, no Owner will display, hang or otherwise exhibit any banners, flags, placards, pictures or similar ornamentation of any kind in the windows of its Unit so as to be visible from the exterior of the Project.

(c) **Household Composition.** No rule shall interfere with the freedom of Owners to determine the composition of their households, provided, however, that the occupancy of each Unit shall be in accordance with the Town of Jackson land use regulations and zoning ordinances.

(d) **Activities Within Dwellings.** No rule shall interfere with the activities carried on within the confines of dwellings, except as otherwise provided in this Declaration. Notwithstanding the foregoing, the Association may restrict or prohibit any activities in Units that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, as applicable, that generate excessive noise or traffic, that create unsightly conditions visible outside a Unit, or that create an unreasonable source of annoyance as reasonably determined by the Board.

(e) **Insurance Rates.** Nothing shall be done or kept on the Properties that would increase the rate of insurance or cause the cancellation of insurance for any Unit or the Common Elements without prior written approval of the Board.

(f) **Allocation of Burdens and Benefits.** No rule shall alter the allocation of financial burdens among the various Units, as applicable, to the detriment of any Owner over that Owner's objection expressed in writing to the Association. This provision does not affect the right to increase the amount of assessments as provided by Article VIII.

(g) **Abridging Existing Rights.** If any rule would otherwise require an Owner to dispose of personal property that they maintained in or on a Unit prior to the effective date of such rule, or to vacate a Unit in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owner without their written consent.

(h) **Rights to Develop.** No rule or action by the Association or Board shall impede the Declarant's right to develop the Properties or any property annexed into the regime of the Properties as provided for herein.

(i) **Unsignhtliness.** The Limited Common Elements, including parking spaces, hallways, stairs, decking, walkways and patios, shall be kept in a neat and orderly fashion at all times. No exterior area may be used for the storage of recreational equipment.

The limitations in subsections (a) through (i) of this Section 3.5 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XIII.

3.6 Domestic Animals. Subject to the provisions of this Section 3.6, each Unit shall be entitled to house Household Pets as defined herein. The term "Household Pet(s)" means generally recognized Household Pets such as dogs, cats, and birds. Household Pets may not be kept for any commercial purpose, may not cause an unreasonable amount of noise, odor, or waste, and may not otherwise become a nuisance to other Owners. All Owners or Occupants desiring to keep a Household Pet in a Unit shall make application to the Board on a form provided by the Board in order to be allowed to maintain a Household Pet in a Unit. The Board shall review and approve all applications and may review and approve such applications in its sole discretion, subject to applicable Federal or State laws. All Owners or Occupants with approved Household Pets shall keep the animals restrained within the Common Elements in accordance with applicable leash laws, and shall clean up after their Household Pet. The Association may require an Owner, at its own expense, to remove a Household Pet (even a previously approved Household Pet) determined by the Association to be a noisy animal or a nuisance pet; the Association may assess a penalty of \$500.00 per animal, per violation. On the third violation, in addition to the foregoing penalties, the noisy animal or nuisance shall be removed from the Properties and the Association has the right, in its sole discretion, to terminate the right of an Owner to keep Household Pets on the Properties. No owner or keeper of any animal who is visiting or working on the Properties shall be permitted to allow such animals to run free or be leashed to any outdoor fixed object. The Owner of a Unit where a Household Pet is kept, as well as the legal owner of such 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 driveways, walkways or Common Elements affected by such Household Pet. 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 Properties or in a Unit thereof.

3.7 Vehicle Parking, Storage, Operation and Repair.

(a) All parking on any portion of the Plat is subject to the provisions of the applicable Governing Documents, and no party subject to this Declaration shall cause, or permit any party acting by or through such party to cause, any violation of the Governing Documents' provisions as to parking.

(b) Unless indicated otherwise herein, the parking spaces (“**Parking Spaces**”) are reserved by the Declarant until such time as the individual Parking Spaces shall be assigned by the Declarant to an Owner for his or her exclusive use. The Declarant may assign parking spaces in a deed for a given Unit, and Declarant may, but shall not be required to, record a Supplemental Declaration setting forth the assignment of parking spaces. After assignment of Parking Spaces by the Declarant, the Board may establish rules concerning the use of the Parking Spaces. The Board shall not have any control over the use or disposition of those Parking Spaces not assigned to an Owner by the Declarant. The Board shall also have full power and authority to regulate the Parking Spaces and all storage on the Property. The Declarant shall have the authority to dedicate or subject Parking Spaces to cross-parking easements for the benefit of nearby property.

(c) Any visitor parking areas designated within the Property may be used only for short-term parking of the vehicles of guests and invitees of Owners.

(d) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), snowmobiles, go carts, recreational vehicles, golf carts, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the “**Prohibited Vehicles**”) shall be parked or stored in or upon the Project, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on the Project. Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on Project for loading, delivery or emergency purposes, but only for the time required to accomplish such purpose, and as necessary for the construction or maintenance of the Properties upon compliance with the Master Rules and Regulations. An “abandoned or inoperable vehicle” shall mean any motorized vehicle that does not display a current valid motor vehicle license and registration tag or that does not have an operable propulsion system within the vehicle.

(e) If 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 remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the relevant Owner, all without liability on the part of the Board.

3.8 Nuisance. No noxious or offensive activity shall be carried on upon the Properties or any Unit within the Properties, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners or occupants in their enjoyment of their Unit, or in their enjoyment of the Common Area. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Properties and improvements located thereon, shall be placed or used upon any Unit. Subject to any alternative provisions set forth in the Rules and Regulations, smoking at any time is prohibited in any area of the Project, both within Units and within Common Elements, whether General Common Elements or Limited Common Elements, and whether enclosed or outdoors. This policy applies to all Owners, tenants, guests, employees, and servicepersons. The term “smoking” means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, or pipe, or similar product in any manner or in any form.

3.9 Hunting; Fireworks. No hunting or discharge of firearms shall be permitted on any portion of the Properties. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Properties; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

3.10 Garages. Subject to the reservation of Declarant set forth in Section 9.2, only the Owners of those Units assigned and allocated parking spaces and LCE-Storage (and their tenants and invitees) shall be permitted to enter the garage areas where such parking and storage is located. The Owners of such Units (and their tenants and invitees) shall use the assigned parking spaces and LCE-Storage assigned and allocated to each Unit in accordance with the provisions of this Declaration, and the Master Rules and Regulations. The garage within the Building is LCE-Parking and is hereby assigned and allocated to Unit 301 and Unit 302. Subject to the provisions of this Declaration, Unit 301 shall have the exclusive use of the northern two parking spots within the garage, and Unit 302 shall have the exclusive use of the southern two parking spots within the garage.

3.11 Approval of Window Coverings. The Board shall have the right to approve all window coverings on windows of Units contained within exterior walls. Each Owner shall submit to the Board a written request for approval of exterior window coverings, which request shall contain a description of such window coverings and any other documents or samples required by the Board for review of the request. The Board shall thereafter review the request and respond in writing to the applying Owner within fifteen (15) days of receiving the request either approving or denying the request for approval. If the request is denied, such Owner shall be prohibited from installing such window coverings. Failure by the Board to respond within the fifteen (15) day deadline shall be deemed approval of the request.

3.12 Storage of Firewood; Exterior Fires. The cutting and storage of firewood and flammable materials by an Owner is prohibited on the Property. Exterior fires are prohibited on the Property, except for gas barbeque fires contained within gas barbeque receptacles but in no event may charcoal grills, outdoor chimneys (or chimeneas), wood or similar cooking smokers, or fire pits be permitted on the Properties. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property.

3.13 Restrictions Regarding Exteriors. No changes, modifications or improvements may be made to the exterior of any Unit without the approval of the Board. The following items are prohibited from being attached, stored or erected in any manner by an Owner on the LCE-Patio, or within the General Common Elements: window boxes, hammocks, bird feeders, plastic flower/plant containers, umbrellas, sunshades, bicycles or any other recreational device (including kayaks, ski equipment, playground equipment and similar items), trash containers, decorative flags, prayer flags, signs, banners, placards, pictures, screens, outside clothing lines or other outside clothes drying or airing facilities, string lighting, children's toys or equipment, or any similar items. For each violation of this Section, the Association may assess a penalty of \$200.00 per violation, per day while the violation continues in addition to the other remedies set forth in this Declaration.

3.14 Satellite Dishes. No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit, on the exterior of the Building and/or within the LCE-Patio. Declarant or the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Building.

ARTICLE IV IMPROVEMENTS; MAINTENANCE AND REPAIR BY OWNERS

4.1 General.

(a) **Units.** No improvements to a Unit or LCE-Patio shall take place except in conformance with this Article IV. Any Owner may remodel, paint or redecorate the interior of its Unit without approval of the Board. However, modifications to LCE-Patio or similar portions of a Unit visible from structures outside of a Unit shall be subject to approval of the Board and the ARC. Notwithstanding

anything to the contrary contained in this Declaration, in no event will the Owner of a Unit alter any structural element of the Project without the express written approval of the Board and the ARC.

(b) **Architectural Review Committee.** Declarant shall appoint the two (2) initial members to the ARC and all replacements as long as Declarant owns any of the Units or any of the lands subject to annexation to this Declaration. Thereafter, all of the members of the ARC shall be appointed by the Board. The members of the ARC shall each serve a three (3) year term, with multiple terms allowed. The ARC may establish and charge reasonable fees to reimburse the ARC for review of applications hereunder and may require such fees to be paid in full prior to review of any application pursuant to this Article. The ARC may employ architects, engineers or other persons as deemed necessary to perform the review. The ARC shall include the reasonable compensation of such persons, if any, in the fee charged by the ARC to the applying Owner.

(c) **ARC Approvals.** Approval pursuant to this Article shall be in the sole and absolute discretion of the ARC. The Declarant shall have sole and full authority to amend this Article as long as it owns any portion of the Property, notwithstanding the reviewing authority of the ARC, unless Declarant delegates the power to amend to the ARC. Upon termination or delegation of the Declarant's right to amend, the ARC shall have the authority to amend this Article with the consent of the Board. Any amendments to this Article shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to this Article, and such amendments may remove requirements previously imposed or otherwise make this Article less restrictive.

(d) **Procedures.** Prior to commencing any work within the scope of this Article ("Work"), an Owner shall submit to the ARC an application for approval of the proposed Work in such form as this Article or the ARC may specify, along with any fees required for review, such fees to be set by the ARC from time to time. Such application shall include plans and specifications in compliance with this Article showing square footage, site layout, interior materials and colors, lighting, and other features of proposed construction, as applicable ("Plans"). The ARC may require the submission of such additional information as may be reasonably necessary to consider any application. The Plans shall be in such form and shall contain such information as may be reasonably required pursuant to this Article. In reviewing each submission, the ARC may consider any factors it deems relevant, including without limitation, the harmony of interior design with surrounding Units and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

- (1) The ARC shall, within thirty (30) days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The ARC may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. If the ARC fails to respond in writing within thirty (30) days of submission, approval shall be deemed to have been given, with the exception of any development proposed that is not in compliance with the Final Development Permit, which will be deemed automatically disapproved and denied. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with this Article unless a variance has been granted pursuant to Subsection (8). Notice shall be deemed to have been given at the time the envelope

containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

- (2) Until expiration of the Declarant's rights under this Article, the ARC shall notify the Declarant in writing within three (3) business days after the ARC has approved any applications relating to proposed Work within the scope of matters delegated to the ARC by the Declarant. The notice shall be accompanied by a copy of the application and any additional information which the Declarant may require. The Declarant shall have ten (10) days after receipt of such notice to veto any such actions, in its sole discretion, by written notice to the ARC and the applicant.

(e) **No Waiver of Future Approvals.** Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of this Article, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or Plans for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

(f) **Variances.** The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless approved in writing by the ARC; (b) be contrary to this Declaration; or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(g) **Limitation of Liability.** The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements or compliance with plans and specifications. Neither the Declarant, the Association, the Board, any committee, nor member of any of the foregoing shall be held liable for general site work or for any defects in plans revised or approved hereunder. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Association as provided in Section 7.6.

(h) **Certificate of Compliance.** Any Owner may request that the ARC issue a certificate of architectural compliance certifying that there are no known violations of this Article. The ARC shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificate. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

(i) **Lighting.** Lighting fixtures shall not cause a nuisance to any adjacent Units. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door or other opening in the building.

4.2 Enforcement. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Declarant, nor the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this Section. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article.

4.3 Development and Use Restrictions. All development of the Properties shall conform to the following requirements:

(a) **Land Use and Zoning Ordinances.** Conformity with any and all applicable land use regulations and zoning ordinances of the Town of Jackson, Wyoming shall be required, in addition to the requirements of this Declaration.

(b) **Authorized Use for Units; Third Party Property or Management Leasing Service Companies.** Residential use shall be permitted in Units 301 and 302, together with the keeping of Household Pets subject to the limitations set forth in this Declaration. Commercial uses, such as office and retail, shall be permitted in Unit 101 and Unit 201. Restaurants, bars and similar food service operations shall not be permitted uses within Unit 101 and Unit 201. In the interest of assuring consistent and high-quality maintenance and operation of the Units, all companies providing property management or leasing services to the Units, and all programs by which such services or activities are to be provided or undertaken with respect to the Units, shall be subject to prior approval by the Board, provided, however, that such approval shall not result in retention of property management companies charging fees in excess of normal and customary rates for similarly situated properties in the local market.

4.4 Maintenance by Owners. Each Owner shall maintain, repair and replace, at such Owner's expense, all portions of the Owner's Unit, including internal installations such as appliances, heating, plumbing, electrical and air conditions fixture, and any other utility service facilities located within a Unit. It is also each Owner's responsibility to maintain, repair and replace, at such Owner's expense, the appurtenances to such Owner's Unit, including, without limitation, windows, doors, sliding doors, vestibules and entry-ways, and of all associated structures and fixtures therein. The forgoing obligations include, without limitation, the responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances. Subject to the Association's reservation set forth in Section 8.4(a), each Owner shall remove all snow, leaves and debris from the decking (LCE-Patio) appurtenant to such Owner's Unit, in each instance without material adverse impact on any other Owner's use or enjoyment of its Unit or any Common Element, however notwithstanding anything herein to the contrary, the responsibility to maintain the staining and/or painting of the decking (LCE-Patio) shall be the responsibility and expense of the Association. If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace, the Declarant and/or the Association shall be authorized, after providing fifteen (15)

days' notice to the Owner, to enter upon the Unit to cure such failure and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

4.5 Limited Common Elements – Storage. The following items are prohibited from being stored within a Limited Common Elements - Storage: paint, highly flammable materials, food products and any item that attracts vermin or produces an odor.

ARTICLE V CONDOMINIUM DECLARATION

5.1 Estates of an Owner. The Project is hereby divided into Condominium Units, each consisting of a separate interest in a Condominium Unit and an undivided interest in common in the Common Elements in accordance with the Final Plat which sets forth the Common Elements appurtenant to each Condominium Unit. The percentage of ownership interest in the Common Elements which is to be allocated to each Unit for purposes of voting, taxes, assessments and other charges under Wyoming statute § 34-20-104(a) and for purposes of liability shall be the same as set forth on **Exhibit A**. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The legal description of each Unit shall be as provided in Article V herein and as shown on the Condominium Plat.

5.2 Title. Title to a Condominium Unit may be held or owned by an entity and in any manner in which title to any other real property may be held or owned in the State of Wyoming.

5.3 Inseparability. No part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be separated from any other part thereof during the period of Condominium Unit ownership prescribed herein, so that each Condominium Unit and the undivided interest in the Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium Unit shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium Unit, together with all appurtenant rights created by law or by this Declaration.

5.4 Partition Not Permitted. The Common Elements shall be owned in common by all owners of Units and no Owner may bring any action for partition thereof.

5.5 Owner's Right to General Common Elements and Limited Common Elements. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the General Common Elements shown on the Final Plat and defined herein. Each Owner shall have the exclusive right to use and enjoy the Limited Common Elements designated to such Owner on the Final Plat.

5.6 Taxes and Assessments. 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. If any taxes or special district or other assessments may, in the opinion of the Association, become a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefore. Each Owner shall pay the taxes or assessments assessed against her/his Condominium Unit, or interest therein, or his/her interest in the Common Elements or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Common Elements in proportion to her/his interest in the Common Elements, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at eighteen percent (18%) per annum from and after the time the same

becomes payable by each Owner and shall be secured by the lien created by Sections 8.8 and 8.9 hereof. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Common Elements shall be apportioned among the Owners of Condominium Units as provided in Article VIII hereof.

5.7 Owner's Rights with Respect to Interiors. Except as provided in this Declaration, each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors, doors and clean the exterior and interior surfaces of the windows, all of which form the boundaries of his/her Condominium Unit and all walls, ceilings, floors, and doors within such boundaries.

5.8 Declarant's Right Incident To Construction. Declarant, and persons it shall select, shall have the right to ingress and egress over, upon, and across the Common Elements, the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project.

5.9 Legal Description. 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 Final Plat and this Declaration as each appears on the records in the Office of the Teton County Clerk, in the following fashion:

*Unit [insert unit number] of 645 Cache Condominiums, to be shown on the Final Plat of 645 Cache Condominiums to be filed in the Office of the Clerk of Teton County, Wyoming (the "**Plat**"), and described in the Declaration of Condominium for 645 Cache Condominiums (the "**Declaration**") to be recorded contemporaneously with the Plat and all supplements and amendments thereto, and such descriptions will be construed to describe the unit, together with all interests appurtenant thereto, including the appurtenant undivided interest in the Common Elements, as defined in the Declaration (together, the "**Unit**" or the "**Real Property**").*

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

5.10 Right to Combine Units. Declarant reserves the right for itself and for each Owner to physically combine the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Units in the future. Declarant reserves the right for itself and for each Owner to designate and convey to any purchaser of such combined Units as additional Limited Common Elements any walls, floors, or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become Common Elements if the combined Units become subject to separate ownership in the future.

ARTICLE VI THE ASSOCIATION AND ITS MEMBERS

6.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming.

6.2 Membership. Every Owner of a Unit, by virtue of their purchase of a Unit or the acceptance of a deed therefore, shall be a Member of the Association. There shall be only one membership

per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(a), and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Master Rules and Regulations.

6.3 Voting. The Association shall have one class of membership. The total number of votes that may be cast by all members of the Association shall be set as provided for in the Bylaws, and each Owner shall be entitled to vote in the percentages shown on **Exhibit A** attached hereto. All votes shall be cast as provided in Section 6.3(a).

(a) **Exercise of Voting Rights.** The vote for each Unit owned by a Member shall be exercised by the Owner of the Unit. In any situation where there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it in a conflicting manner.

(b) **Commencement of Voting Rights.** Voting rights as to each Unit shall vest upon the commencement of assessment obligations for such Unit.

6.4 Association Board of Directors. The Association shall have not less than three (3) nor more than seven (7) directors. Notwithstanding any other provision set forth herein or in any of the Governing Documents, the initial Board and all replacements shall be appointed by the Declarant for three (3) year terms until the expiration of the Declarant rights as provided in Section 9.11. Each director appointed by the Declarant shall serve (irrespective of the expiration of a term) until the earlier of the appointment of his or her successor by Declarant, or his or her death, resignation or removal. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

ARTICLE VII ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property.

(a) The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property.

(b) The Declarant and its designees may convey real or personal property to the Association and the Association shall accept such property.

7.2 Maintenance of Common Area.

(a) The Association shall maintain, repair and replace all utility services or other types of elements and easements that are utilized in common, such as, but not limited to, sewer or water lines, up to the connection point at the boundary of each Unit.

(b) The Association shall maintain, in accordance with the Governing Documents, the General Common Elements as designated on the Final Plat, including but not limited to, the maintenance,

repair and replacement of all heat pumps utilized by more than one Unit, siding, roofing, exterior windows, exterior doors, stairwells, driveways, foyers, trees, and sidewalks.

(c) The Association shall maintain and repair all parking surfaces that are within the Limited Common Elements - Parking.

(d) The Association shall maintain and repair all foyers and stairwells within the Limited Common Elements.

(e) The Association shall maintain and repair the doors located within the Limited Common Elements – Storage.

The Association shall enter into a property management and/or maintenance contracts with service providers to carry out the routine operations and customary or normal repairs for the items listed above and in the Project's maintenance manual which describes the required maintenance procedures for the various components and systems of the Project. The Association shall also budget for annual inspections of major systems, including the roof, curtain walls, common HVAC components and common fire sprinkler components.

The costs associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace in the GCE shall be a Common Expense; provided, if the Board reasonably determines that the expenses associated with the maintenance, repair or replacement is necessitated by the act, negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such maintenance, repair or replacement against such Owner(s) and their Units as a Specific Assessment.

Any expense associated with the maintenance, repair or replacement of improvements within a Limited Common Element shall be assessed as a specific assessment against the Units to which the Limited Common Element is assigned. If the LCE is jointly assigned to several Units, such expense shall be prorated equally among such Units.

7.3 Insurance.

(a) **Required Coverages.** The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all Units and insurable improvements within the Properties. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements (including all Units) under current building ordinance and codes;

(ii) Commercial general liability insurance on the Common Elements and Units, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence, with an aggregate limit of not less than \$2,000,000, with respect to bodily injury and personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person

would obtain, the Association shall have the option to obtain such additional coverages or limits. If the policy does not contain "severability of interest" in its terms, the Association shall acquire an endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners;

(iii) Such additional insurance as the Board, in its best business judgment, determines advisable; and

(iv) In addition to the foregoing insurance policies and other additional policies required by the Board in its best business judgment as set forth in Section 7.3(a)(i)-7.3(a)(iii), above, the Association shall obtain Directors and Officers insurance in an amount not less than one million dollars (\$1,000,000.00) covering the Board of Directors and its individual members and creating liability protection for economic loss resulting from business-related negligence, errors or wrongdoing on the part of the Board of Directors and its individual members, excepting from such coverage fraudulent or criminal conduct on the part of the Board. Such Directors and Officers insurance policy shall protect individual directors and officers from losses not indemnified by the Association pursuant to this Declaration or other Governing Instruments, and shall cause the insured Board of Directors and individual members thereof to be insured, indemnified and defended against any claims, liabilities or amounts that the Board of Directors may be obligated to pay or answer for claims made against the Board or its individual members.

Premiums for all insurance on the Common Elements and the Units shall be assessed by the Board as a Common Expense. Premiums for all insurance on the Units shall be assessed against the Unit Owners as a Specific Assessment the cost of which shall be divided pro-rata among the Unit Owners according to those percentages set forth on **Exhibit A**.

(b) **Policy Requirements.** All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage except for the deductible attributable to the insured loss of an insured Unit the cost of which shall be a Specific Assessment as provided for in Section 7.3(a). However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with procedures adopted by the Board, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Unit as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) Be written with a company authorized to do business in the State of Wyoming or authorized to do business as an approved surplus lines carrier in the State of Wyoming;

(ii) Be written in the name of the Association as trustee for the benefited parties, including the Declarant.

(iii) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) Contain an inflation guard endorsement;

(v) Include an agreed amount endorsement if the policy contains a co-insurance clause;

(vi) Provide a waiver of subrogation under the policy against any Owner or family member of an Owner;

(vii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(viii) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association;

(ix) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss; and

(x) Be issued by insurance companies having an “A-” rating or better by Standard and Poor’s, and if not rated by Standard & Poor’s, then a rating of “A-” by A.M. Best Company.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(xi) A waiver of subrogation as to any claims against the Association’s Board, officers, employees, and its manager, its attorneys, the Owners and their tenants, servants, agents, and guests;

(xii) A waiver of the insurer’s rights to repair and reconstruct instead of paying cash;

(xiii) An endorsement excluding Owners’ individual policies from consideration under any “other insurance” clause;

(xiv) An endorsement requiring at least thirty (30) days prior written notice to the Association and to all Mortgagees and Guarantors of Units of any cancellation, substantial modification, or non-renewal;

(xv) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any related to the loss.

(c) **Restoring Damaged Improvements.** In the event of damage to or destruction of property that the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the property shall be repaired or reconstructed unless the Board, using reasonable judgment and in reliance upon professional estimates and advice, determines either that (i) such full repair and/or restoration is physically impossible; or (ii) available insurance proceeds are less than

eighty percent (80%) of the cost of such repair and/or restoration, and at least seventy-five percent (75%) of the Owners of damaged or destroyed Units decide, within sixty (60) days after the determinations set forth in (i) and (ii) above have been made, not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the insured improvements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are determined based upon the square footage size of each Unit and the insurance proceeds available. All mortgages, liens and other charges against the Units shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s).

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners of Units, as appropriate, and placed in a capital improvements account.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

(d) **Insurance Obtained by Owners/Non-liability of Association.** The issuance of insurance policies to the Association pursuant to this Article VII shall not prevent the Owner of any Unit from obtaining insurance for its own benefit at its own expense covering its Unit, its personal property and providing liability coverage. Notwithstanding the obligation of the Association to obtain insurance coverage as stated in this Declaration, neither the Declarant nor the Association, or their respective officers, directors, employees, members or agents, shall be liable to any Owner or any other party if any risks or hazards are not covered by the insurance to be maintained by the Association or if the amount of the insurance is not adequate, and it shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for any additional insurance coverage and protection that the Owner may desire. Each Owner or tenant shall be solely responsible for securing insurance to protect their interest in their Unit and its contents.

7.4 Compliance and Enforcement.

(a) Every Owner and Occupant of a Unit shall comply with (1) the Governing Documents, (2) the codes, rules, ordinances and orders of the Town of Jackson applicable to their Unit and/or the Project, including those relating to rental of the Units, and (3) the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Project. The Board may impose sanctions for violation of the any of the foregoing after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

(i) Imposing reasonable monetary fines (which shall not, except in the case of nonpayment of assessments, constitute a lien upon the violator's Unit). In the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. The fine, in either circumstance, shall be a Specific Assessment against the Owner;

(ii) Suspending an Owner's right to vote;

(iii) Suspending any Person's right to use any Common Elements; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iv) Suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(v) Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) Requiring an Owner, at its own expense, to remove any structure or improvements in violation of Article III and/or Article IV 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 property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Any costs incurred by the Board in bringing a non-conforming Unit into compliance shall be assessed to such Owner as a Specific Assessment;

(vii) Without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article III and/or Article IV from continuing or performing any further activities in the Properties; and

(viii) Levying Specific Assessments to cover costs incurred by the Association, including reasonable attorneys' fees incurred, to bring a Unit into compliance with Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

(ix) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(x) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility after written notice specifying the maintenance required and a reasonable opportunity to perform such maintenance, 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.

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

All remedies set forth in the Governing Document shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The Association may enforce applicable town and county ordinances, if applicable, and permit the Town of Jackson, Wyoming to enforce ordinances within the Properties for the benefit of the Association and its Members.

7.5 Implied Rights; Board Authority. 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, or delegated to the ARC without a vote of the membership.

7.6 Indemnification of Officers, Directors and Others. The Association shall indemnify every current and former officer, director, and committee member against all damages and expenses, including attorney's fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under Wyoming law and the Bylaws.

7.7 Maintenance of Association Standing. The Association shall be obligated to maintain itself in good standing with the Wyoming Secretary of State and any other governmental entities having jurisdiction over the activities or existence of the Association.

ARTICLE VIII ASSOCIATION FINANCES

8.1 Budgeting and Allocating Common Expenses; Base Assessments. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each.

The Association is hereby authorized to levy Base Assessments against all Units subject to assessment under Section 8.6 to fund the Common Expenses. The liability for Common Expenses described herein shall be allocated to each Unit in accordance with those percentages set forth on **Exhibit A** for each Unit.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than thirty (30) days prior to the effective date of such budget. Such budget and assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.5.

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

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.5.

8.2 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for the Common Elements and other assets of the Association. The budgets 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 pursuant to Section 8.1, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

8.3 Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.5, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Unit if such Special Assessment is for an unbudgeted expense relating to less than all of the Properties. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

8.4 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Unit as follows:

(a) To cover the cost of providing services to a Unit or Limited Common Elements associated with such Unit, including but not limited to general maintenance and/or snow removal on LCE-Patio and LCE-Parking, the Association hereby reserving the right to retain one or more contractors to perform such maintenance and/or snow removal for all of the Units. Specific Assessments may be levied in advance; and

(b) To cover costs incurred in bringing a nonconforming Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the nonconforming Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section.

8.5 Limitation on Increases of Special Assessments. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association for actual costs for insurance required by Section 7.3 of this Declaration, the Board may not impose a Special Assessment that in the aggregate exceeds twenty percent (20%) of the budgeted Common Expenses for the current fiscal year, without one of the following: (i) a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, (ii) an action without meeting by written ballot in lieu thereof signed by all of the Members of the Association, or (iii) a determination by the Board that the amount of the Special Assessment is necessary because of an unexpected event or casualty or an emergency situation or the incurrence of actual costs of insurance.

For purposes of this Section, “quorum” means more than fifty percent (50%) of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term “Base Assessment” shall be deemed to include the amount assessed against each Unit for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation justifying a Special Assessment may be, but shall not be limited to, any one of the following:

- (a) An extraordinary expense required by an order of a court;
- (b) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or
- (c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which expense could not have been reasonably foreseen by the Board in preparing and distributing the budget as provided for in Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

8.6 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment. The Declarant hereby establishes that the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Sections 8.1 and 8.7, the obligation to pay the assessments provided for herein shall commence as to all Units on the first day of the month following the first conveyance of a Unit to an Owner not affiliated with the Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit. Any assessments collected but not spent prior to the Association incurring expenses shall be placed into the Association’s reserve account for maintenance, repair and replacement of the Common Elements and any other common amenities.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, annual assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.7 Personal Obligation.

(a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Unit shall remain subject to any liens imposed upon it pursuant to Section 8.8 herein.

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

No Owner may exempt himself or herself from liability for assessments by non-use of the Common Elements, by abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) **Declarant's Obligations for Assessments.** The Declarant is subject to the payment of assessments against Units that it owns.

8.8 Lien for Assessments. Each Owner, by his or her acceptance of a deed to a Unit, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Special Assessments, Specific Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs (including reasonable attorney fees) and other charges due hereunder, Declarant hereby retains, and each Owner by his or her acceptance of a deed to a Unit, hereby grants the Association and its agents a lien for such Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the Public Records, which shall include a description of the applicable Unit and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure, and the Declarant and each such Owner hereby expressly grant to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from

time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. Notwithstanding the foregoing, after any foreclosure or deed in lieu of foreclosure, such Unit shall remain subject to this Declaration and the new Owner of such Unit shall thereafter be personally liable for all charges of the type described above which relate to such Unit which become due after such new Owner acquires title to said Unit by foreclosure or by acceptance of a deed in lieu of foreclosure. All sums previously assessed hereunder but still unpaid after any foreclosure or deed in lieu of foreclosure shall remain the obligation of and shall be payable by the person foreclosed upon; *provided, however*, if such sum should prove uncollectible after reasonable efforts, then it shall be deemed to be a Common Expense, collectable from all of the other Owners, including the purchaser of the Unit at foreclosure, and shall be shared among such Owners in the same manner as other Common Expenses are shared. No sale or transfer of any Unit shall: (i) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Unit which become due prior to the date of such sale or transfer; or (ii) satisfy or extinguish the above-described lien in respect of such unpaid charges.

ARTICLE IX ADDITIONAL RIGHTS RESERVED TO DECLARANT

9.1 Expansion by the Declarant. Until twenty (20) years after the Declarant has sold 100% of the Properties subject to this Declaration, the Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the Properties ~~and does not materially adversely affect the value of the then existing Units prior to such annexation.~~ Such annexation shall be accomplished by the Declarant filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. In conjunction with annexation, Declarant shall have the right to amend this Declaration by Supplemental Declaration to reflect the facts of such annexation, including, but not limited to, amending the definitions of Common Elements and Limited Common Elements. Such Supplemental Declaration shall not require the consent of Members, and shall only require the consent of and execution by the Declarant and the owner of the annexed property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2 Additional Covenants and Easements. During the time that Declarant owns any real property subject to this Declaration, the Declarant may subject any portion of the Property to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. No such additional covenant or easement shall materially impact a Unit, the rights of an Owner or the Association's Base Assessment without such Unit Owner's prior written consent.

9.3 Effect of Filing Supplemental Declarations. Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Public Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

9.4 Marketing. Declarant reserves the right for itself and its agents to install and maintain flags, banners and/or signage within the Properties and to conduct sales activities within the Properties (including, but not limited to, conducting open houses for brokers and prospective purchasers within model Units and performing other forms of advertising) for purposes of marketing and advertising the Properties and its agents.

9.5 Budget Considerations. As additional properties are annexed to the Properties pursuant to this Article IX, the budget of the Association may be affected, as well as assessment obligations of the Owners as a result thereof. [No such budget or assessment modifications as a result of annexation of additional property shall materially increase an Owner's assessment without such Owner's prior written consent.](#)

9.6 Right to Assign Limited Common Elements – Storage; Parking Adjustments. Declarant hereby reserves the right to assign LCE - Storage and LCE-Parking to specific Units by filing Supplemental Declarations in the Public Records. The Board reserves the right to reassign and reallocate parking spaces among Unit Owners by Filing Supplemental Declarations, so long as each Owner has the parking it is entitled to under the provisions of this Declaration.

9.7 Right to Approve Additional Covenants. So long as Declarant owns any property subject to this Declaration, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

9.8 Right to Approve Changes in Master Rules and Regulations. No amendment to or modification of any Master Rules and Regulations shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns property subject to this Declaration.

9.9 Right to Appoint Members of Board. The Declarant hereby reserves the right to appoint and/or remove all members of the Board of Directors of the Association and any and all members of any committees created by the Board. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

9.10 Right to Delay Commencement of Association, Meetings or Assessments. The Declarant hereby reserves the right to delay the filing of the Articles for the Association, creation of Bylaws and Master Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as required hereunder and in the Bylaws. In the event that the Declarant elects to delay the creation of the association, the rights, but not the obligations, of the Association created by this Declaration are hereby assigned to the Declarant until such time as the Association is created. [No such delay shall extend after the date of a certificate of occupancy issued by the Town of Jackson Building Department for the Units.](#)

9.11 Right to Amend Plat. The Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Properties as determined by the Declarant. By accepting a deed for their

Unit, an Owner acknowledges the Declarant's rights as set forth in this Section 9.11 and expressly consents thereto.

9.12 Termination of Rights. The rights contained in this Article shall not terminate until the Declarant, or any party controlled by or under common control with Declarant, is no longer a record owner of any real property subject to this Declaration unless Declarant elects to terminate such reservations at an earlier date. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

9.13 Right to Meeting Minutes, Meeting Attendance. Notwithstanding the limitations set forth in Section 9.12, the Declarant shall be provided complete minutes of all meetings of the Association or the Board held during the period of ten (10) years following the date of Declarant's sale or other conveyance of the last of the Units to an unrelated third party. In addition, Declarant shall have the right, but not the obligation, to attend meetings of the Association or the Board for a period of ten (10) years following the date of Declarant's sale or other conveyance of the last of the Units to an unrelated third party, notwithstanding Declarant's earlier sale or other transfer of all of its interest in the Project. Declarant shall be provided notice of such meetings in the matter and upon the timeframes applicable to Owners.

9.14 Right to Cure Alleged Defects. Declarant hired Hoyt Architects ("Architect") to design the Project and ACM Wyoming, LLC ("Contractor") to construct the Project (collectively, "Project Personnel"). It is Declarant's and Project Personnel's intent that all improvements constructed or made by Declarant and Project Personnel in the Project be built or made in compliance with all applicable building codes and ordinances. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's and Project Personnel's responsibility therefor. It is Declarant's and Project Personnel's intent to resolve all disputes and claims regarding Alleged Defects (as defined below) amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the Association, the Board and all Owners shall be bound by the following claim resolution procedure:

(a) **Declarant's & Project Personnel's Right to Cure.** In the event the Association, the Board or any Owner or Owners (collectively, "Claimant") claim, contend or allege that any portion of the Project, including, without limitation, any Unit, and/or any improvements constructed on the Project, are defective or that Declarant and Project Personnel or any of their agents, consultants, contractors or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof (any of the foregoing, an "Alleged Defect"), Declarant and Project Personnel hereby reserves the right to inspect, repair and/or replace such Alleged Defect as set forth herein.

(b) **Notice to Declarant & Project Personnel.** In the event that a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant and Project Personnel in writing, at the address at which Declarant and Project Personnel maintain their principal place of business, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").

(c) **Right to Enter, Inspect, Repair, and/or Replace.** Within a reasonable time after the receipt by Declarant or Project Personnel of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect by Declarant or Project Personnel, as part of Declarant's and Project Personnel's reservation of rights, Declarant and Project Personnel shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit, and/or any improvements or other portion of the Project for the purposes of inspecting and, if deemed necessary by Declarant or Project Personnel, repairing and/or replacing such Alleged Defect. In conducting such

inspection, repairs and/or replacement, Declarant and Project Personnel shall be entitled to take any actions as they shall deem reasonable and necessary under the circumstances.

(d) **Legal Actions.** No Claimant shall initiate any legal action, cause of action, proceeding, reference or arbitration against Declarant or Project Personnel alleging damages (i) for the costs of repairing or the replacement of any Alleged Defect, or (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, unless and until (1) Claimant has delivered to Declarant and Project Personnel a Notice of Alleged Defect and (2) Declarant or Project Personnel have, within ninety (90) days after receipt of such Notice of Alleged Defect, either (x) failed to repair or replace such Alleged Defect or (y) if such Alleged Defect cannot reasonably be repaired or replaced within such ninety (90) day period, failed to commence such repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such repair or replacement to completion. Any such action undertaken on behalf of the Association shall also require, as a prerequisite to such action, the approval of not less than seventy-five percent (75%) of the Owners and not less than sixty-six percent (66%) of the Mortgagees. In the event an action is approved by 75% of the Owners, then the Association shall have full authority to pursue and resolve all claims on behalf of the Owners and all Owners will be bound by any resolution agreed to by the Association. In no event will Declarant or Project Personnel be liable for, nor shall any Claimant be entitled to pursue, consequential damages resulting from any Alleged Defect.

(e) **No Additional Obligations; Irrevocability and Waiver of Right.** Nothing set forth in this Section shall be construed to impose any obligation on Declarant or Project Personnel to inspect, repair or replace any item or Alleged Defect for which Declarant or Project Personnel is not otherwise obligated under applicable law. The right of Declarant and Project Personnel to enter, inspect, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by Declarant and Project Personnel in the Public Records.

(f) **Waiver.** Notwithstanding anything to the contrary in this Section 9.14, (i) Declarant hereby disclaims any representations and warranties in respect of, shall have no continuing liability to any Owner for, any design or construction defects (whether known or unknown) relating to the Project, including latent defects, and (ii) the provisions of this Section 9.14 in no way extend or modify any contractual waivers or statutes of limitation or statutes of repose.

(g) **Amendment.** Notwithstanding any other provision of this Declaration to the contrary, the provisions of this Section 9.14 may be amended only with the written consent of Declarant and Project Personnel, any such amendment being applicable only to Alleged Defects with respect to which a Notice of Alleged Defect is delivered after the date of such amendment.

ARTICLE X EASEMENTS

10.1 Easements in Common Elements. The Declarant grants to each Owner a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access, and enjoyment in and to the General Common Elements. The Declarant grants to each Owner (subject to the rules, regulations, and restrictions contained in the Governing Documents) an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are appurtenant to the Unit(s) owned by such Owner, which shall include without limitation the storage, decking, foyers, stairwells, bathrooms and parking areas. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Unit to which it is appurtenant.

The foregoing grants are subject to:

- (a) The restrictions, rules and regulations set forth in the Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitation contained in any deed or easement conveying such property or easement to the Association;
- (c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Elements;
- (d) The right of the Board to suspend the right of an Owner to use the Common Elements (i) for any period during which any charge or assessment against such Owner's Unit remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws.

Any Owner may extend his or her right of use and enjoyment of the Common Area to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit, subject to the terms and conditions of this Declaration, shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

10.2 Easements for Utilities and Infrastructure.

- (a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, prepared and recorded by Declarant and/or set forth on the Plat are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.
- (b) The Declarant hereby grants to the Association and each Owner of a Unit, and, so long as the Declarant owns a Unit, reserves for itself, and 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 Plat for the purpose of:
 - (i) Installing utilities and infrastructure, including without limitation, water and sewer systems, cable and other systems for sending and receiving data and/or other electronic signals; signage; security and similar systems; roads, sidewalks, bicycle racks, pathways and drainage systems; to serve the Properties;
 - (ii) Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Properties; and
 - (iii) Access to read utility meters.
- (c) All work associated with the exercise of the easements described in subsections (a) and (b) of 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. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on 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.

(d) In order to adequately serve each Unit and the General and Limited Common Elements, utility facilities may be constructed and may encroach on a Unit(s). An easement for such encroachment and for the maintenance of the same shall and does hereby exist.

10.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Common Elements as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Unit, but not to enter any structure thereon, for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with the Governing Documents and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. Some of the General Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all General Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the General Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the General Common Elements or to any Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the General Common Elements or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners of the General Common Elements; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article VIII.

10.4 Easements for Cross-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 Unit to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Unit and the Board.

10.5 Easement for Emergency Vehicles. The Properties are hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

10.6 Easement for Encroachments. If any part of the Common Elements encroaches or shall hereinafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereinafter encroach upon the Common Elements, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the 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 or any part thereof in accordance with the original plans and any encroachment due to building overhang or projection.

10.7 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to her/his Unit and to the Limited Common Elements designated for use in connection with his/her Unit, and shall have the right to the horizontal and lateral support of her/his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

ARTICLE XI AMENDMENT OF DECLARATION

11.1 By Declarant. In addition to any specific amendment rights granted elsewhere in this Declaration, until the earlier of: (a) the conveyance of all of the Units to an Owner unaffiliated with Declarant, or (b) twenty years from the date this Declaration is first recorded with the Clerk's Office of Teton County, Wyoming, Declarant may unilaterally amend or repeal this Declaration ~~for in order to~~ facilitate the orderly development of the Project or as necessary to comply with any purpose building permit or local zoning ordinance/regulation, provided that any such amendment or repeal does not materially adversely affect the rights or interests of any other Owner. Thereafter, and until such time as Declarant no longer owns any interest in the Project, Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) correct clerical, typographical or technical errors, or to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) enable any institutional lender, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or any successor or similar governmental authority to make, purchase, insure or guaranty mortgage loans on the Units; (iv) to satisfy the requirements of any local, state or federal governmental agency, including any department of real estate or real estate commission, (v) correct or reflect modifications to, or discrepancies in, the physical attributes of the Project, including the size, location and configuration of Units and Common Elements, that may have arisen during construction of the Project, or (iv) to satisfy the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Project.

In addition to the foregoing, for as long as Declarant owns a Unit, Declarant shall have the right to (a) relocate the boundaries of and between two adjoining Units, (b) physically combine a part of or combination of parts of the space of one Unit with a part of or combination of parts of the space within one or more adjoining Units, or (c) subdivide a Unit or part of a Unit to create additional Units (in each case, provided that the affected Units are owned by Declarant). Before exercising its rights herein, Declarant must obtain all necessary approvals from any governmental authority having jurisdiction over the Project before exercising its rights herein. Declarant shall be permitted to execute and record any amendment to the Declaration or the Condominium Plat, or both, effectuating the relocation of boundaries of, combination or subdivision, or redesignation of Unit(s). If Declarant requires, whether for title purposes, governmental approvals or otherwise, the Board shall ratify the action in connection with effectuating such relocation of boundaries, combination or subdivision, or redesignation of Unit(s), and take such necessary actions in connection therewith if the requirements in this section have been satisfied.

Notwithstanding the foregoing reserved amendment rights of Declarant, Declarant shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

11.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least sixty-six percent (66%) of the Members.

11.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third

party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within thirty (30) days of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

ARTICLE XII MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the owner of any Unit in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Project. Any Owner may remove his/her Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to her/his Unit.

ARTICLE XIII MISCELLANEOUS

13.1 Registration of Mailing and E-mail Address; Notice; Implied Approval of Mortgagees and Guarantors. Each Owner shall register his/her mailing address and e-mail address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either (a) registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address, by personal delivery or by overnight courier, or (b) by e-mail. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, or by overnight courier to the address of the Association as designated in the Association Bylaws, or if no such address is designated, to the registered agent of the Association with the Wyoming Secretary of State. All notices or demands intended to be served to a Mortgagee or guarantor of a recorded mortgage shall be given by registered or certified mail, postage prepaid, return receipt requested or by overnight courier. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the United States mail or when delivery or refusal of delivery occurs when deposited by an overnight courier, or when sent by e-mail, as is provided for in this Section. Any notice referred to in this Section to a Mortgagee or guarantor of a mortgage of record shall be deemed given when such entity or person receives such notice; provided, however, that if such Mortgagees or guarantors fail to respond to any request within 60 days after receipt of proper notice of the request (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60-day period.

13.2 Exhibits. The exhibits attached to this Declaration are incorporated by this reference and amendments of such exhibits shall be governed by this Article.

13.3 No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the covenant, condition or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by

the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

13.4 Owner's Obligations Continue. The Owner of a Unit shall have no obligation for expenses or other obligations accruing after he/she sells his/her entire interest in such Unit.

13.5 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.

13.6 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity 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.

13.7 Construction by Declarant. Nothing in this Declaration, or any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Common Elements and to Units owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Project. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Units by Declarant to establish on the Project additional easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Project. Further, each Owner of a Unit hereby acknowledges by acceptance of a deed to any Unit that the Declarant owns adjacent properties which it intends to develop, and such Owner acknowledges the potential for such future development and the attendant inconveniences and possible disruptions relating to improvements on the adjacent properties which may adversely impact the Units.

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

13.9 Condemnation.

(a) **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 Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

(b) **Proceeds.** All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

(c) **Complete Taking.** In the event that the entire Project 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 among the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit A** attached hereto, provided that if a standard different from the value of the Project 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, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(d) **Partial Taking.** In the event that less than the entire Project 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 among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Elements shall be apportioned among Owners of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit A** attached hereto, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units which 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, and (d) 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 in the same manner provided above in Subsection (c), first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(e) **Reorganization.** In the event a partial taking results in the taking of a complete Unit, if appropriate in the determination of the Board, the Owner thereof automatically shall cease to be a member of the Association. Thereafter, the Board 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 in this Declaration.

(f) **Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified above.

(g) **Limitations in Action of Owners Association.** Notwithstanding any other provisions in this Article and except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least 75% of Owners of the individual Units have given their prior written approval and unless the additional approval of mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record at such time have given their prior written approval, the Association may not:

- (1) By act or omission seek to abandon or terminate the Project;
- (2) Change the pro rata interest or obligations of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit in the Common Elements;

- (3) Partition or subdivide any Unit;
- (4) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission; or
- (5) Use hazard insurance proceeds for losses to any Project property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Project property.

13.10 Negotiation and Mediation. The provisions of this Section 13.10 are in addition to the provision of Section 9.14. The term “**Claims**” means any and all causes of action, claims, costs, damages, expenses, liabilities, and other claims. The Persons subject to this Declaration will make every reasonable effort to meet in person and confer for the purpose of resolving any Claim by good faith negotiation. If requested in writing, the Board may appoint a representative to assist the parties in negotiation. The term “**Bound Party**” shall mean Declarant, the Association, its officers, directors, and committee members, if any, all Persons subject to this Declaration, and any Person subject to this Declaration. 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: (i) the nature of the Claim, including the Persons involved and Respondent; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) Claimant’s proposed remedy; and (iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and (v) 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.

(a) If a respondent to a Claim rejects the Request for Resolution, or the Parties do not resolve the Claim within forty-five (45) 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 fifteen (15) additional days to submit the Claim to mediation under the auspice of an independent mediation agency providing dispute resolution services (including through travel) in Teton County, Wyoming.

(b) 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 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.

(c) 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. If the mediation is successful, each party shall bear their own costs and attorney fees.

(d) If the Disputing Persons are not successful in resolving the dispute through the mediation, then the Disputing Persons, or any one of them, may pursue, subject to the provisions of Section 9.14, any remedy at law or equity.

13.11 Rights of Mortgagees and Guarantors. Within at least thirty days of the Association obtaining actual knowledge of the following, the Association shall send written notification to all Mortgagees and Guarantors of a mortgage of record of the following events:

- (a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit that secures a mortgage;
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which such Mortgagee or Guarantor holds a mortgage;
- (c) A lapse, cancellation or material modification of any insurance policy maintained by the Association upon which the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

13.12 Declarant as Beneficiary. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the right and standing to enforce the terms and conditions hereof against the individual Owners or the Association, as the case may be, for a period of ten (10) years after the date of this Declaration.

13.13 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Units and/or Common Elements.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

Declarant:

NewJack, LLC,
a Wyoming limited liability company

By:_____

Name:_____

Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the
Manager of NewJack, LLC, a Wyoming limited liability company, this ____ day of _____, 20__.

Witness my hand and official seal.

Notary Public
My commission Expires:

EXHIBIT A
TO CONDOMINIUM DECLARATION

[illegible]

STAFF REPORT



Meeting Date:	July 19, 2021	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Grant Application for Summit Connector Chair Placemaking Project	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council conduct a public hearing, review, and approve a Wyoming Business Council (WBC) Community Enhancement grant application for the Summit Connector Chair Placemaking Project using donated Snow King Mountain Resort ski lift chairs. The public hearing will be conducted under action items on the agenda and an accompanying resolution is listed later in the agenda. The purpose of this placemaking project is to:

1. Inspire economic development
2. Beautify public space and generate creative placemaking through history and art
3. Visually connect Town Square to Snow King Mountain Resort
4. Increase vitality in the Downtown Core through public/private partnerships

Requested Action.

Staff requests Council conduct a public hearing and approve the WBC Community Enhancement grant application for the Summit Connector Chair Placemaking Project using donated Snow King Mountain Resort ski lift chairs.

Recommendations.

Staff recommends approval of the submittal of a WBC Community Enhancement grant application for the Summit Connector Chair Placemaking Project using donated Snow King Mountain Resort ski lift chairs.

Background.

This placemaking project is a public/private partnership that will enhance downtown Jackson, the Cache Street corridor, and provide for preservation of Snow King Mountain Resort heritage. This partnership will use Snow King Mountain's historic and beloved double chairs (which were donated on behalf of Snow King Mountain Resort to the Town of Jackson) from the Summit Chairlift to visually connect Snow King Mountain with downtown core of Jackson via the Cache Street corridor.

In alignment with the Town/County Comprehensive Plan, this proposed placemaking project will meet many of Comprehensive Plan's core values by combining historic preservation with vibrant walkable areas. This project proposes to invest in downtown connectivity, recreation, and historic landmarks, which is seen as a critical strategy for a town that relies on destination tourism as its economic driver.

This public art and recreation installation will use up to 30 original chairs donated from the Snow King Summit Chair (which was removed in the summer of 2021) in various locations and formats between the Town Square and the base of the Snow King Mountain Resort. The ski lift chairs would be curated as "one" public art installation that will drive visitors to experience all the separately installed chairs. Some ski lift chairs will be installed as swings, fixed chairs, and/or in groups of chairs. This installation will incorporate visual connectivity and interpretive signage to capture the historical significance of the chairs, which will showcase the 75 plus year history of Snow King Mountain and the development of skiing in Jackson as a year-round mountain destination. The project will use a historic preservation and public art to create a sense of interaction with each user.

Analysis.

This project, of which the Town of Jackson is the applicant, would help the WBC achieve its goals by specifically activating new economic sectors, while adding value to the Town's core industries (tourism). The proposed installation

would add value to Downtown Jackson, Cache Street, and Snow King Mountain Resort by connecting them with an innovative historic art installation that includes up to 30 chairlift chairs in various executions, including swings, chairs and gathering areas.

The core industry of tourism and outdoor recreation was identified as a key to this project. Using key tourism assets to build new attractions that broaden historic appeal will showcase the Town of Jackson's commitment to western ski heritage.

This proposal supports local economic development and aligns public/private partnerships together for the benefit of the community. To that end, the project team will use local organizations (contractors, engineers, artists) and our public/private partners to ensure the project is delivered 100% locally. Using the resources donated by Snow King Mountain Resort, the expertise of JH Public Art, the representation of the Chamber of Commerce, the expertise of Public Work, and the partnership with local businesses further illustrates how our community is taking advantage of this unique opportunity.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

2.1: Snow King Resort

This TRANSITIONAL Subarea is currently subject to the Snow King Resort Master Plan. The plan seeks to create a vibrant mixed use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and serves as a permeable border between the Town and Snow King Mountain. The resort has long been an integral part of the community, playing the role of the "Town Hill", providing a host of winter and summer recreational amenities.

In the future, the subarea will complement Downtown (Subarea 2.3) lodging and tourist amenities. Lodging will be provided in a variety of types and forms from hotel rooms to condominiums, to support the local tourism-based economy. The size and scale of structures will often be larger than those typically allowed in other subareas of Town, as resorts typically require a larger critical mass necessary to support visitor functions. Though buildings will tend to be larger than in other districts, the subarea will maintain an abundance of open space in relation to the built environment as a key to a successful resort experience.

Consistent with the master plan, Snow King Avenue will be developed into a mixed-use corridor that includes a variety of commercial uses while still serving as a major transportation corridor in the community. Along with this it will be important to create a more visible and attractive base area along Snow King Avenue to attract residents and visitors to the many amenities and recreational opportunities found there.

2.2: Snow King and South Cache Corridors

This TRANSITIONAL Subarea is envisioned as a pedestrian-oriented mixed-use corridor comprised of mixed use and/or multifamily residential structures. The goal of the corridor will be to provide an attractive pedestrian link between Snow King Resort (Subarea 2.1) and Downtown (Subarea 2.3). The corridor is anchored by the Center for the Arts, the community hub for cultural events and activities and other public spaces, including the Center for the Arts Park, Phil Baux Park and the Snow King base area.

The goal of this subarea will be to provide an attractive pedestrian link between Downtown, Snow King, and the many under-utilized public spaces in the area. To achieve this, ground-level uses should add vitality and street life that support the Center for the Arts and attract residents and visitors to the subarea. Upper floors should provide residential uses, designed to promote workforce housing. Buildings should be two stories in height and front the street. Care and attention will be necessary to ensure a successful integration between this mixed-use subarea and the adjacent Core

Residential (Subarea 3.2). Particular attention will need to be given to the location of buildings, parking, types of uses, and intensity of uses to ensure a successful transition.

Additional Areas of Alignment with the Comprehensive Plan

- Policy 3.3.e: Promote quality spaces in Complete Neighborhoods
- Policy 4.2.c: Create vibrant walkable mixed-use Subareas
- Policy 4.2.e: Protect the image and function of the Town Square
- Policy 4.4.a: Maintain and improve public spaces
- Policy 4.4.b: Enhance Jackson gateways

Fiscal Impact.

There is no cost to apply for the grant, other than the required staff time to coordinate and submit the application and (if awarded) administering use of the funds and compliance with terms of the grant. Further costs related to design, engineering, and construction have been estimated to support the terms of the grant application, with final costs for the complete project yet to be determined. Once the desired locations are finalized, a more detail cost of the project will be estimated.

For the WBC grant award, there is a required 20% match which must have 10% received in cash. Additional funding will come from Town public art funds and other placemaking grants and/or any additional grant funding/sponsorship from private entities.

Staff Impact.

Staff impact for this item included two meetings (3 hours) with the Chamber of Commerce, JH Public Art, and Snow King Mountain Resort. Additional time (2 hours) was also spent creating the Resolution 21-23, notice of a public hearing, and participation with JH Public Art walking the Cache Street Corridor to ascertain potential installation locations. If the project is ultimately approved, Public Works staff will spend roughly 20 hours assisting in the design and construction.

Attachments or Links.

- WBC Grant Application
- Map of Potential Installation Locations
- Estimated Cash Flow Analysis
- Example Ski Lift Chair Placemaking Project Image

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

I move to approve the submittal of the Wyoming Business Council Community Enhancement grant application to help fund the Summit Connector Chair Placemaking Project and authorize the Mayor and/or the Town Administrator to execute any require grant documents on behalf of this project.

SECTION I: COVER SHEET

1. PROJECT TITLE: Summit Connector Chair Placemaking Project	
2. APPLICANT INFORMATION	
Applicant (City, Town, County, JPB, Tribe):	Town of Jackson
Responsible Elected Official:	Mayor Hailey Morton Levinson
Mailing Address:	Po Box 1687, Jackson, WY 83001
PROJECT REPORTING CONTACT	
Local Contact: Johnny Ziem	
Position: Assistant Public Works Director	
Mailing Address: PO Box 1687, Jackson, WY 83001	
Phone: 307 733 3079 ext. 1402	
Email: jziem@jacksonwy.gov	
3. PROJECT ADMINISTRATION CONTACT	
Organization Name:	Town of Jackson
Contact Person:	Larry Pardee
Mailing Address:	PO Box 1687, Jackson, WY 83001
Phone:	307 734 3480
Email:	lpardee@jacksonwy.gov
4. TYPE OF PROJECT Briefly describe applicable project type.	
<u>Infrastructure Type</u>	<u>Brief Description</u>
☐ Transportation Infrastructure	
☐ Building	
☐ Water or Sewer	
☐ Educational Development	
☒ Other Infrastructure	
☐ Data Center Utilities	
5. PROJECT COSTS Indicate minimum necessary total public project infrastructure costs.	
a. Amount of loan requested:	
b. Amount of grant requested:	\$100,000
c. Total match:	\$69,745
TOTAL Project Cost (a+b+c):	169,475
DECLARATION: I HERBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE WYOMING BUSINESS COUNCIL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.	
Responsible (Elected) Official's Signature and Date:	

SECTION II: PROJECT INFORMATION

1. PROJECT DESCRIPTION. Provide a description of the proposed project including the potential impact on the community, duration of the project, potential jobs to be created or retained and the desired results.

A partnership to enhance Downtown Jackson, Cache Creek Corridor and preserve Snow King Mountain Resort Heritage

This public art and recreation installation will use up to 30 original chairs saved from Snow King Summit Chair (which was removed in Summer 2021) in various locations and formats along North and South Cache Street via the base of Snow King Resort to the summit of Snow King Mountain. The chairs would be curated as “one” public art installation that drives the public to want to experience all the separately installed chairs. Some will be installed as swings, fixed chairs or groups. The chair installation will incorporate visual connectivity and interpretive signs to capture the significance of the chairs, showcasing the 75 plus year history of Snow King, the development of skiing in Jackson as a year-round mountain destination and its continued relationship with Downtown Jackson business district. Each installation site will use a historic preservation plaque to showcase important historic stories created by a preservationist and establish a sense of wanting to interact with each site by the user.

2. PUBLIC BENEFITS. Describe the public benefits of the proposed project including the importance of the project to the community and how it promotes economic development. (Please consult the WBC Regional Director for information on conducting an economic impact study for a Business Committed Project, RPASS)

Tying Snow King Mtn Resort and Downtown via the Cache Corridor will allow for stronger economic activity as envisioned by leaders in our community. With the new multi-million investment in Snow King Mtn Resort it is critical that we honor the past while celebrating the new era of Snow King, that will open to the public in Summer of 2022. The installation will allow for a natural curiosity and “breadcrumb” experience between our two vibrant economic centers in Jackson that is currently lacking. The installation will use the historically significant chairs from the old lift to showcase the new story and experience at Snow King Mountain.

3. PROJECT GOALS AND OBJECTIVES. Describe the goals of the project and identify indicators or measures to be used to determine at the conclusion of the project if goals were achieved and if the project is a success. The performance measures should focus on solid, measurable actions related to the project. Examples of indicators may be the amount of money leveraged (from other public or private sources), number of self-sufficient jobs created, number of business-ready lots created, etc.

An Economic Development, Public Art and Historic Preservation Project that combines Snow King Resort, the Jackson Hole Chamber of Commerce, Jackson Hole Public Art, Town of Jackson, Jackson Hole Historical Society and the Jackson Hole Parks and Rec Dept. A robust private/public partnership that will use the historic and beloved double chairs from Summit Chairlift at Snow King Mountain to connect Snow King with Downtown Jackson via the Cache Creek Corridor.

In alignment with the joint Town and County approved Jackson Hole Comprehensive Plan this project goals are:

- 1. Creating year-round connectivity and vibrant walkable areas*
- 2. Historic Preservation*
- 3. Multi-Agency Cooperation public/private*
- 4. Innovative investment in tourism/ economic development*
- 5. Public Art installation with national recognition*

This project proposes investing in downtown connectivity, recreation and experiential landmarks, a critical strategy for a town that relies on destination tourism as its economic driver.

By tying Downtown Jackson to Snow King Mountain Resort via Cache Creek Corridor we are meeting the outlined goals of the approved Town and County Joint Comprehensive plan. We will honor the significance of the contribution by the original summit chair to the development of tourism in Teton County while recognizing the new investment of a new Gondola and infrastructure at Snow King to take us in to the future. (Extracts from the Comp Plan below clearly envision a place that this public art installation would thrive and drive new experience).

The Public Art Task Force proposes projects that directly support the community vision outlined in the Comprehensive, Transportation, and Housing Plans adopted by the community and reference criteria listed in the Town of Jackson Public Art Guidelines. Public art creates Community Character, and directly supports the quality design of public spaces. Public art programs like murals help revitalize run down spaces and bring pedestrian vitality to the downtown. Public art can enhance housing developments, add interest to pathways, and contribute to the creation of beautiful gateways -- all strategies called out in the Comprehensive Plan. Public art also follows a robust community engagement process, which increases community engagement in all capital projects where public art is included. Public art directly supports or is called for in the highlighted policies listed here.

Additional areas where the Comprehensive Plans support creative placemaking, beautification and public art.

The Comprehensive Plan calls for Gateways and Greenways in Policies 3.2.f, 4.4.a, 4.4b, 4.4.d. Quality public spaces that include the integration of design professionals and public art are called for in Policies: 3.2.e, 4.4.a, 4.4.b. Pedestrian amenities are called for in several policies including Policy 4.2.c. Specific policies that address public art in the Comprehensive Plan are listed below.

Policy 3.2.e: Promote quality public spaces in Complete Neighborhoods

Public spaces are the building blocks of vital Complete Neighborhoods. The Town and County will promote public spaces and civic facilities that are interesting, memorable, and reinforce the desired sense of community within Complete Neighborhoods.

Integrating fine arts professionals in the design of projects will be encouraged in order to

create unique and visually engaging public spaces—including sidewalks and walkways, parks, outdoor squares, landscaped areas and public art.

Policy 4.2.c: Create vibrant walkable mixed use Subareas

Complete streets that focus on alternative modes of transportation will be important to the enhancement of Town mixed use subareas. The primary objective in downtown Jackson will be to enhance pedestrian amenities and connectivity to support a vibrant and walkable downtown core. To achieve this goal, Town will encourage public gathering places in both public and private developments in the downtown area. Building design should complement the pedestrian experience with uses that engage people along sidewalks and streets. Public spaces within these subareas may take the form of parks, streetscape amenities and/or public/semi-public spaces provided by private property owners.

Policy 4.2.e: Protect the image and function of Town Square

Town Square is Jackson's major tourism draw and can be described as the "heart of the heart". As such, it is the area that evokes the greatest amount of sentiment and concern regarding architecture, scale and character. This area will be subject to the highest level of design standards, particularly for block faces on the Town Square. A variety of tools will be used to encourage and enhance pedestrian amenities to ensure this district remains the hub of the visitor experience and center of community life into the future.

Policy 4.4.a: Maintain and improve public spaces

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

Policy 4.4.b: Enhance Jackson gateways

The Town gateways play a special role in setting the community tone and atmosphere for the millions of guests that visit Jackson every year. Town will create a common vision for these areas, with an emphasis on bridges and waterway features. Town will work to improve visual appeal in the public realm and encourage aesthetic improvements on private property in gateway areas. Public art projects that reflect the community, environment and character of Jackson will be encouraged in order to provide unique and interesting gateway enhancements.

4. PROJECT NEED. Describe in sufficient detail the need for the project and why BRC funds are necessary.

With the new development at Snow King Mountain we have a one-time opportunity to request BRC funds and protect historic attributes while creating something new for the economy. We know

recreation is driven by art installation and return visitors are looking for increasingly new experiences that are authentic and innovative. The request for BRC funds is because we feel this opportunity reflects the Community Enhancement grant opportunity precisely. It allows a small community to come together with the human resources and expertise while requesting funding for investment purposes. The project partners combine all the “on the ground” needs and with additional funding we feel this will be a success.

Cultural attractions drive longer stays/higher economic spending.

BRC funds are sparking the public private partnership. This can set precedent for the future of the Jackson downtown.

5. FUNDING DENIAL. What are the repercussions if funding is denied?

The Snow King Chairs will be sold to private investors and the opportunity for public access, knowledge and heritage/cultural tourism creation will be lost.

6. FUNDING SOUGHT.

a. Have any other Federal, State or Private sources been pursued for this project?

(Check all that apply and fill in Additional Funding Table)

- ☐ Federal Grants (USDA, EDA, Etc.)
- ☐ State Land and Investment Board (Is your project on the Comprehensive Priority List for Clean Water or Drinking Water? If so, what rank?)
- ☐ Water Development Commission
- ☐ Department of Transportation (TEA Program)
- ☐ Wyoming Department of Health
- ☐ Other State Sources (Specify)
- ☒ Private Donations or Foundation Grants (Specify)
- ☐ Commercial Financing (Specify Bank)
- ☐ Other:

b. Please describe any successful, unsuccessful and pending awards.

ADDITIONAL FUNDING TABLE

Funding Description	Amount	Awarded	Denied	Pending	Anticipated Decision Date	Further Explanation

7. OWNERSHIP. Will the local government own the improvements funded by this program?

Yes ☒ No ☐

If "no," who will own the improvements? If the applicant is a joint powers board, attach a Certificate of Organization and an executed Joint Powers Agreement to the application. Certificate

of Incorporation is required if a Community or State Development Organization will carry out the project.

8. TIMELINE. Describe a realistic project timeline. If the project is to be phased, provide a separate timeline for future phases. **DO NOT EXPEND FUNDS BEFORE CONTRACT HAS BEEN FINALIZED.**

- a. *July 19 – Town Meeting, Public Hearing. Be Present*
- b. *Aug 1 – Final App to WBC Rep*
 - i. *Locations Confirmed/Pending spreadsheet – Carrie/Johnny/Ryan*
 - ii. *Sponsorship Confirmed/Pending spreadsheet – Carrie/Anna*
 - iii. *Visual representation of interpretive signage to be included, JHPA to mock up with partner logos including WBC*
- c. *Sept 1 – Final App to WBC Board Deadline*
- d. *Sept 30 – WBC hearing. Casper*
- e. *Mid Oct – SLIB Meeting – followed by AG approval and Town signature of contract.*
- f. *Mid Nov – start project – planning/fabrication.*
- g. *April/May – Installation*
- h. *Old West Days May 25-28 Opening Celebration*

Expected SLIB Award Date:

Expected Contract Routing final date (please allow 6-8 weeks from SLIB award):

Expected Construction Bid Award, if applicable:

Any other authorizations, permits, funding, or activities necessary prior to the commencement of the project:

Expected Property Transfer, if applicable:

Expected Construction closeout, if applicable:

9. READINESS. Will this project improve the community's readiness for future business development?

Yes ☒ No ☐

Explain: Explain: The location of the project is already creating a buzz, locations will add features to areas that currently have little or no attraction to spend time at. We will pick strategic locations to ensure maximum impact. Cooperation for the application has been strong, coordination between public and private land access has been discussed and already 20+ sites identified and considered. There is real excitement by businesses and partners in the project geographic outline that would like to be a partner. With the generous backing of the Town of Jackson, there is high degree of confidence this project can be completed in timeline outlined. This will provide newsworthy connection for the opening of Snow King Mtn Gondola to Downtown Jackson.

10. COMMUNITY ENHANCEMENT PROJECTS:

- a. How will this project improve the community's ability to attract and retain businesses?

Chair Sites will be popular and showcased on a walking map. The Comp plan envisioned a lively walkable corridor on Cache, this project will be the start of converting a regular street into something more in line with the plan: a connected experience.

b. Provide a priority listing of proposed community enhancement projects and sites related to economic development along with preliminary cost estimates;

N/A

11. DOWNTOWN DISTRICT. Is the project located in a downtown district? (If no, skip to Question 12)

Jackson does not have a Wyoming Main Street org, instead we have a vibrant Chamber of Commerce that works to support and enhance business across the Town and County. The JH Chamber has over 900 business members with a large majority located in the tourism economic center of Downtown Jackson. The JH Chamber is a founding partner on this project and will work diligently to include any business that wants to be involved either via sponsorship or participation/location ideas. They have also contributed human resources and experience to the application process.

a. Is the community a Wyoming Main Street Community? If yes, please provide reinvestment statistics regarding the district.

b. Does the community have any downtown specific organizations and how are they involved in this project?

c. Discuss the community's downtown development strategy. Does the community have a downtown master plan or is the downtown part of another plan? Attach the community's comprehensive downtown strategy and/or planning documents.

d. If the community has a downtown plan, what projects have already been implemented and how is it impacting the downtown (jobs, business retention/growth, etc)?

12. HISTORICAL or CULTURAL SIGNIFICANCE (if applicable). Provide a background on the historic or cultural significance of the project. Describe the extent to which the project will preserve or enhance the historic or cultural significance of the asset and/or community.

This project is driven by its historical and cultural significance. Snow King Mountain has been a driving economic force for Jackson Hole for over 75 years. The Summit Chair was its life-line and has created generations of skiers and snowboarders who have attended Olympics, US Nationals and other major global events. It has seen international ski teams train here early season, major snowmobiling events in early season, and community support all winter long. It has been the source of major community discussion for 5 years as it has moved through its master plan for resort and mountain experiences and has a strong vision for an economic future that will ensure

their survival. Sharing the key chairlift elements with our community and showcasing the historical significance of this small but mighty ski hill is a once in a lifetime opportunity for our town. As many small ski hills in the US (and Wyoming) struggle to keep the lights on, Snow King is a survivor and an economic example all of Wyoming should be proud of. Visitors across the globe need to understand the heritage of skiing and mountain life in small towns, and to learn via an experiential installation across town is an incredible way to achieve this. Generations of visitors and locals will be able to use the chairs, learn about our history and the cultural impact of skiing in America and recreating on public lands yearround.

13. PROCUREMENT/PREFERENCE/WYOMING SITES

a. Attach a Statement that the Applicant will follow State Procurement Standards Inclusive of W.S. § 15-1-113 and W.S. § 16-6-101, et seq.

b. Attach acknowledgement that the Wyoming Preference Act (Wyoming State Statute § 16-6-201 through 16-6-206) will be adhered to throughout the project. For additional information please contact the Wyoming Workforce Services Labor Standards Office at: 307-777-7261. To view the actual statute, please go to the following link:

<http://legisweb.state.wy.us/statutes/statutes.aspx?file=titles/Title16/T16CH6AR2.htm>

c. Attach a Statement that the Applicant will list the site/structure on www.wyomingsites.com

See <http://bit.ly/2fYgNAe> for template.

This document must be signed by an Eligible Elected Official

14. REVENUE RECAPTURE PLAN, if applicable. Final draft or executed copy only. See Section IX. Will the project funded by BRC funds generate revenue?

Yes ☐ No ☒

If "yes," attach a specific plan that anticipates revenue streams and prioritize economic development initiatives to be paid for with the revenue. Revenue generated by the applicant or a private developer through BRC publicly funded infrastructure projects must be recaptured in full by the applicant. This plan must be signed and dated by Eligible Elected Official.

15. WORKFORCE TRAINING SCHEDULE, if applicable. Attach a workforce recruitment and/or training program. Include a program outline if the project involves educational development infrastructure for workforce or entrepreneurial training.

***16. OPERATIONS AND MAINTENANCE**, if applicable. Final draft or executed copy only. Attach a detailed Operations and Maintenance Plan (for Business Committed projects, the Business Plan may contain the O&M Plan). The plan should define the roles of the Applicant Community, CDO, developer, committed business, etc. in the maintenance of project infrastructure or facilities. The plan should include projected expenses and project income sources for the life of the asset.

SECTION III: PUBLIC HEARING PROCESS

An applicant is required to inform and educate the public and business community to the greatest extent possible about the proposed economic development project utilizing a variety of techniques and media. To inform the public and to gather information, the public hearings should at a minimum: identify the economic development opportunity/ies; explore all possible funding sources and alternative solutions to the opportunity/ies; contain a comprehensive description of the proposed project; and solicit testimony from citizens who may feel that the proposed use of the project might compete with an existing business.

The applicant must make readily available to the public, access to the application and associated materials, exclusive of business plans or business financial information which are not subject to public information statutes.

An applicant shall actively solicit citizen input which can be submitted via writing, electronically, or in person at a public hearing. **A minimum of one public hearing** before submission of an application. For the purposes of this program **seven (7) days** is the minimum period for notification of a hearing date. Public notice shall be published in a newspaper of general circulation within the boundaries of the applicant or as approved by the council staff. If the project facility is to be located outside the boundaries of the applicant, the applicant shall hold additional public hearings near the location of the proposed project facility.

An applicant must use its best efforts to notify all providers of similar services in the market area about the public hearing at least **seven (7) days** in advance of the public hearing.

The notice shall contain a concise description of the proposed project and state that time will be set-aside at the Public Hearing to take testimony from citizens about the project. See <http://bit.ly/2gPE4Zt> for a template.

An application must be accompanied by:

- a description of the applicant's public engagement process,
- written comments received by the applicant,
- evidence of the public hearing notification,
- minutes from the Public Hearing with any oral testimony

Resolution:

Attach Resolution(s) of Support and minutes. After a public hearing is held, the applicant community must pass a Resolution of Support with verifying minutes. If the applicant is a Joint Powers Board, all participating agencies to the joint powers agreement must pass separate Resolutions of Support. The Resolution should state, at a minimum:

- the nature of the project
- public benefit
- desired economic development outcomes
- specified source of match funding by account name or other identifying characteristics
- who will be responsible in the case of project cost overruns
- the details of the Revenue Recapture Plan, if applicable
- who will be responsible for Operations and Maintenance

SECTION IV: SITE INFORMATION

1. What is the location/address of the project? Town Square, Cache Street Corridor, Snow King Mountain Resort

2. Is the project site currently publicly owned?

Yes ☒ No ☐

3. Does the project involve land acquisition?

Yes ☐ No ☒

If "yes," then who owns the site and what steps are being taken, and by whom, to acquire the property? Include documentation of owner's willingness to transfer property.

***PROFESSIONAL APPRAISAL:** If the project involves purchase of property, then there must be a professional appraisal completed by a qualified appraiser.

4. **REHABILITATION.** Will the requested grant or loan fund the purchase, rehabilitation, or expansion of existing infrastructure or facilities?

Yes ☒ No ☐

If "yes," explain. This project will add 15 refurbished ski lift chairs with accompanying infrastructure to support use as a bench or swing, along with historical information about the ski lift chairs and history.

***QUALIFIED STRUCTURAL ANALYSIS:** A qualified structural analysis is required for all projects involving the renovation/rehabilitation or financing of an existing structure or facility. A professional analysis must be completed by a qualified structural engineer/architect.

5. Describe the site including total acres or square footage, size of developable area, and number of parcels for development. Also, describe any structures on the site, including useable square footage. Attach a detailed map, aerial photograph, and/or site plan showing the location of the project site and the facility proposed to be funded with BRC. If the project includes public infrastructure activities, the map should sufficiently detail those improvements and their location. *There will be 15 sites utilized for the construction of this public infrastructure. Each site will be 250 square feet, which will include the disturbance for all construction related activities. The project team will seek 250 square feet for allowance to install this installation.*

6. How is the site currently used?

Of the 15 sites, each site is being used differently. Some sites are used as park space (Town Square) and three sites are being used for new gondola at the Snow King Resort. The other spaces are with the Town right-of-way or is being used as private business space.

7. What is the proposed future land use of the site? Is it based on a community development plan? Reference the plan and describe how this project is consistent with that land use plan. Attach only relevant portions of the plan.

2.1: Snow King Resort

This TRANSITIONAL Subarea is currently subject to the Snow King Resort Master Plan. The plan seeks to create a vibrant mixed use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and also serves as a permeable border between the Town and Snow King Mountain. The resort has long been an integral part of the community, playing the role of the “Town Hill”, providing a host of winter and summer recreational amenities.

In the future, the subarea will complement Downtown (Subarea 2.3) lodging and tourist amenities. Lodging will be provided in a variety of types and forms from hotel rooms to condominiums, to support the local tourism-based economy. The size and scale of structures will often be larger than those typically allowed in other subareas of Town, as resorts typically require a larger critical mass necessary to support visitor functions. Though buildings will tend to be larger than in other districts, the subarea will maintain an abundance of open space in relation to the built environment as a key to a successful resort experience.

Consistent with the master plan, Snow King Avenue will be developed into a mixed use corridor that includes a variety of commercial uses while still serving as a major transportation corridor in the community. Along with this it will be important to create a more visible and attractive base area along Snow King Avenue to attract residents and visitors to the many amenities and recreational opportunities found there.

2.2: Snow King and South Cache Corridors

This TRANSITIONAL Subarea is envisioned as a pedestrian-oriented mixed use corridor comprised of mixed use and/or multifamily residential structures. The goal of the corridor will be to provide an attractive pedestrian link between Snow King Resort (Subarea 2.1) and Downtown (Subarea 2.3). The corridor is anchored by the Center for the Arts, the community hub for cultural events and activities and other public spaces, including the Center for the Arts Park, Phil Baux Park and the Snow King base area.

The goal of this subarea will be to provide an attractive pedestrian link between Downtown, Snow King and the many under-utilized public spaces in the area. To achieve this, ground-level uses should add vitality and street life that support the Center for the Arts and attract residents and visitors to the subarea. Upper floors should provide residential uses, designed to promote workforce housing. Buildings should be two stories in height and front the street. Particular care and attention will be necessary to ensure a successful integration between this mixed-use subarea and the adjacent Core Residential (Subarea 3.2). Particular attention will need to be given to the location of buildings, parking, types of uses, and intensity of uses to ensure a successful transition.

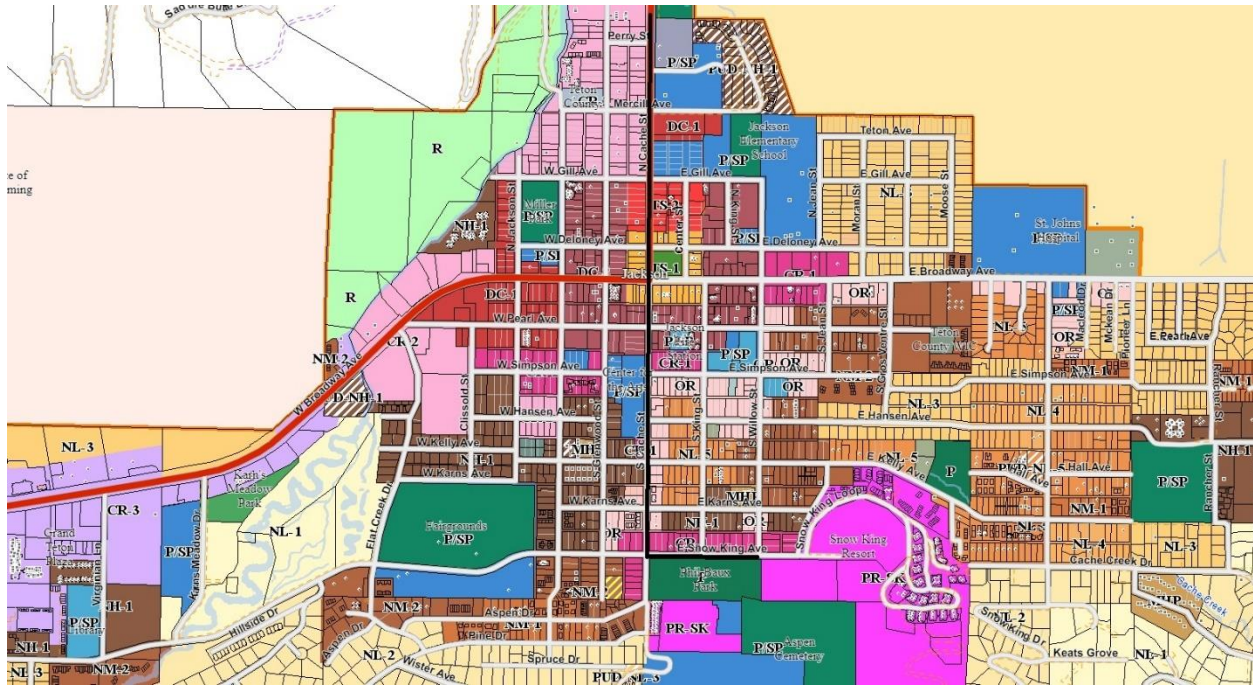
Additional Areas of Alignment with the Comprehensive Plan

- *Policy 3.3.e: Promote quality spaces in Complete Neighborhoods*
- *Policy 4.2.c: Create vibrant walkable mixed-use Subareas*
- *Policy 4.2.e: Protect the image and function of the Town Square*
- *Policy 4.4.a: Maintain and improve public spaces*
- *Policy 4.4.b: Enhance Jackson gateways*

8. Is the site zoned?

Yes ☒ No ☐

- a. If the site is zoned, attach a map and a description of the allowable uses under this zoning. *There are many types of zoning within the Cache Street Corridor. For all zoning areas within the corridor, benches/seating/placemaking is allowed.*



The blank line denotes the corridor of Cache Street and the terminus of the project at Phil Beau Park (base of Snow King Mountain).

- b. Is the proposed use consistent with that designation?

Yes.

- c. Will a zone change be required for intended use? Explain.

No.

9. Are there any known environmental concerns at the site such as asbestos, wetlands, floodplains, or sage grouse area?

Yes ☐ No ☒

If yes, explain:

N/A

10. Consult WYDOT if the project will take place in a public right of way. For projects within the Wyoming Department of Transportation rights of way, contact the WYDOT District Engineer. Attach a Letter of Acknowledgement from WYDOT. (A Right-of-Way Agreement with WYDOT may be necessary if a grant or loan is awarded.)

11. What infrastructure is necessary to serve the proposed site (i.e., water, sewer, electricity, natural gas, transportation facilities, and telecommunications) and what are the current coverage,

quality, and capacity of the existing infrastructure? If there are deficiencies within any of the infrastructure systems, explain how the deficiencies will be improved.

There only infrastructure necessary to serve each site are sidewalks and boardwalks for active transportation. There are no deficiencies within any of these infrastructure systems.

12. SIMILAR SITES. Are there similar sites or facilities within the community that are unutilized or under-utilized?

Yes ☒ No ☐

If "yes" please detail what makes this particular site unique or necessary.

The Cache Street corridor is unique because it connects the Town Square to the Snow King Mountain Resort. Since this project is using 15 refurbished ski lift chairs from Snow King Mountain Resort, it would be fitting to place them within this corridor to connect both locations visually. The Comprehensive Plan also envisions this transitional subarea (S. Cache Street) to be an attractive pedestrian link between downtown Jackson and Snow King Mt. Resort.

13. DIGITAL PHOTOS. Please attach 2-3 digital (jpg) photographs suitable for project presentation.

SECTION V: COMMUNITY INFORMATION

Attach portions of plans, studies, assessments, and/or reports that are relevant to project. Reference the attachment in your answer. (DO NOT INCLUDE LARGE REPORTS IN THEIR ENTIRETY).

Examples of applicable plans:

- A current Comprehensive Economic Development Strategy (CEDS) covering the area,
- A recent labor for availability study addressing such things as unemployment, underemployment, wage distributions, commuting patterns, skill availability and educational levels;
- A targeted marketing and recruitment strategy and who will be responsible for marketing;
- A housing availability study;
- A prioritized list of infrastructure projects, sites related to economic development along with preliminary cost estimates for land acquisition, engineering and construction;
- Any plans related to labor skills, materials availability, feedstock materials, etc.;
- Other appropriate studies relating to education, workforce, entrepreneurial development.

1. COMMUNITY AND ECONOMIC DEVELOPMENT GOALS. How does this project fulfill local and regional community and economic development goals? Is this project a part of an overall community plan? Does the community have an economic development plan or other study of the local economy?

Yes ☒ No ☐

If "Yes," then provide the names and dates of relevant plan(s) and describe how does the proposed project fits into the overall economic development strategy of the community.

Jackson/Teton County Comprehensive Plan

- *Chapter 3: Responsible Growth Management*
 - *Principle 3.2 – Enhance suitable locations as Complete Neighborhoods*
 - *Policy 3.2.e: Promote quality public spaces in Complete Neighborhoods*
 - *Principle 3.3 – Manage growth predictably and locally*
 - *Policy 3.3.e: Preserve historic structures and sites*
- *Chapter 4: Town as the Heart of the Region – The Central Complete Neighborhood*
 - *Principle 4.2 – Promote vibrant, walkable mixed-use areas*
 - *Policy 4.2.c: Create vibrant walkable mixed-use Subareas*
 - *Policy 4.2.d: Protect the image and function of Town Square*
 - *Principle 4.4 – Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood*
 - *Policy 4.4.a: Maintain and improve public spaces*
 - *Policy 4.4.b: Enhance Jackson gateways*
 - *Principle 4.5 – Preserve historic structures and sites*

- *Policy 4.5.a: Identify and preserve historically significant structures and sites*
- *Chapter 6: A Diverse and Balance Economy*
 - *Principle 6.2 – Promote a stable and diverse economy*
 - *Policy 6.2.a: Enhance tourism as the basis of the economy*
 - *Policy 6.2.b: Support businesses located in the community because of our lifestyle*
 - *Policy 6.2.d: Promote light industry*
 - *Principle 6.3 – Create a positive atmosphere for economic development*

2. Describe how the Plan addresses the targeted market(s)? *This plan addresses the targeted markets by engaging local engineers, local contractors, private entities, and local government. By fully engaging our local workforce to complete the project, this project will ensure economic vitality within our workforce sectors.*

3. Is there a list of current commercial and industrial vacancies available to prospective business?

Yes ☐ No ☒

Explain.

There is not a list of vacancies available to prospective businesses that are known.

. How does the availability of the housing compare to the demand for housing should this project be successful? If necessary reference any applicable local housing statistics.

5. Please describe previous grant/loan experience through the Wyoming Business Council Investment Ready Community Programs.

SECTION VIII: BUDGET INFORMATION

PROJECT BUDGET - The project budget pages need to show how all eligible costs will be covered by both cash and in-kind contributions. Construction costs represented here must be supported by estimates from a qualified engineer or architect. A clear budget statement of the source of all funds needed to complete the project. (This includes total eligible project costs and other ineligible project costs.)

Part A: Eligible Project Costs

Eligible Project Costs	
1. Land, structures, rights-of-way, appraisals, etc.	\$22,500
2. Architectural and engineering fees	\$5,900
3. Other (surveys, tests, etc.)	\$

4. Project inspection fees	\$
5. Site work	\$
6. Demolition and removal	\$
7. Construction	
a. Electrical Systems (*)	\$
b. Mechanical, Plumbing, HVAC Systems (*)	\$
c. Landscaping (*)	\$
d. Foundation and/or Structural Framing System (*)	\$92,250
e. Interior Finishes (*)	\$16,075
f. Fire Protection (*)	\$
g. Remediation (*)	\$
h. Other (*) – please specify	\$17,750
8. Miscellaneous/Other (Please explain in detail on additional page(s))	\$
9. Subtotal (sum of lines 1 through 8)	\$154,475
10. Contingencies	\$15,000
Total Eligible Project Costs	
11. Total Eligible Project Costs Use this amount for Part B, Number 1 and as the Total Eligible Project Costs as listed on the cover sheet.	\$169,475

(*) = Required for projects involving the construction of a new or existing building

Part B: Funding Sources

1. Total Eligible Project Cost <i>This amount will be the same as Part A, Number 11 and will be reflected on the Cover Sheet as the Total Project Cost.</i>		\$169,475
2. Local Match		
a. Cash Match. List cash match funding source(s) and amount. Identify whether the amount has been provided or is being requested. Provide the status and the date funds were approved or the date that funds are expected to be approved.		
Cash Match Source	Status (approved pending)	or Date of Approval Cash Amount
Snow King Mountain	approved	June 2021 \$22,500

1a

Town of Jackson Public Art Fund	approved	July 2021	\$5,000	
Private Donations and Grants	pending		\$31,975	
Total Cash Match			\$	2a
b. In-kind Match. List in-kind contribution types, descriptions, sources and values. These amounts should also be reflected in Part A: Project Costs. Attach Statements of Intent.				
<i>Description</i>	Source	Value		
<i>Example: Road Grading</i>	<i>City Employee</i>	<i>40 hrs @ \$15/hr = \$600</i>		
		\$		
		\$		
		\$		
Total In-kind Match			\$	2b
c. Total Local Match (Sum 2a and 2b)			\$	2c

3. Match Percentage (2c divided by 1) Category 1 Applicants: Business Committed/Community Readiness match of 10% of Total Project Cost. Half the match must be cash. Community Enhancement match of 25%. Half of match must be cash. Planning match of 25%. Match must be all cash. Category 2 Applicants: Business Committed/Community Readiness match of 5% of Total Project Cost. Half the match must be cash. Community Enhancement match of 20%. Half of match must be cash. Planning match of 25%. Match must be all cash. See: www.wyomingbusiness.org/matchcalculator		%
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4. Business Ready Community (BRC) Request (Subtract 1 - 2c) This is the amount of money you need to complete the project.	\$
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Part C: Verification of Project Cost

A qualified engineer's or architect's verified cost estimate is required. Grants and loans will be made only to applicants who demonstrate that upon receipt of the grant and/or loan all project costs will be funded.

If the project involves the purchase of property with requested grant funds, the applicant must provide a professional appraisal of the property. If property is being used as an in-kind match, the value may be determined by a market analysis prepared by a licensed realtor.

Part D: Ineligible Costs

Ineligible project costs include fixtures, appliances, equipment or other features of a facility not physically attached.

1. Ineligible Project Costs (if applicable)	
Ineligible Items	Amount
	\$
	\$
TOTAL Ineligible project costs	\$
2.. Local Contribution Toward <i>Ineligible</i> Project Costs (if applicable)	
Source of Funding	Amount
	\$
	\$
TOTAL Source of Funding for Ineligible Project Costs	\$

Part E: Total Budget

Total Eligible Project Costs	\$
Total Ineligible Project Costs	\$
Total Budget	\$

APPLICATION CHECKLIST

The Application Checklist will be utilized by the Regional Director to assess the completeness of an application. Applicants are encouraged to make a copy of the Application Checklist for their personal use while completing an application.

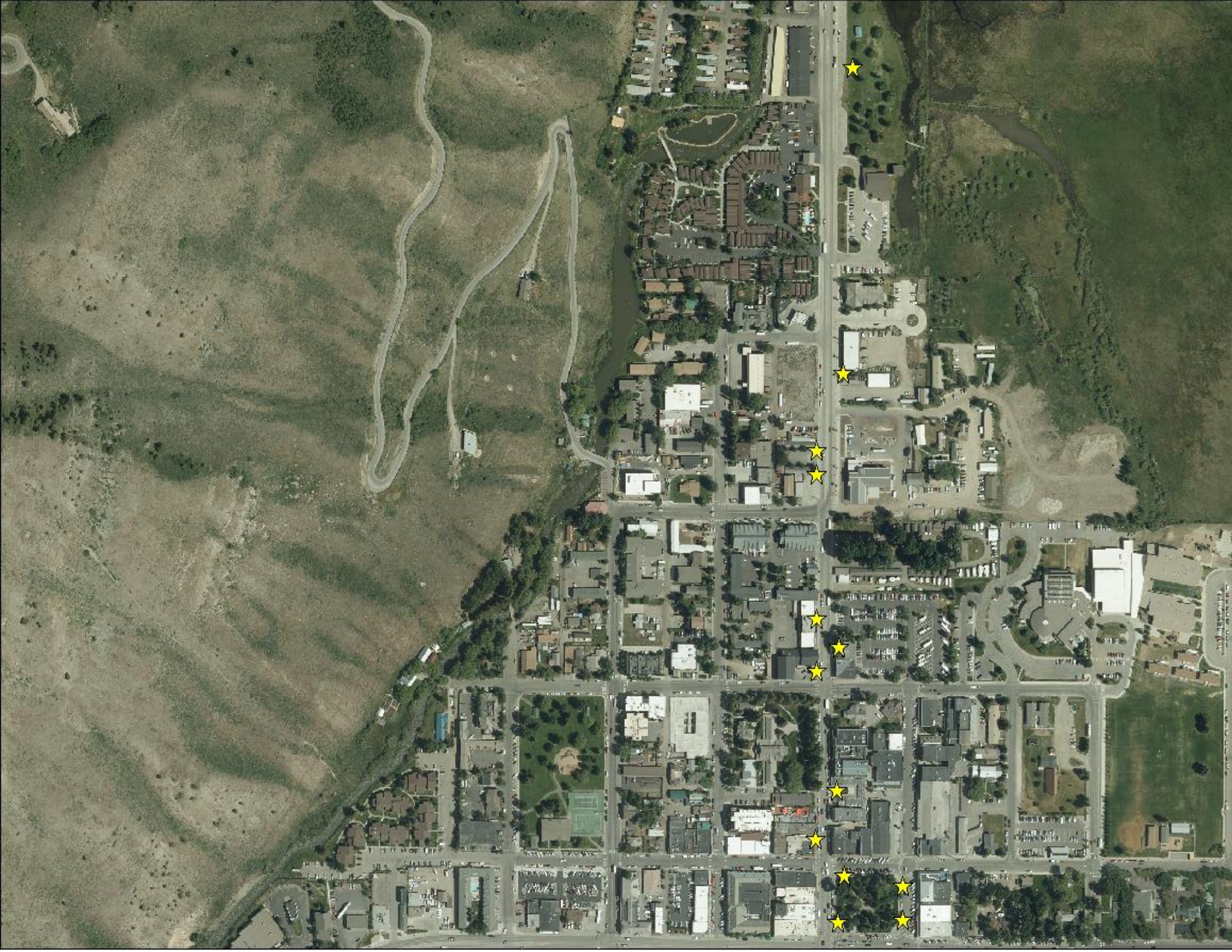
- ☐ **Business Plan.**
- ☐ **Complete Application.** All questions must be fully answered, and all required documentation included. Incomplete applications will either be tabled or sent back to the applicant for resubmittal at a different time.
- ☐ **Secured Local Match.** See the chart on page ii for the required match amounts. ***In-kind match must meet the criteria for eligible project costs.*** Examples of in-kind contributions include: infrastructure, labor, materials, and real estate. Attach an explanation of valuation for each item and any supporting documentation (i.e., appraisals, wage rates, market value, etc.)
- ☐ **Statements of Intent** from each donor.
- ☐ **Economic Impact Study (RPASS) or equivalent impact study.** See Regional Director.
- ☐ **Financial Information for Loans.** For applicants requesting BRC loans, additional financial information is required. (See Section XI of the application.)
- ☐ **Attach verification of project costs.**
Appraisal, engineer/architect's estimates, etc.
- ☐ **Verified Structural Analysis.**
- ☐ **Appraisals**, if applicable.
- ☐ **Public hearing notice, public hearing minutes, and any additional public engagement processes.**
- ☐ **Resolution(s) of Support and minutes.**
- ☐ **Certifications, if applicable.** (Joint Powers Board, DDA, URA, EDO/CDO)
- ☐ **Site information.**
- ☐ **Zoning documentation.**
- ☐ **Two (2) Digital photographs. (jpg, preferable)**
- ☐ **Statement that the Applicant will Follow State Procurement Standards Inclusive of W.S. § 15-1-113 and W.S. § 16-6-101, et seq.**
- ☐ **Acknowledgement that the Wyoming Preference Act (Wyoming State Statute § 16-6-201 through 16-6-206) will be adhered to throughout the project.**

- ☐ **Statement that the Applicant will list facility/land on www.wyomingsites.com**
- ☐ **Workforce recruitment and/or training program, if applicable.**
- ☐ **Community and Economic Development Goals.** Relevant portions of plans only.
- ☐ **WYDOT Letter of Acknowledgement, if applicable.** The project will take place in a public right of way.
- ☐ **Contingency/Development Agreement, if applicable. (final draft or executed copy only).**
- ☐ **Attach a Lease Agreement, if applicable (final draft or executed copy only).**
- ☐ **Attach an Operation and Maintenance Plan, if applicable (final draft or executed copy only).**
- ☐ **Enhancement Projects only.** Priority listing.
- ☐ **Revenue Recapture Plan, if applicable. (Final draft or executed copy only).** Section X. Table of existing revenue recapture.
- ☐ **Loan Documentation.**
 - Resolution specific to the loan.
 - Environmental requirements.
 - Federal flood regulations.
 - Guarantees, letters of credit, proposed security
 - Applicant's attorneys letter.
 - Wyoming Constitution Affirmation
 - Assessed valuation, indebtedness, levied mills, sales/use tax imposition, investments/cash balances.
- ☐ **Child Care projects only.** Address all the items in Section XII of the application.
- ☐ **Senior Care projects only.** Address all the items in Section XIII of the application.
- ☐ **Projects w/ Private Developer.** Explanation of need for public assistance.
- ☐ **Managed Data Center Cost Reduction Projects.** Section IX.
 - a. Evidence for the support of a Tier II, Tier III or Tier IV data center.
 - b. Attach eligible projected utility costs.

Regional Director Signature

Date

Possible Locations: North Cache
Street



Possible Locations: South Cache
Street



Summit Connector Chair Placemakng Project: up to 30 Snow King Summit Chairs installed as benches and swings	
Income	
Wyo Biz Council grant	100,000
Other grants (local)	10,000
ToJ public art funds	5,000
Private donations (local business)	21,975
Snowking chairs 15 @ \$1,500 / each	22,500
Wyoming Humanities Council Grant for interpretive displays	10,000
Total	169,475
Expense	
Snowking chairs 15 @ \$1,500 / each	22,500
Swing stand fabrication and surface mount for 9 chairs @ \$5,000/each	45,000
Bench base fabricated with ground mount 6 @ \$375	2,250
Powder coating chair and abrasive blasted 15 @ \$550/ea	8,325
Engineering for swing base design	1,400
Installation of swing bases (excavation, concrete, rebar) 9 @ \$5,000	45,000
Artist fees: specifcy color for chairs	2,500
Design fees for swing stand	4,500
Wood seats and or customizations 15 @ \$350/each	5,250
Humanities professional to research and write intrepetive features	4,000
Marketing: design and print promotional brochures, plaque designs	4,000
Printing: print plaques and signage 5 -10 different designs @500\$/ea x 15	7,500
Plaques inatallation: 15 x \$150/each	2,250
contingency <10%	15,000
total	169,475
Ineligible In-kind	
Town of Jackson staff time help coordinate installtion of chairs and interpretive features, excavation, traffic calming, permissions, public review 25 hours	
Chamber of Commerce time - grant writing, project coordination of stakeholders	
JHPA staff time (assist w/ grant writing, lead fundraising, manage artists, oversee technical design, fabrication, coordinate installation), documentation estimated at 120/hrs @ \$95/hr	11,400



STAFF REPORT



Meeting Date:	July 19 Regular	Meeting Title:	Regular Council
Submitting Department:	Town Administration	Presenter:	Lynsey Lenamond
Agenda Item:	Resolution 21-22 Providing Approval for a Grant For Reconstruct Runway 1/19 (Phase III) AIP GRANT NO. 3- 56-0014-067-2021	Public Comment:	Yes

Purpose & Policy Considerations.

For Council to consider a resolution authorizing the Jackson Hole Airport Board to accept a grant for runway reconstruction.

Requested Action.

For Council to approve Resolution 21-22.

Recommendations.

Staff recommends approval of the resolution.

Background.

The Board has received a grant offer from the FAA in the amount of \$9,996,778 to “Reconstruct Runway 1/19 (Phase III)”.

The Teton County Board of County Commissioners, Town Council, and Jackson Hole Airport Board must each accept and approve grants and amendments thereto for improvements at the Jackson Hole Airport. The FAA requires a resolution by each as the acceptance and approval method.

Analysis.

The stakeholders include all residents and guests to the community that utilize the Jackson Hole Airport, Jackson Hole Airport Board, Teton County, and the Town of Jackson.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

This item is directly aligned with Quality Community Service Provision, specifically that the Town:

- Maintain current, coordinate service delivery (Principle 8.1)
- Coordinate the provision of infrastructure and facilities needed for service delivery (Principle 8.2)

Fiscal Impact.

This amendment would have no fiscal impact on the County or Town’s budget overall.

Staff Impact.

The impact on staff for preparing this item has been minimal, amounting to a couple of hours in the Legal and Administrative Departments.

Attachments or Links.

Resolution 21-22

Grant Offer and Agreement

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

I move to I move to adopt the Resolution authorizing the Jackson Hole Airport Board to accept FAA Grant No. 3-56-0014-067-2021 to Reconstruct Runway 1/19 (Phase III).

**TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
RESOLUTION 21-22**

A RESOLUTION PROVIDING APPROVAL FOR A GRANT FOR

RECONSTRUCT RUNWAY 1/19 (PHASE III)
AIP GRANT NO. 3-56-0014-067-2021

WHEREAS, the Jackson Hole Airport Board (the “Board”) was organized as an airport board on January 17, 1968 pursuant to Wyoming Statute §10-5-202; is deemed a joint power board pursuant to Wyoming Statute §16-1-105; and is the owner and operator of a public use airport known as the Jackson Hole Airport (“Airport”); and

WHEREAS, as such the Board is authorized to receive grants from the Federal Aviation Administration (“FAA”) for planning and/or improvements to the Airport; and

WHEREAS, the Board has received a grant offer from FAA to “Reconstruct Runway 1/19 (Phase III)” at the Airport in the maximum amount of \$9,996,778, and the Board desires to accept such grant; and

WHEREAS, the FAA requires a resolution of approval from the Town of Jackson, as co-sponsor, in order for the Airport to receive such a grant.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Jackson, Wyoming that it hereby provides approval for the Board to accept FAA AIP Grant Number 3-56-0014-067-2021 in the amount of \$9,996,778 for the purpose of “Reconstruct Runway 1/19 (Phase III),” as more fully described in the Project Application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this 19th day of July 2021

TOWN OF JACKSON, WYOMING

ATTEST:

Lynsey Lenamond, Town Clerk

By: _____
Hailey Morton Levinson, Mayor



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

July 6, 2021

Mr. John Eastman, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Ms. Natalia Macker, Chairwoman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Dear Mr. Eastman, Mayor Morton Levinson, and Commissioner Macker:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0014-067-2021 at the Jackson Hole Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The grant must be executed no later than August 13, 2021, in order for the grant to be valid.
- The sponsor's authorized representative must execute the grant by providing their electronic signature.
- Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- You may not make any modification to the text, terms or conditions of the grant offer.
- Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at the end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" will be sent separately via email.** Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Rebecca Wersal is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Rebecca at (303) 342-1257.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


 John P. Bauer (Jul 6, 2021 15:30 MDT)

John P. Bauer
 Manager, Denver Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

**FAA Airport Improvement Program (AIP)
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	<u>July 6, 2021</u>
Airport/Planning Area	<u>Jackson Hole Airport</u>
FY2021 AIP Grant Number	<u>3-56-0014-067-2021 [Contract No. DOT-FA21NM-1072]</u>
Unique Entity Identifier	<u>122800647</u>

TO: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 25, 2021, for a grant of Federal funds for a project at or associated with the Jackson Hole Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jackson Hole Airport (herein called the "Project") consisting of the following:

Reconstruct Runway 1/19 (Phase III)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of:

- (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto
- (b) the Sponsor's acceptance of this Offer; and

(c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$9,996,778.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 \$0 for planning;
 \$9,996,778 airport development or noise program implementation; and,
 \$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 13, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a, land project, if funds are available:
 1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 5, 2007, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

23. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
24. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

SPECIAL CONDITIONS

25. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
26. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
27. **AGIS Requirements.** Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning

deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

28. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
30. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
31. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
 - a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;

- b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
- 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 32. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:
 - a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - a. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - b. Failure to provide a complete report as described in paragraph b., or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - c. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

33. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


John P Bauer (Jul 6, 2021 15:30 MDT)
(Signature)

John P. Bauer
(Typed Name)

Manager, Denver Airports District Office
(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By:

(Signature of Sponsor's Attorney)

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The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁴

Dated

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

Attested By:

(Signature of Sponsor's Attestation)

(Typed Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

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That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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I declare under penalty of perjury that the foregoing is true and correct.⁵

Dated at _____

By:

(Signature of Sponsor's Attorney)

⁵ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.⁶

Dated

COUNTY OF TETON, WYOMING

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

Attested By:

(Signature of Sponsor's Attestation)

(Typed Name of Sponsor's Attestation)

(Title of Sponsor's Attestation)

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CERTIFICATE OF SPONSOR'S ATTORNEY

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I declare under penalty of perjury that the foregoing is true and correct.⁷

Dated at _____

By:

(Signature of Sponsor's Attorney)

⁷ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.

- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States

Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that—

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
- e. Required Contract Provisions.
 - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 - 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of
July 6, 2021

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

STAFF REPORT



Meeting Date:	July 19, 2021	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Resolution 21-23, A Resolution of Support for the WBC Grant Application for the Summit Connector Chair Placemaking Project	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve Resolution 21-23, a resolution of support for the Wyoming Business Council (WBC) grant application for the Summit Connector Chair Placemaking Project.

Requested Action.

To approve Resolution 21-23, a resolution of support for the Wyoming Business Council (WBC) grant application for the Summit Connector Chair Placemaking Project.

Recommendations.

Staff recommends approval of Resolution 21-23, a resolution of support for the Wyoming Business Council (WBC) grant application for the Summit Connector Chair Placemaking Project.

Background.

The Public Hearing for the WBC grant application was held at the Regular Town Council meeting for the purpose of approving the submittal of the application, as the applicant for the WBC application is the Town of Jackson.

Analysis.

This project, of which the Town of Jackson is the applicant, would help the WBC achieve its goals by specifically activating new economic sectors, while adding value to the Town's core industries (tourism). The proposed installation would add value to Downtown Jackson, Cache Street, and Snow King Mountain Resort by connecting them with an innovative historic art installation that includes up to 30 chairlift chairs in various executions, including swings, chairs and gathering areas.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

2.1: Snow King Resort

This TRANSITIONAL Subarea is currently subject to the Snow King Resort Master Plan. The plan seeks to create a vibrant mixed use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and serves as a permeable border between the Town and Snow King Mountain. The resort has long been an integral part of the community, playing the role of the "Town Hill", providing a host of winter and summer recreational amenities.

In the future, the subarea will complement Downtown (Subarea 2.3) lodging and tourist amenities. Lodging will be provided in a variety of types and forms from hotel rooms to condominiums, to support the local tourism-based economy. The size and scale of structures will often be larger than those typically allowed in other subareas of Town, as resorts typically require a larger critical mass necessary to support visitor functions. Though buildings will tend to be

larger than in other districts, the subarea will maintain an abundance of open space in relation to the built environment as a key to a successful resort experience.

Consistent with the master plan, Snow King Avenue will be developed into a mixed-use corridor that includes a variety of commercial uses while still serving as a major transportation corridor in the community. Along with this it will be important to create a more visible and attractive base area along Snow King Avenue to attract residents and visitors to the many amenities and recreational opportunities found there.

2.2: Snow King and South Cache Corridors

This TRANSITIONAL Subarea is envisioned as a pedestrian-oriented mixed-use corridor comprised of mixed use and/or multifamily residential structures. The goal of the corridor will be to provide an attractive pedestrian link between Snow King Resort (Subarea 2.1) and Downtown (Subarea 2.3). The corridor is anchored by the Center for the Arts, the community hub for cultural events and activities and other public spaces, including the Center for the Arts Park, Phil Baux Park and the Snow King base area.

The goal of this subarea will be to provide an attractive pedestrian link between Downtown, Snow King, and the many under-utilized public spaces in the area. To achieve this, ground-level uses should add vitality and street life that support the Center for the Arts and attract residents and visitors to the subarea. Upper floors should provide residential uses, designed to promote workforce housing. Buildings should be two stories in height and front the street. Care and attention will be necessary to ensure a successful integration between this mixed-use subarea and the adjacent Core Residential (Subarea 3.2). Particular attention will need to be given to the location of buildings, parking, types of uses, and intensity of uses to ensure a successful transition.

Additional Areas of Alignment with the Comprehensive Plan

- Policy 3.3.e: Promote quality spaces in Complete Neighborhoods
- Policy 4.2.c: Create vibrant walkable mixed-use Subareas
- Policy 4.2.e: Protect the image and function of the Town Square
- Policy 4.4.a: Maintain and improve public spaces
- Policy 4.4.b: Enhance Jackson gateways

Fiscal Impact.

Approval of Resolution 21-23 would meet the requirements for the grant application process. Fiscal impact for this item includes future costs related to design, engineering, and construction have been estimated to support the terms of the grant application, with final costs for the complete project yet to be determined.

Staff Impact.

Staff impact for this item included roughly 3 hours of staff time creating Resolution 20-23.

Attachments or Links.

- Resolution 21-23

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

I move to approve Resolution 21-23, a resolution of support for the Wyoming Business Council (WBC) grant application for the Summit Connector Chair Placemaking Project.

RESOLUTION OF SUPPORT

RESOLUTION NO. 21-23

A RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL UNDER THE BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM FOR AN ENHANCEMENT GRANT ON BEHALF OF THE GOVERNING BODY OF THE TOWN OF JACKSON

FOR THE PURPOSE OF: SUMMIT CONNECTOR CHAIR PLACEMAKING PROJECT

WITNESSETH

WHEREAS, the Governing Body of the Town of Jackson desires to participate in the Business Ready Community Grant and Loan Program to assist in financing this project; and

WHEREAS, the Governing Body of the Town of Jackson recognizes the need for the Summit Connector Chair Placemaking Project and believes this project will address those needs; and

WHEREAS, the public benefits of this project will be economic development, beautification of public space, generation of creative placemaking through history and art, visual connection from Town Square to Snow King Mountain, increased vitality in the downtown core and the consideration is measured by the successful installation of rehabilitated Snow King summit chairs installed for use by pedestrians accompanied by historical interpretive features; and

WHEREAS, the specific goals and measures of success of this project are increased walkability in downtown Jackson, visual connectivity between downtown Jackson and Snow King Mountain, and preservation of Snow King Mountain Resort heritage; and

WHEREAS, the Business Ready Community Grant and Loan Program requires that certain criteria be met, as described in the Wyoming Business Council's Rules governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the Governing Body of the Town of Jackson plans to provide cash match to this Business Ready Community Grant and Loan Program Enhancement project from the following source(s):

1. Town of Jackson Public Art Funds: \$5,000
2. Snow King Mountain donated lift chairs: \$22,500; and

WHEREAS, the Governing Body of the Town of Jackson plans to provide staff time as an in-kind match to this Business Ready Community Grant and Loan Program Enhancement project from the following source(s):

1. Public Works: for the purpose of design and construction management, \$2,500
2. Planning: for the purpose of design and location placement, \$1,200
3. Parks and Recreation: for the purpose of design and location placement, \$2,200; and

WHEREAS, the Governing Body for the Town of Jackson has a comprehensive operation and maintenance plan including projected expenses and project income sources extending the life of the asset(s); and

WHEREAS, In the event of any project cost overruns, the Town of Jackson will provide funding in the amount necessary to complete the project utilizing Town of Jackson Public Art Funds; and

WHEREAS, the Governing Body for the Town of Jackson is considering other possible funding solutions for this project which include local business sponsors, private donations, and Wyoming Humanities Council grant funding; and

WHEREAS, the Town of Jackson is working in partnership with the Chamber of Commerce, Jackson Hole Public Art, Snow King Mountain Resort, and private business entities; and

WHEREAS, the Town of Jackson held a public hearing on July 19, 2021, to solicit testimony from citizens, and gave full consideration to all comments received; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE Town of Jackson, that a grant application in the amount of \$100,000 be submitted to the Wyoming Business Council for consideration of assistance in funding the Summit Connector Chair Placemaking Project.

BE IT FURTHER RESOLVED, that Jackson Hole Public Art and the Chamber of Commerce are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Governing Body on all matters relating to this grant application.

This Resolution shall become effective upon adoption.

PASSED, APPROVED AND ADOPTED THIS 19th day of July, 2021.

TOWN OF JACKSON

By: _____
Arne Jorgensen, Vice Mayor

ATTEST:

By: _____
Lynsey Lenamond, Town Clerk

CERTIFICATE

I, Lynsey Lenamond, hereby certify that the foregoing Resolution was adopted by the Town of Jackson at a public meeting held on July 19, 2021, and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the public record of the Town of Jackson.

Lynsey Lenamond
Town Clerk

ORDINANCE X

AN ORDINANCE ANNEXING TO THE CITY OF JACKSON, WYOMING CERTAIN REAL PROPERTY; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT CONSISTENT WITH THE ADJACENT ZONING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

The City of Jackson hereby finds as follows:

- a) That the governing body of the City of Jackson initiated proceedings to annex the portion of right of way of High School Road, situate in S1/2 NW1/4 Section 6, Township 40 North, Range 116 West of the 6thPM, Teton County, Wyoming; and
- b) That an accurate annexation map of said land is attached to this ordinance as Exhibit A, said map prepared by Kenneth Magrath, a Professional Land Surveyor, licensed in the State of Wyoming; and
- c) That the annexation of said area is for the protection of health, safety, and welfare of the persons residing in the area and the City of Jackson; and
- d) That the area sought to be annexed will constitute a natural, geographical, economical and social part of the City of Jackson; and
- e) That the area is a logical and feasible addition to the City and that the extension of basic services such as water and sewer systems, police and fire protection and other services customarily available in the City of Jackson can, within reason, be furnished; and
- f) That the City of Jackson does not own or operate its own electrical utility, and its governing body is prepared to designate a utility to serve the annexed area pursuant to W.S. 15-1-410, and to authorize the designated utility to serve the entire annexed area.

SECTION II.

That all of the real property described in Exhibit A is hereby annexed to the City of Jackson, Wyoming, and shall become a part thereof.

SECTION III.

On the taking effect of this Ordinance, the corporate limits of the City of Jackson and boundary lines thereof shall show and include the above-described property as being within a portion of said City.

SECTION IV.

The Official Zoning District Map of the City of Jackson is hereby amended to include the property described in Exhibits A and classify it consistent with the adjacent zoning.

SECTION V.

The Clerk of the City 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 VI.

This Ordinance shall be in full force and effect upon its publication.

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED, APPROVED, AND ADOPTED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

STATE OF WYOMING) ATTESTATION OF TOWN CLERK
) 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 _____, 2021.

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

Lynsey Lenamond, Town Clerk

Exhibit A



ORDINANCE Y

AN ORDINANCE ANNEXING TO THE CITY OF JACKSON, WYOMING CERTAIN REAL PROPERTY; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT CONSISTENT WITH THE ADJACENT ZONING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

The City of Jackson hereby finds as follows:

- a) That the governing body of the City of Jackson initiated proceedings to annex the portion of right of way of Wyoming State Highway No. 22, situate in S1/2 NE1/4 Section 32, Township 41 North, Range 116 West of the 6thPM, Teton County, Wyoming; and
- b) That an accurate annexation map of said land is attached to this ordinance as Exhibit A, said map prepared by Mark Fellermann, a Professional Land Surveyor, licensed in the State of Wyoming; and
- c) That the annexation of said area is for the protection of health, safety, and welfare of the persons residing in the area and the City of Jackson; and
- d) That the area sought to be annexed will constitute a natural, geographical, economical and social part of the City of Jackson; and
- e) That the area is a logical and feasible addition to the City and that the extension of basic services such as water and sewer systems, police and fire protection and other services customarily available in the City of Jackson can, within reason, be furnished; and
- f) That the City of Jackson does not own or operate its own electrical utility, and its governing body is prepared to designate a utility to serve the annexed area pursuant to W.S. 15-1-410, and to authorize the designated utility to serve the entire annexed area.

SECTION II.

That all of the real property described in Exhibit A is hereby annexed to the City of Jackson, Wyoming, and shall become a part thereof.

SECTION III.

On the taking effect of this Ordinance, the corporate limits of the City of Jackson and boundary lines thereof shall show and include the above-described property as being within a portion of said City.

SECTION IV.

The Official Zoning District Map of the City of Jackson is hereby amended to include the property described in Exhibit A and classify it consistent with the adjacent zoning.

SECTION V.

The Clerk of the City 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 VI.

This Ordinance shall be in full force and effect upon its publication.

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED, APPROVED, AND ADOPTED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

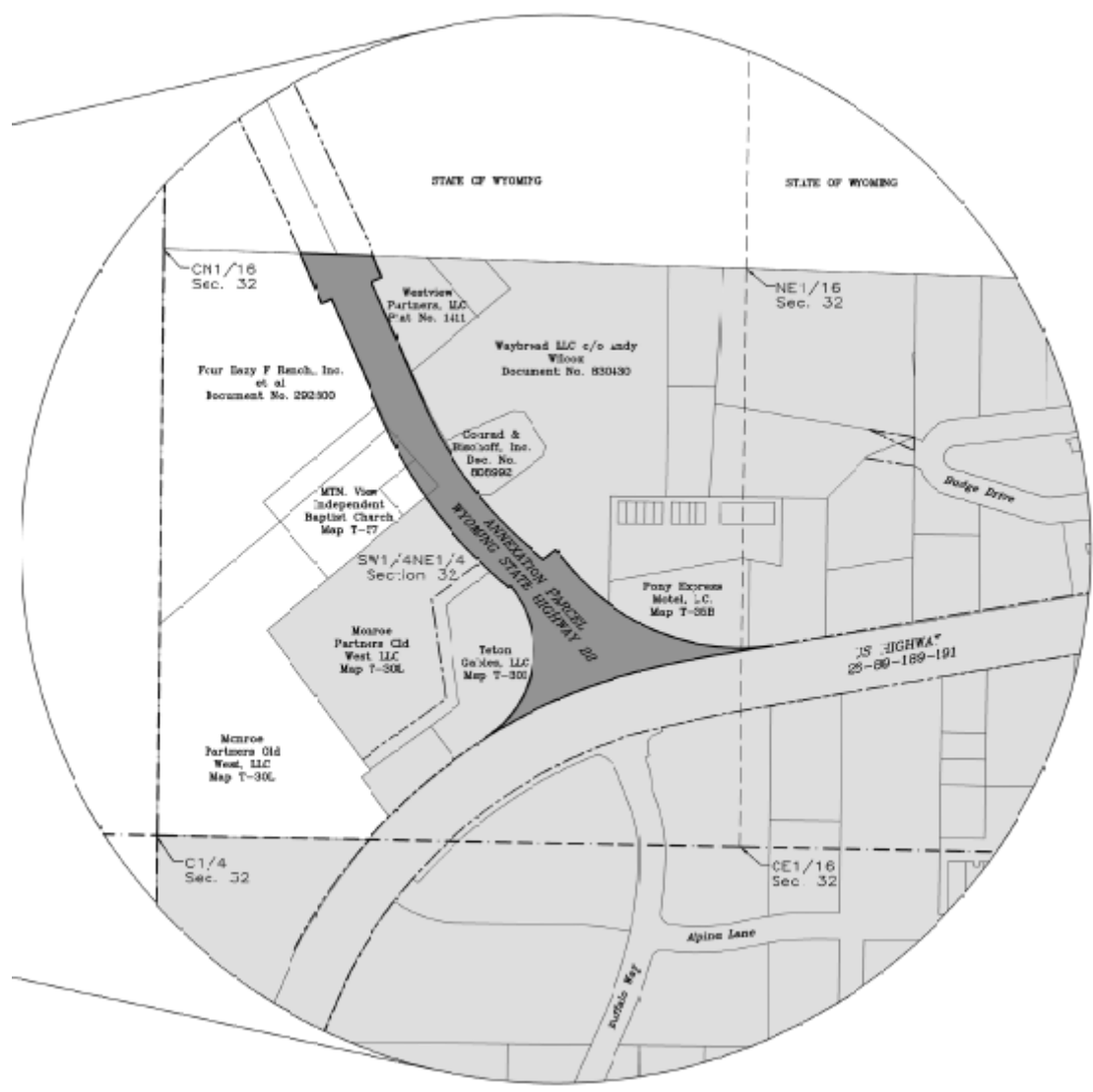
STATE OF WYOMING) ATTESTATION OF TOWN CLERK
) ss.
COUNTY OF TETON)

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 _____, 2021.

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

Lynsey Lenamond, Town Clerk

Exhibit A



ORDINANCE Z

AN ORDINANCE ANNEXING TO THE CITY OF JACKSON, WYOMING CERTAIN REAL PROPERTY; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT CONSISTENT WITH THE ADJACENT ZONING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

The City of Jackson hereby finds as follows:

- a) That the governing body of the City of Jackson initiated proceedings to annex the portion of right of way of North Cache Street, situate in SW1/4 NW1/4 Section 27 & SE1/4 NE1/4 Section 28, Township 41 North, Range 116 West of the 6thPM, Teton County, Wyoming; and
- b) That an accurate annexation map of said land is attached to this ordinance as Exhibit A, said map prepared by Mark Fellermann, a Professional Land Surveyor, licensed in the State of Wyoming; and
- c) That the annexation of said area is for the protection of health, safety, and welfare of the persons residing in the area and the City of Jackson; and
- d) That the area sought to be annexed will constitute a natural, geographical, economical and social part of the City of Jackson; and
- e) That the area is a logical and feasible addition to the City and that the extension of basic services such as water and sewer systems, police and fire protection and other services customarily available in the City of Jackson can, within reason, be furnished; and
- f) That the City of Jackson does not own or operate its own electrical utility, and its governing body is prepared to designate a utility to serve the annexed area pursuant to W.S. 15-1-410, and to authorize the designated utility to serve the entire annexed area.

SECTION II.

That all of the real property described in Exhibit A is hereby annexed to the City of Jackson, Wyoming, and shall become a part thereof.

SECTION III.

On the taking effect of this Ordinance, the corporate limits of the City of Jackson and boundary lines thereof shall show and include the above-described property as being within a portion of said City.

SECTION IV.

The Official Zoning District Map of the City of Jackson is hereby amended to include the property described in Exhibit A and classify it consistent with the adjacent zoning.

SECTION V.

The Clerk of the City 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 VI.

This Ordinance shall be in full force and effect upon its publication..

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED, APPROVED, AND ADOPTED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

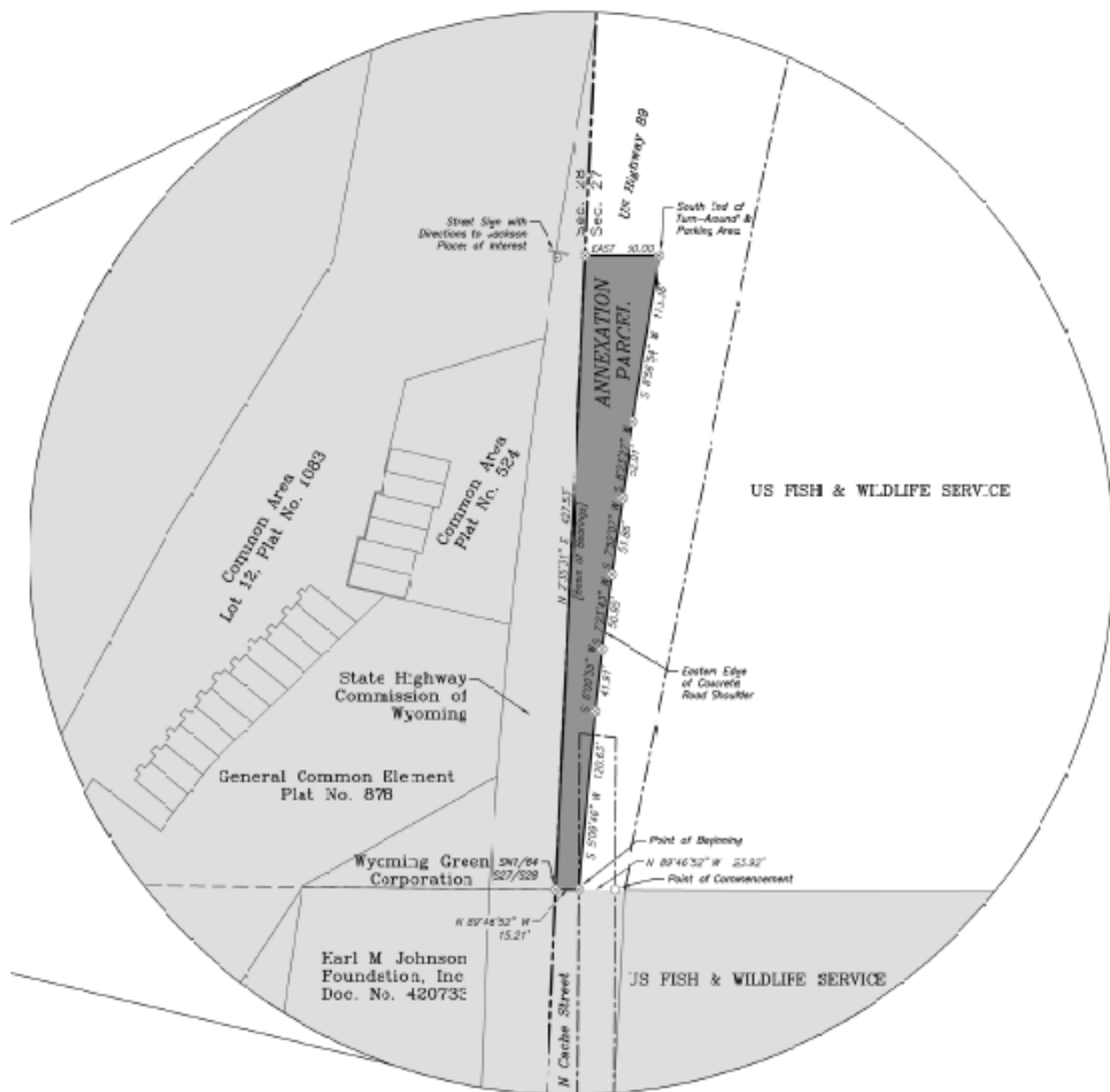
STATE OF WYOMING ATTESTATION OF TOWN CLERK
)
) ss.
COUNTY OF TETON)

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 _____, 2021.

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

Lynsey Lenamond, Town Clerk

Exhibit A



ORDINANCE A

AN ORDINANCE ANNEXING TO THE CITY OF JACKSON, WYOMING CERTAIN REAL PROPERTY; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT AS A PART OF THE NEIGHBORHOOD LOW DENSITY – 3 (NL-3) DISTRICTAND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

The City of Jackson hereby finds as follows:

- a) That the governing body of the City of Jackson initiated proceedings to annex the .49 acre parcel part of the NE¼ SE¼ of Section 32, T. 41N, R. 116W, 6th P.M., Teton County, Wyoming; and
- b) That an accurate annexation map of said land is attached to this ordinance as Exhibit A, said map prepared by Mark Fellermann, a Professional Land Surveyor, licensed in the State of Wyoming; and
- c) That the annexation of said area is for the protection of health, safety, and welfare of the persons residing in the area and the City of Jackson; and
- d) That the area sought to be annexed will constitute a natural, geographical, economical and social part of the City of Jackson; and
- e) That the area is a logical and feasible addition to the City and that the extension of basic services such as water and sewer systems, police and fire protection and other services customarily available in the City of Jackson can, within reason, be furnished; and
- f) That the City of Jackson does not own or operate its own electrical utility, and its governing body is prepared to designate a utility to serve the annexed area pursuant to W.S. 15-1-410, and to authorize the designated utility to serve the entire annexed area.

SECTION II.

That all of the real property described in Exhibit A is hereby annexed to the City of Jackson, Wyoming, and shall become a part thereof.

SECTION III.

On the taking effect of this Ordinance, the corporate limits of the City of Jackson and boundary lines thereof shall show and include the above-described property as being within a portion of said City.

SECTION IV.

The Official Zoning District Map of the City of Jackson is hereby amended to include the property described in Exhibit A in the Neighborhood Low Density – 3 (NL-3) district.

SECTION V.

The Clerk of the City 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 VI.

This Ordinance shall be in full force and effect upon its publication.

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED, APPROVED, AND ADOPTED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

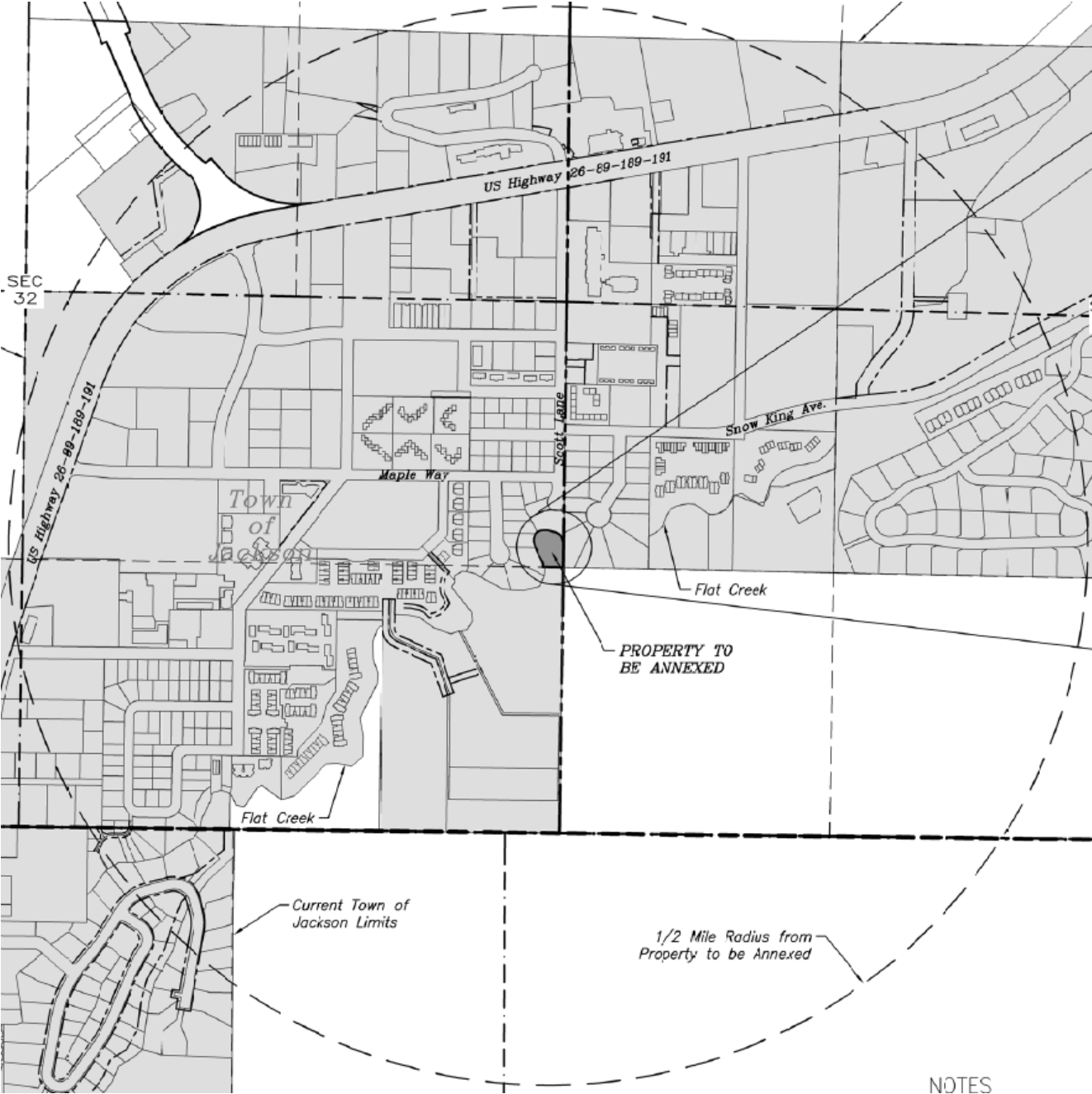
STATE OF WYOMING ATTESTATION OF TOWN CLERK
)
) ss.
COUNTY OF TETON)

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 _____, 2021.

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

Lynsey Lenamond, Town Clerk

Exhibit A



NOTES

ORDINANCE B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 90, 90A, 172, 227, 375, 388, 389, 516, 544, 577, 569, 605, 987, 998, 1063, 1072, 1185, AND 1245, SECTION 2 OF ORDINANCE NOS. 90A AND 227, SECTION 3 OF ORDINANCE NOS. 90, 90A, 503, AND 853, SECTION 6 OF ORDINANCE NO. 853, SECTION 7 OF ORDINANCE NO. 504, AND SECTIONS 8, 9, AND 13 OF ORDINANCE NO. 90; AND SECTIONS 6.10.010, 6.30.020, 6.30.030, 6.30.040, AND 6.40.045 OF THE JACKSON MUNICIPAL CODE REGARDING LIQUOR LICENSES AND PERMITS AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Ordinance Nos. 90, 90A, 172, 227, 375, 388, 389, 516, 544, 577, 569, 605, 987, 998, 1063, 1072, 1185, and 1245, Section 2 of Ordinance Nos. 90A AND 227, Section 3 of Ordinance Nos. 90, 90A, 503, and 853, Section 6 of Ordinance No. 853, Section 7 of Ordinance No. 504, and Sections 8, 9, and 13 of Ordinance No. 90 and Sections ,6.10.010, 6.30.020, 6.30.030, 6.30.040, and.40.045 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

6.10.010 Definitions.

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.

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. Restaurant shall designate dispensing areas to contain all open alcohol containers and beer taps and for servers to open, pour, and mix alcoholic drinks. No alcohol may be consumed within these areas and drinks will be delivered to seated customers. Alcohol may not be passed over an eating counter or bar from the dispensing area to the customer. Only employees over 18 are permitted in dispensing area and only employees over 21 may dispense and sell alcohol.
5. Alcohol shall be dispensed and prepared for consumption in the licensed building in areas approved by the local licensing authority.

(Ord._____ §_____, 2021; Ord. 1245 § 1, 2020; Ord. 1185 § 1, 2017; Ord. 998 § 1, 2011; Ord. 853 § 3, 2007; Ord. 389 § 1, 1989; Ord. 90 § 1, 1965)

6.30.020 Restaurant Liquor Licenses

A restaurant liquor licensee shall not promote or operate the restaurant as a bar or lounge.

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. 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._____ §_____, 2021; Ord. 1245 § 1, 2020; 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)

6.40.030 Hours of Sale: Unlawful Acts Designated.

A. All persons licensed under this Title shall close the dispensing area 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.

6.40.040 Place of Sale: Location, Regulation, and Restrictions.

The place in which alcoholic and malt beverages are sold 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 Tamper Evident Seal; or
- 3. An aluminum can sealing by a seaming machine; or
- 4. In a plastic bag and heat sealed closed; or
- 5. In a container that has a breakable seal incorporated in the container cap; or
- 6. 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.

(Ord._____ §_____, 2021; Ord. 1245 § 1, 2020; 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.)

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 _____ 2021.
PASSED 2ND READING THE _____ DAY OF _____ 2021.
PASSED AND APPROVED THE _____ DAY OF _____ 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, 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 _____, 2021.

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

Lynsey Lenamond, Town Clerk

MEMORANDUM

TO: Mayor and Town Council
FR: Larry Pardee, Town Manager
DT: July 19, 2021
RE: Town Manager's Report

START Advertising

The START Board would like to move forward with an advertising policy specific to START that would not have an impact on other Town Departments or the Town as a whole. The policy would address advertising in transit facilities, including the START facility, bus stops, and any facilities leased by START as transit stops, and all transit vehicles, including passenger buses (both interior advertising and exterior bus wraps), leased vehicles, microtransit vehicles, and START Bikes. The policy that would be developed by the Town Attorney with input from the START Board includes areas such as purpose and intent, definitions, implementation responsibility, permitted advertising content as well as prohibited advertising content, and procedures. Because the Town owns the START assets and property, the Town Council must be comfortable with advertising on these assets. If the Town Council is comfortable with this, the next step would be for the draft advertising policy to be brought back to the Town Council for approval. In updates to the County Commission, the Transit Director will provide a general update on this policy as well. Once that is complete, START would then approve the draft policy, complete the noticing and timeline required by the Wyoming Administrative Procedures Act (WAPA), and present the final policy to the START Board for approval prior to the Town Council approving the final policy. The tentative timeline is below:

8/16 Town Council Regular Meeting – approve DRAFT policy for START review
9/9 START Board – approve DRAFT policy, initiate WAPA process
11/11 START Board – public hearing on WAPA process and final adoption
12/6 Town Council Regular Meeting – Final Approval from Town Council

With the acceptance of the Town Manager's report into the record, staff will proceed with completing the draft advertising policy and bring that back to the Town Council for initial approval prior to next steps.

START Variable-Hour Operator Winter Season Bonus

Variable-hour Winter Season Transit Operators were eligible for a total of \$1750 in a combined signing/season bonus based on their hours averaged for the season. Operators averaging 30 hours/week or more received a \$437.50 signing bonus after the first full pay period and then received the remainder, \$1,312.50 at the end of the season. Advertising for winter Transit Operators begins in the next few weeks and in

order to attract applicants, in addition to increasing the starting wage to \$22.00/hr, staff is proposing to increase the bonus to \$2,000 total and have it be a combination of a signing bonus, a season bonus, and a bonus for possession of a Class B CDL. At one point, our new wage of \$22/hr was the highest of communities compared, but recently one community increased their rate to \$23/hr. At this point, it would appear a bonus of \$2000 is slightly higher than comparable communities and most seem to be at the \$1500 level.

Last year a total of \$44,011.66 was paid out in bonuses with 40 drivers receiving the signing bonus and 26 drivers receiving the season bonus (they must complete the season with no accidents, etc). Increasing the bonus amount by \$250 on last year's numbers would have increased the budget by approximately \$6500.

Our ability to implement the Route Plan is directly tied to our ability to attract seasonal Operators for the winter season and other seasons.

E-Bike Licensing, Training and Related Issues

Recently Council requested staff look into e-bike licensing, training, and related issues.

Training

As to training, staff did not find a "training" class on e-bike use only; rather, online bike riding safety courses exist that discuss basic principles and how e-bikes alter/enhance the relevant principles. This includes hazards and conflicts associated with higher-speed riding; maneuvering and stopping considerations; the dynamics of lane control; understanding cyclist behaviors and how to use them; the need to practice "driver behavior" when riding at higher speeds; and the like.

Licensing E-Bikes (including mandating training prior to licensure)

Research indicates e-bike licensing is not common in municipalities. Licensing, and enforcing the scheme (registration, training, renewal), is a personnel-intensive program. Chief Weber estimates the Police Department would need two additional staff members to accomplish this, a challenging proposition in the current employment climate on short notice (i.e., for this summer).

What Actions Have Recently Been Taken

In light of comments and community concerns about e-bikes, the Police Department has partnered with Friends of Pathways, Teton County School District, Senior Center of Jackson Hole and Presbyterian Church of JH, to provide e-bike safety and education courses to riders of all ages. The length of the courses varied from 30 minutes to 2 hours in length. The radar trailer has been deployed in the area of Garaman Park to alert riders to their speed and "SLOW" signs have been posted to remind users of the need to reduce their speed in the congested areas.

Further Steps That Will be Undertaken This Summer

The Police Department has and will continue to deploy sworn and non-sworn personnel on the pathways 1-3 hours a day to increase presence, communication with users, and

real-time education throughout the pathways in the Town. This action for the remainder of the summer – the high season of pathway usage – should, overall, improve compliance with the rules of the pathways (speed, bell usage, courtesy, etc.) and provide the Town information on particular problem areas, if any.

Plan for Spring/Summer 2022

Staff proposes providing Council with a detailed staff report in January of 2022 with options for consideration for the spring/summer of 2022. Those options will also include the fiscal and staff impacts to be considered should a particular course of action be taken. Options will include hiring a part-time summer CSO dedicated to addressing pathway issues (bikes, dogs, behavior, etc.); pathway presence plan; cooperative opportunities with community groups; education regime; and community communication plan.

With Council's acceptance of the Town Manager's report into the record, staff will proceed in the manner as outlined and the Council can expect to see a report in January of 2022