

Jackson Town Council Regular Meeting

November 15, 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

- A. To join, click the link or copy to your browser: <https://us02web.zoom.us/j/81873876059?pwd=WnEyV0RBWVpiV3UrL0VZTm53d1F2dz09>
If the link does not work, join at [zoom.com](https://zoom.us) with Webinar ID **818 7387 6059** Password: **83001**
or join by phone **1.346.248.7799** with Webinar ID **818 7387 6059** and Passcode **83001**

II. OPENING

- A. Call to Order and Roll Call
B. Pledge of Allegiance
C. Announcements/Proclamations
1. Introduce New Employees. Sean Leonhard, Police Officer; Carly Anderson, Assistant Town Attorney; Andrea Reynolds, Community Service Officer; Levi Scribner, Police Officer
2. National Apprenticeship Week Proclamation

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. November 1, 2021 special workshop
2. November 1, 2021 regular meeting
B. Disbursements
C. October Municipal Court Report
D. P21-234 175 S. Glenwood St. Development Agreement
E. Special Event: Tribe Traditional Christmas Eve Service
F. Special Event: Winter Wonderland
G. Special Event: Small Business Saturday
H. P21-266 Temporary Sign Permit: Holiday Bazaar
I. P21-265 Temporary Sign Permit: Art Classes

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.

- J. P21-259 Temporary Sign Permit: Soroptimist
- K. P21-269 Temporary Sign Permit: JH Classical Academy Book Fair
- L. P21-270 Temporary Sign Permit: JH Classical Academy Ceremony of Carols
- M. P21-281 County Sewer Connection Request 1040 E. Evans (WYDOT Housing)

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

- A. Planning
 - 1. 90-Day Stay Request for Issuance of Demolition Permit 445 E Kelly Ave. (Tyler Sinclair)
 - 2. **Item P21-240:** Subdivision Plat 185 N. Glenwood (Tyler Valentine)
 - 3. **P21-246:** Request for Subdivision Plat at 10 E. Simpson (Katelyn Page) *this item will be continued to December 20, 2021*
 - 4. **Item P21-256:** Subdivision Plat King St. Condos (Tyler Valentine)
- B. Housing
 - 1. 400 W. Snow King Avenue CDBG Hearing

VI. RESOLUTIONS

- A. **Resolution #21-28:** Sewer Water Resolution (Tyler Sinclair)

VII. ORDINANCES

- A. **Ordinance Q:** Vacancies in Elected Office – (presented for third reading and designated #1300, Roxanne Robinson)
- B. **Ordinance R:** Terra Firma Franchise Agreement (presented for second reading, Lea Colasuonno)
- C. **Ordinance S:** Time for Regular Workshops (presented for first reading, Roxanne Robinson)
- D. **Ordinance T:** Title 15 Buildings and Construction International Building Code (presented for first reading, Tyler Sinclair)
- E. **Ordinance U:** Title 15 Buildings and Construction International Energy Conservation Code (presented for first reading, Tyler Sinclair)
- F. **Ordinance V:** Title 15 Buildings and Construction International Existing Building Code (presented for first reading, Tyler Sinclair)
- G. **Ordinance W:** Title 15 Buildings and Construction International Fire Code and International Wildland-Urban Interface Code (presented for first reading, Tyler Sinclair)
- H. **Ordinance X:** Title 15 Buildings and Construction International Mechanical Code (presented for first reading, Tyler Sinclair)
- I. **Ordinance Y:** Title 15 Buildings and Construction International Residential Code (presented for first reading, Tyler Sinclair)
- J. **Ordinance Z:** Title 15 Buildings and Construction International Plumbing Code (presented for first reading, Tyler Sinclair)
- K. **Ordinance A:** Title 15 Buildings and Construction International Fuel Gas Code (presented for first reading, Tyler Sinclair)

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VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Virtual Setting for Next Month's Town Council Meetings
- B. Moratorium Procedures and Process
- C. Bear Activity in Town Limits
- D. 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.

Carly Anderson

Carly is joining the legal department as an assistant town attorney. Prior to this position, Carly worked as a prosecutor for the State of Wyoming for nearly seven years. Carly loves all that the Jackson community offers and is excited to join the Town organization.

Andrea Reynolds

Andrea is our newest Community Service Officer in the Police Department. She comes to us from Juneau, Alaska.

Andrea has an extensive background in the adventure travel industry. She was drawn to Jackson for the smaller diverse community, abundance of wildlife, and opportunities to explore the mountains. She looks forward to using her Spanish language skills to better communicate with our community members.

During her free time, she looks forward to enjoying the many outdoor activities that the area has to offer.

Levi Scribner

Levi Scribner was Born and Raised in Crescent City California. He attended and Played football at the University of Jamestown in North Dakota where he graduated with a Bachelor's in Criminal Justice. Levi most recently worked as a corrections officer at the James River Correctional Center in North Dakota.

Sean Leonhard

Sean is originally from Northern Michigan, where he enlisted in the U.S. Air Force. Sean served nine years in the Air Force as a Security Forces specialist at various locations all over the world. Sean decided it was time to separate and serve the Jackson community as a police officer.

PROCLAMATION

DECLARING NOVEMBER 15, 2021 THROUGH NOVEMBER 21, 2021 NATIONAL APPRENTICESHIP WEEK

WHEREAS, National Apprenticeship Week is celebrating its 6th anniversary of raising awareness of the vital role apprenticeships provide in creating a qualified and highly-skilled workforce in diverse industries in Jackson, WY and across the nation; and

WHEREAS, the advancement and well-being of the United States of America depends upon the continued development of skilled workers in their chosen fields; and

WHEREAS, there are more job openings than job seekers in the United States, and the expansion of apprenticeship will help bridge the skills gap to fill these jobs; and

WHEREAS, Jackson, WY recognizes that robust apprenticeship programs provide tangible value to both job creators and apprentices, with the potential to increase productivity, improve diversity and inclusion, and reduce recruitment and training costs while providing a pathway to prosperous careers for job seekers.

NOW, THEREFORE, I, Arne Jorgensen, Vice Mayor of Jackson, WY, do hereby declare November 15, 2021, through November 21, 2021, as National Apprenticeship Week in the Town of Jackson, WY.

DATED THIS 15th DAY OF NOVEMBER , 2021.

TOWN OF JACKSON

Arne Jorgensen, ViceMayor

ATTEST:

Lynsey Lenamond, Town Clerk

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

November 1, 2021

JACKSON, WYOMING

The Jackson Town Council met in special workshop session at 9:00 A.M. This meeting was held virtually 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, Jonathan Schechter, and Jim Rooks. Jessica Sell Chambers joined at 9:40 a.m.

STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Kelly Thompson, Floren Poliseo, April Norton, Lea Colasuonno, and Lynsey Lenamond.

Future Funding of Local Government. Larry Pardee, Kelly Thompson, and Tyler Sinclair made staff comment. Council held discussion with staff on Phase 5 of Future Funding of Local Government. There was no public comment.

Adjourn. A motion was made by Jim Rooks and seconded by Jonathan Schechter to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 11:04 a.m.

TOWN OF JACKSON

ATTEST:

Lynsey Lenamond, Town Clerk
minutes:ll

Publish JH News & Guide: November 10, 2021

Hailey Morton Levinson, Mayor

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

November 1, 2021

JACKSON, WYOMING

The Jackson Town Council met in a regular session at 6:00 P.M. This meeting was held virtually 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, Jonathan Schechter, Jessica Sell Chambers, and Jim Rooks.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Roxanne Robinson, Paul Anthony, Michelle Weber, Carl Pelletier, Brian Lenz, Floren Poliseo, Johnny Ziem, and Lynsey Lenamond.

Mayor Morton Levinson led those in attendance in the Pledge of Allegiance and introduced new employee Matthew Doyle.

Public Comment. Brian Bales, Sean Mulherin, Jessica Shermerhorn, and Caroline Daley made public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the consent calendar including items A-G 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 October 18, 2021 special workshop and the October 18, 2021 regular meeting.

B. Disbursements. To approve disbursements as presented. 3T PRODUCTS, LLC \$1,017.40; ACE HARDWARE \$605.36; ADAMS, MELANIE \$596.12; ADVANCED PUMP & EQUIPMENT, INC \$8,400.00; ALDER ENVIRONMENTAL LLC \$19,795.00; AMAZON \$626.45; AMERIWEST WATER SERVICES \$10,137.71; APEX SAGE INC \$2,198.75; ARCHITECTURAL BUILDING SUPPLY \$1,692.34; AT&T \$43.23; AVAIL VALLEY CONTRUCTION-IDAHO, LLC \$214,362.00; BESTDRIVE IDAHO FALLS \$2,316.00; BIG R RANCH & HOME \$398.86; BISCOMBE, KELLY \$445.28; BLUE SPRUCE CLEANERS, INC \$93.53; BRESSLER INSULATION \$50,808.00; BRIGGS, ERIC L \$72.45; BUCKRAIL \$700.00; CARQUEST AUTO PARTS INC. \$703.53; CENTURYLINK \$42.10; CITY OF DRIGGS \$1,584.19; COMMUNITY ENTRY SERVICES \$15,375.00; CONTROL SYSTEM TECHNOLOGY, INC. \$2,700.00; CORE & MAIN LP \$44,924.00; CREATIVE ENERGIES, LLC \$1,429.85; DAVID STUBBS \$250.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; E.R. OFFICE EXPRESS \$397.77; ELECTRICAL WHSLE SUPPLY CO INC \$16.75; ERIKS NORTH AMERICA, INC \$260.00; EVANS CONSTRUCTION INC \$5,905.00; EVIDENT \$69.39; FLEETPRIDE \$906.08; FRANCO, KUIS CATALAB \$2,500.00; FREEDOM MAILING SERVICE INC. \$1,359.01; GILLIG LLC \$1,143.88; GREENWAY PAINTING LLC \$5,165.00; GYM OUTFITTERS INC \$1,295.00; H&R ENTERPRISES \$665.43; HALLING, SUSAN S. \$2,000.00; HD FOWLER COMPANY \$15,435.29; HIGH COUNTRY LINEN \$1,106.90; HOLE FOOD RESCUE \$5,000.00; IDAHO FALLS PETERBILT \$51.36; INNOVATIVE SERVICE LLC \$905.00; INTERSTATE BATTERY \$496.80; JACKSON ANIMAL HOSPITAL \$294.50; JACKSON CURBSIDE INC. \$1,468.35; JACKSON HOLE COMMUNITY RADIO \$255.00; JACKSON HOLE NEWS & GUIDE \$2,905.14; JACKSON LUMBER INC \$168.60; LANGUAGE TESTING INTERNATIONAL, INC \$354.00; LEIGH, CHRISTOPHER S. \$350.00; LEPCO \$2,032.40; LINCOLN COUNTY SHERIFF \$1,595.00; LSC TRANSPORTATION CONSULTANTS, INC \$3,780.00; MATEOSKY CONSTRUCTION \$2,000.00; METROQUIP INC \$2,789.00; MILLER SANITATION \$8,029.00; MOHROR, SCOTT \$426.08; MOUNTAIN ALARM \$380.00; MSC INDUSTRIAL SUPPLY CO \$283.01; NAPA AUTO PARTS INC. \$1,084.98; NELSON ENGINEERING \$3,177.00; ONE 22, INC. \$14.00; OPTION ONE \$4,000.00; O'RYAN CLEANERS \$82.10; OWENS, ROBERT W. \$4,000.00; PREMIER TRUCK- SALT LAKE CITY \$306.26; PROTERRA \$635.29; PROTHMAN \$2,459.90; QUICK BROWN FOX LLC \$550.00; RAFTER J IMPROV/SERV DIST \$292.86; RED'S AUTO GLASS, INC. \$570.00; RHINEHART OIL CO, LLC \$30,558.47; RINK-TEC INTERNATIONAL, INC \$1,373.29; ROCKY MOUNTAIN INFO NETWK \$100.00; SAFELITE FULFILLMENT INC \$377.98; SAFETY SUPPLY & SIGN CO., INC. \$42.86; SCHOW'S TRUCK CENTER \$1,197.00; SEITH, LOGAN \$1,240.00; SILVER CREEK SUPPLY \$306.08; SILVERSTAR \$2,490.40; SIMON, JENNIFER \$1,500.00; SMITH POWER PRODUCTS, INC. \$945.85; SMITH, GREGORY J \$155.00; SNAKE RIVER ROASTING \$200.35; SNYDER, ELORIS \$2,000.00; SPRING CREEK ANIMAL HOSPITAL \$444.54; ST JOHN'S HOSPITAL \$4,330.00; STANDARD DRYWALL, INC \$10,632.70; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$1,200.00; TETON COUNTY PLANNING & BUILDING \$16,991.25; TETON COUNTY PUBLIC WORKS \$26,509.62; TETON COUNTY SHERIFF'S-JAIL \$1,152.00; TETON MOTORS INC \$73.28; TETON TRASH REMOVAL, INC. \$48.00; THE TIRE RACK, INC. \$3,667.08; TREFONAS LAW, P.C. \$895.75; VISA \$27,306.41; WAVINGATYOU.COM \$120.00; WESTBANK SANITATION \$440.66; WESTERN STATE \$948.85; WY CHILD SUPPORT ENFORCEMENT \$146.76; WY DEPT OF HEALTH - PHL \$48.00; WYOMING DEPARTMENT OF EMPLOYM \$8,063.92; WYOMING SECRETARY OF STATE \$120.00; WYOMING WATER DEVELOPMENT COMMISSION \$66,969.91; Y2 CONSULTANTS, LLC \$2,293.50.

C. Special Event: Pedigree Dog Sled Race. To approve the application made by Pedigree Stage Stop Dog Sled Race for the annual ceremonial start to the Pedigree Sled Dog Race special event on Friday, January 28, 2022, subject to the conditions listed in the staff report.

D. Special Event: Red Kettle Salvation Army Fundraising. To approve the special event application made by the Good Samaritan Mission to host the Red Kettle Salvation Army Fundraising special event, subject to the conditions and restrictions listed in the staff report.

E. Special Event: Town Square Lighting. To approve the special event application made by the Jackson Chamber of Commerce to host the Town Square Lighting special event, subject to the conditions and restrictions listed in the staff report.

F. P21-245 Temporary Sign Permit Art Association Holiday Mudpots. To approve the temporary banners in conjunction with The Art Association of Jackson Hole 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 are approved for the following locations: 105 Buffalo Way, Albertson's during: November 15 – November 19 255 W. Deloney Ave, Miller Park Tennis Courts during: November 16 – November 19.

G. Easement for Water, Sewer, and an Access Road on Top of Snow King Mountain. To approve the Water, Utility, and Road Access Easement between the Town of Jackson and Snow King Mountain Resort, LLC and authorize the Mayor to execute all necessary documents, subject to minor changes by the Town Attorney.

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

Terra Firma Franchise Request. Lea Colasuonno made staff comment. Council held discussion with staff. Trey Overdyke made comment on behalf of the applicant. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve the draft Franchise Agreement between the Town and Terra Firma Services, LLC, as presented. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinances. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance Q: AN ORDINANCE ADDING SECTION 2.04.060 AND 2.04.070 TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING ABSENCE AND VACANCY IN ELECTED OFFICE AND PROVIDING FOR AN EFFECTIVE DATE.

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

There was no public comment.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance Q on second reading as presented. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance R: AN ORDINANCE GRANTING TERRA FIRMA SERVICES, LLC A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE / RECYCLABLE MATERIALS AND MUNICIPAL SOLID WASTE PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

Jason Agrelius made public comment.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Ordinance R on first reading as presented. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council. Discussion of Process for Applying for a Retail and/or Bar and Grill Liquor License. Lynsey Lenamond and Roxanne Robinson made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Arne Jorgensen to Direct the Town Clerk to provide notice to the public that application packets for one available Retail and one available Bar and Grill liquor license will be available on May 16, 2022. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Time for Regular Workshops. Roxanne Robinson made staff comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to place an ordinance on the agenda for first reading at the 6:00 PM November 15, 2021 regular Town Council meeting that would change the start time for regular Town Council workshops from 3:00 P.M. on the third Monday of each month to 1:30 PM on the 3rd Monday of each month. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Council discussed Teton County School District #1, Energy Conservation Works, START service to the airport, and Land Acknowledgments.

Town Manager’s Report. Larry Pardee made staff comment. Council held discussion with staff. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve the Town Manager’s Report. The Town Manager’s report included information on a Classification and Compensation Study and Council Retreat Dates. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

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

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Lynsey Lenamond, Town Clerk
minutes:ll
Publish JH News & Guide: November 10, 2021

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
328	842-NCBERS GROUP WYOMIN	842112021	PAYROLL DEDUCTIONS	10/10/2021	96.00	96.00	11/09/2021
Total 328:					96.00	96.00	
6912	ABEL, BRUCE	102721	reimburse batteries for office	10/27/2021	32.83	.00	
6912	ABEL, BRUCE	110221	REIMBURSE OFFICE SUPPLIES	11/02/2021	52.95	.00	
Total 6912:					85.78	.00	
425	ACE EQUIPMENT & SUPPLY	172741	GUTTER BROOM, GUTTER BR	10/13/2021	2,067.19	.00	
Total 425:					2,067.19	.00	
51	ACE HARDWARE	758002	FIN HX BT USS, HX BOLTS	10/15/2021	29.00	.00	
51	ACE HARDWARE	758358	FIN HX BT USS, HX BOLTS	10/19/2021	29.00	.00	
51	ACE HARDWARE	759016	ANCHR WEDGE, FENDER WAS	10/25/2021	10.32	.00	
51	ACE HARDWARE	759033	ANCHR WEDGE, FENDER WAS	10/25/2021	2.64	.00	
51	ACE HARDWARE	759036	GLOVE BLK NITRIL	10/25/2021	34.99	.00	
51	ACE HARDWARE	759422	VENT HOOD SURPURR 4" BRN	10/27/2021	9.99	.00	
51	ACE HARDWARE	759454	MILK HOUSE UTILITY HEATR, C	10/28/2021	67.48	.00	
51	ACE HARDWARE	759606	MARKING PAINT BLUE & WHT,	10/29/2021	39.97	.00	
51	ACE HARDWARE	760000	DUCT TAPE ORG	11/02/2021	6.99	.00	
51	ACE HARDWARE	760142	JOINT COMPND RTU, NTKRF, D	11/02/2021	62.93	.00	
51	ACE HARDWARE	760216	BATTERIES	11/03/2021	10.99	.00	
Total 51:					304.30	.00	
76	ADAMS, MELANIE	111021	REIMBURSE FOR MOTEL 6 - 4	11/10/2021	8,279.10	.00	
Total 76:					8,279.10	.00	
21	ADVANCED INDUSTRIAL SUPPL	5231139	GLOVE MEMPHIS, FRT	11/02/2021	88.56	.00	
Total 21:					88.56	.00	
2269	AFLAC	846327	ACCOUNT #y9599	10/25/2021	2,501.18	2,501.18	11/09/2021
Total 2269:					2,501.18	2,501.18	
5726	AMAZON	14LT-M9PM-17	TRUCK REPAIR KIT	10/28/2021	44.89	.00	
5726	AMAZON	2725812	WOODFORD RK- VACUUM BRE	10/22/2021	12.10	.00	
Total 5726:					56.99	.00	
4088	AVAIL VALLEY CONTRUCTION-I	102521	2021 fall patching pay app #1	10/25/2021	214,362.00	214,362.00	10/28/2021
Total 4088:					214,362.00	214,362.00	
6906	BATTISTE, HARRIET	110121	RETURN PRO RATED RENT FO	11/01/2021	55.00	55.00	11/01/2021
6906	BATTISTE, HARRIET	110121	RETURN RENTAL DEPOSIT UNI	11/01/2021	520.00	520.00	11/01/2021
Total 6906:					575.00	575.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5994	B-CYCLE LLC	3186294	august licenses	09/20/2021	613.18	.00	
5994	B-CYCLE LLC	3230151	september licenses	10/22/2021	639.84	.00	
5994	B-CYCLE LLC	3243216	bike lock bushings	11/02/2021	177.52	.00	
Total 5994:					1,430.54	.00	
4774	BIG R RANCH & HOME	1532127	RECIP SAW BLADE 8", WOOD P	10/21/2021	29.98	.00	
Total 4774:					29.98	.00	
1560	BLUE SPRUCE CLEANERS,INC	110121	DRY CLEANING PD	11/01/2021	195.01	.00	
Total 1560:					195.01	.00	
6162	Bluffs Development Group, LLC	102921	REFUND OVERDPAYMENT EXA	10/29/2021	180.00	.00	
Total 6162:					180.00	.00	
2850	BMV LLC	110821	UPS	11/08/2021	65.55	.00	
Total 2850:					65.55	.00	
6911	BOB MOORE CONSTRUCTION,	110821	RETURN BOND B21-0564 DEMO	11/08/2021	4,000.00	4,000.00	11/08/2021
Total 6911:					4,000.00	4,000.00	
6727	BRIGGS, ERIC L	9988	4" COBRA PLIER- J.W	10/28/2021	55.95	.00	
Total 6727:					55.95	.00	
3303	BRISTOL, JAMES	6544	Bruce business cards	10/19/2021	30.00	.00	
Total 3303:					30.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-547573	INTERSTATE 85MO	10/27/2021	187.41	.00	
5	CARQUEST AUTO PARTS INC.	6090-547748	CREDIT: CORE RETURN	10/28/2021	22.00-	.00	
Total 5:					165.41	.00	
544	CENTURYLINK	247084844	75912352 OCTOBER	10/20/2021	180.30	.00	
Total 544:					180.30	.00	
5967	CITY OF DRIGGS	BBSTART2021	BUS BARN RENT	11/01/2021	1,645.86	.00	
Total 5967:					1,645.86	.00	
6114	CLIMB WYOMING	093021	1ST QUARTER	09/30/2021	1,531.25	.00	
Total 6114:					1,531.25	.00	
58	CURRAN-SEELEY FOUNDATIO	110421	2ND QUARTER PAYMENT	11/04/2021	14,225.50	.00	
Total 58:					14,225.50	.00	
6124	DAVID STUBBS	110221	TC HEAD SHOTS	11/02/2021	400.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6124:					400.00	.00	
708	DELTA DENTAL PLAN OF WYOM	103121	NOVEMBER PREMIUM	10/31/2021	556.40	556.40	11/09/2021
708	DELTA DENTAL PLAN OF WYOM	103121	october CLAIMS	10/31/2021	3,381.20	3,381.20	11/09/2021
Total 708:					3,937.60	3,937.60	
77	DIAMOND VOGEL PAINTS, INC.	726289733	RED ALK ZN RD	05/26/2021	1,028.50	.00	
Total 77:					1,028.50	.00	
6883	DIVISION OF CHILD SUPPORT	110521	DCSE CASE #0005405448	11/05/2021	509.23	509.23	11/04/2021
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	110821	CREIM VICTIM SURCHARGE	11/08/2021	600.00	.00	
Total 2175:					600.00	.00	
3408	E.R. OFFICE EXPRESS	18520	tuff expanding files	10/15/2021	38.53	.00	
3408	E.R. OFFICE EXPRESS	18562	Office Supplies	10/26/2021	158.60	.00	
3408	E.R. OFFICE EXPRESS	18571	copy paper	10/26/2021	102.98	.00	
3408	E.R. OFFICE EXPRESS	18600	six section pressboard	11/04/2021	147.98	.00	
Total 3408:					448.09	.00	
502	ELECTRICAL WHSLE SUPPLY C	S5188713.001	RGD SS CPL, 3/4 EMT SS CPL,	10/21/2021	90.90	.00	
Total 502:					90.90	.00	
1134	ENERGY LABORATORIES INC.	430099	INFLUENT, EFFLUENT, CELL 1,	10/20/2021	459.00	.00	
1134	ENERGY LABORATORIES INC.	432276	INFLUENT, EFFLUENT, CELL 1,	10/28/2021	459.00	.00	
Total 1134:					918.00	.00	
6092	ENERGY 1	432176	INFLUENT, EFFLUENT, CELL 1,	10/28/2021	459.00	.00	
Total 6092:					459.00	.00	
4294	FIRE SERVICES OF IDAHO	10828633	ANNUAL FIRE ALARM INSPECTI	10/31/2021	450.00	.00	
4294	FIRE SERVICES OF IDAHO	10840278	CHANGE ORDER LABOR @ SI F	10/31/2021	380.00	.00	
Total 4294:					830.00	.00	
3876	FITZGERALD, TODD	1641	TREE REMOVAL @ GILL AVE	10/29/2021	1,686.50	.00	
Total 3876:					1,686.50	.00	
4709	FLEETPRIDE	83493646	SRM MALE NPTF, FEM JIC SWI	10/07/2021	280.68	.00	
4709	FLEETPRIDE	83936652	CREDIT: AD9 CART CORE	10/13/2021	240.00-	.00	
4709	FLEETPRIDE	84635518	R-14 VALVE MAINTENANCE KIT,	10/25/2021	174.27	.00	
Total 4709:					214.95	.00	
668	FREEDOM MAILING SERVICE I	41683	UTILITY BILLING	11/04/2021	901.87	.00	
668	FREEDOM MAILING SERVICE I	41683	UTILITY BILLING	11/04/2021	901.88	.00	
668	FREEDOM MAILING SERVICE I	41683	UTILITY BILLING	11/04/2021	52.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 668:					1,855.75	.00	
3521	FRIENDS OF PATHWAYS	1243	START Bike Operations OCTOBE	11/01/2021	7,816.00	.00	
Total 3521:					7,816.00	.00	
6452	FROG CREEK PARTNERS, LLC	1172	MUNDUS BAG- TRASH, DEBRIS	09/22/2021	1,065.00	.00	
Total 6452:					1,065.00	.00	
4212	GILLIG LLC	40857526	STEPWELL 21 CANDLEPOER L	10/26/2021	52.53	.00	
4212	GILLIG LLC	40859683	AIR FILTER ASM	11/02/2021	617.88	.00	
Total 4212:					670.41	.00	
6551	GWALTNEY, WOODROW	110421	REIMBURSTMENT: 2021 SAFET	11/04/2021	100.00	.00	
Total 6551:					100.00	.00	
6913	H & R ENTERPRISES, LLC	515	KNOT POLO STEEL CLOTHING	10/27/2021	1,847.65	.00	
Total 6913:					1,847.65	.00	
6909	H & S ENVIROMENTAL, LLC	3723	PROJ: CORE SAMPLING & SLU	10/15/2021	5,200.00	.00	
Total 6909:					5,200.00	.00	
4988	HD FOWLER COMPANY	15939276	TAPPING SLEEVE	10/19/2021	2,382.00	.00	
4988	HD FOWLER COMPANY	15940032	WEDGE GATE	10/19/2021	2,175.41	.00	
4988	HD FOWLER COMPANY	15940033	SUPPLIES	10/19/2021	3,438.14	.00	
4988	HD FOWLER COMPANY	15948286	CURB STOP	10/28/2021	638.52	.00	
Total 4988:					8,634.07	.00	
96	HIGH COUNTRY LINEN	0284444	MATS @ SHELTER	10/27/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0284652	UNIFORMS: ADMIN	10/28/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0284652	BUILDING MAINT- FACILITY	10/28/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0284652	UNIFORMS: SEWER	10/28/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0284652	BUILDING MAINT- SHOP SUPPL	10/28/2021	7.32	.00	
96	HIGH COUNTRY LINEN	0284652	UNIFORMS: WATER	10/28/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0284652	UNIFORMS: STREETS	10/28/2021	38.80	.00	
96	HIGH COUNTRY LINEN	0284652	UNIFORMS: FLEET	10/28/2021	38.80	.00	
96	HIGH COUNTRY LINEN	0284652	UNIFORMS: ADMIN	10/28/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0284652	BUILDING MAINT- SHOP SUPPL	10/28/2021	3.20	.00	
96	HIGH COUNTRY LINEN	0284652	BUILDING MAINT- WWTP	10/28/2021	24.25	.00	
96	HIGH COUNTRY LINEN	0285206	BUILDING MAINT- HOME RANC	11/01/2021	25.31	.00	
96	HIGH COUNTRY LINEN	0285213	BUILDING MAINT- TOWN HALL:	11/01/2021	290.40	.00	
96	HIGH COUNTRY LINEN	S0285032	BUILDING MAINT- CLEANING S	10/29/2021	4.50	.00	
96	HIGH COUNTRY LINEN	S0285998	SUPPLIES @ SHELTER	11/08/2021	159.93	.00	
Total 96:					711.67	.00	
6455	HIRST APPLGATE, LLP	205780	3 CREEK RANCH	11/02/2021	2,404.20	.00	
Total 6455:					2,404.20	.00	
36	IDAHO STATE TAX COMMISSIO	110921	OCTOBER WITHHOLDINGS	11/09/2021	3,211.00	3,211.00	11/10/2021

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 36:					3,211.00	3,211.00	
106	INTERSTATE BATTERY	22251649	(2) 4D-XHD, (1) MTP-48/H6, (1) M	11/01/2021	625.80	.00	
Total 106:					625.80	.00	
5098	JACKSON ANIMAL HOSPITAL	44871	ANIMAL CARE	07/06/2021	184.28	.00	
5098	JACKSON ANIMAL HOSPITAL	44978	animal care	07/07/2021	295.02	.00	
5098	JACKSON ANIMAL HOSPITAL	45030	spay	07/08/2021	156.68	.00	
5098	JACKSON ANIMAL HOSPITAL	47123	CANINE SPAY	09/17/2021	199.13	.00	
5098	JACKSON ANIMAL HOSPITAL	47791	FELINE SPAY	10/09/2021	202.04	.00	
5098	JACKSON ANIMAL HOSPITAL	48654	MEDS	11/05/2021	29.42	.00	
5098	JACKSON ANIMAL HOSPITAL	48692	FELINE NEUTER	11/08/2021	74.50	.00	
Total 5098:					1,141.07	.00	
131	JACKSON HOLE NEWS & GUID	323516	Announcements	03/24/2021	584.40	.00	
131	JACKSON HOLE NEWS & GUID	328211	AD#395204	07/21/2021	449.80	.00	
131	JACKSON HOLE NEWS & GUID	329104	start bus survey	08/04/2021	217.40	.00	
131	JACKSON HOLE NEWS & GUID	329419	AD#3960675	08/08/2021	330.50	.00	
131	JACKSON HOLE NEWS & GUID	329996	start bus survey ad#395963	08/31/2021	190.32	.00	
131	JACKSON HOLE NEWS & GUID	330094	start bus #395964	08/31/2021	399.00	.00	
131	JACKSON HOLE NEWS & GUID	332071	AD#398486	10/20/2021	184.30	.00	
131	JACKSON HOLE NEWS & GUID	332272	workshop#398732	10/27/2021	64.13	.00	
131	JACKSON HOLE NEWS & GUID	332273	regulat meeting #398733	10/27/2021	1,102.95	.00	
131	JACKSON HOLE NEWS & GUID	332564	AD#398049	10/31/2021	665.00	.00	
131	JACKSON HOLE NEWS & GUID	332611	AD#398912	11/03/2021	571.20	.00	
131	JACKSON HOLE NEWS & GUID	332612	AD#398911 transit supervisor	11/03/2021	571.20	.00	
131	JACKSON HOLE NEWS & GUID	332613	AD#398835 town cleark	11/03/2021	387.60	.00	
131	JACKSON HOLE NEWS & GUID	332615	AD#398513 teton valle commuter	11/03/2021	204.00	.00	
Total 131:					5,921.80	.00	
114	JACKSON LUMBER INC	0000678740-0	RL SELECT STRUCTION KD FIR	07/02/2021	1,447.74	.00	
114	JACKSON LUMBER INC	0000707006-0	S4S WOLMANIZED, 10" SPIKES,	10/04/2021	928.78	.00	
114	JACKSON LUMBER INC	0000707132-0	S4S WOLMANIZED	10/04/2021	586.22	.00	
114	JACKSON LUMBER INC	0000707531-0	SELECT STRUCTURAL KD FFIR	10/05/2021	157.92	.00	
114	JACKSON LUMBER INC	FC1021-00000	FINANCE CHARGE FOR OCTOB	10/29/2021	25.09	.00	
Total 114:					3,145.75	.00	
239	JH20 WATER CONDITIONING &	1211029186	BOTTLE DELONIZED WATER, DI	10/29/2021	66.00	.00	
Total 239:					66.00	.00	
139	JORGENSEN ASSOCIATES, PC	47293	PROJ: 18063- TOWN OF JACKS	09/13/2021	2,175.00	.00	
Total 139:					2,175.00	.00	
2485	KENWORTH SALES COMPANY	IDFCM167205	CREDIT: REMOTE SPOTLIGHT:	11/08/2021	562.38-	.00	
2485	KENWORTH SALES COMPANY	IDFIN4812098	CONCEALED LED: HIDE A LED	11/04/2021	1,588.90	.00	
2485	KENWORTH SALES COMPANY	IDFIN4850333	CLAMP HOSE	11/01/2021	81.00	.00	
Total 2485:					1,107.52	.00	
5965	KIMLEY HORN	19687247	TOJ RFP 096612002.3	09/30/2021	3,357.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5965:					3,357.50	.00	
4102	LACAL EQUIPMENT, INC	0355653-IN	RH DRAG SHOE STOP BRACKE	10/20/2021	37.75	.00	
4102	LACAL EQUIPMENT, INC	0355952-IN	RH EXTENDED WINDOW CLEA	10/26/2021	316.03	.00	
Total 4102:					353.78	.00	
6807	LANGUAGE TESTING INTERNA	L49840-IN	LANGUAGE TESTING	11/07/2021	239.50	.00	
Total 6807:					239.50	.00	
6908	LEON, NANCY	110121	DEPOSIT 3155 TETON PINES	11/01/2021	1,500.00	1,500.00	11/05/2021
6908	LEON, NANCY	110121	NOVEMBER RENT	11/01/2021	1,500.00	1,500.00	11/05/2021
Total 6908:					3,000.00	3,000.00	
5691	LEPCO	46073	CHEMICAL DELIVERY- 1050 GR	11/03/2021	374.00	.00	
Total 5691:					374.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 10-	3150 S ADAMS CANYON DR, JA	10/29/2021	222.32	.00	
156	LOWER VALLEY ENERGY INC	92050-003 10-	SPRUCE DR PUMP HOUSE, JA	10/29/2021	282.54	.00	
156	LOWER VALLEY ENERGY INC	92050-008 10-	CEMETERY, JACKSON, WY	10/29/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-010 10-	ELY SPRINGS RD WELL 6,7,8, J	10/29/2021	3,093.21	.00	
156	LOWER VALLEY ENERGY INC	92050-014 10-	135 E BROADWAY AVE HEAT TA	10/29/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-017 10-	WASTE WATER TRTMT INTERM	10/29/2021	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 10-	RANGEVIEW DR LIFT PUMP CO	10/29/2021	64.66	.00	
156	LOWER VALLEY ENERGY INC	92050-021 10-	150 E PEARL AVE, JACKSON, W	10/29/2021	1,380.07	.00	
156	LOWER VALLEY ENERGY INC	92050-024 10-	1605 BERGER LN SEWER LIFT	10/29/2021	22.13	.00	
156	LOWER VALLEY ENERGY INC	92050-025 10-	450 W SNOW KING AVE NEW S	10/29/2021	473.29	.00	
156	LOWER VALLEY ENERGY INC	92050-026 10-	450 W SNOW KING AVE SHOP, J	10/29/2021	192.05	.00	
156	LOWER VALLEY ENERGY INC	92050-044 10-	SNOW KING ESTATES BOOSTE	10/29/2021	264.31	.00	
156	LOWER VALLEY ENERGY INC	92050-047 10-	WASTE WATER TRTMT UV BLD	10/29/2021	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 10-	WASTE WATER TRTMT PTB 545	10/29/2021	11,941.70	.00	
156	LOWER VALLEY ENERGY INC	92050-050 10-	2 MG TANK, JACKSON, WY 200	10/29/2021	20.71	.00	
156	LOWER VALLEY ENERGY INC	92050-051 10-	WELL #5 KARNs MEADOW DR,	10/29/2021	2,383.22	.00	
156	LOWER VALLEY ENERGY INC	92050-052 10-	675 E BROADWAY AVE WELL #1	10/29/2021	875.95	.00	
156	LOWER VALLEY ENERGY INC	92050-053 10-	WELLS #2 & #3, JACKSON, WY	10/29/2021	3,210.40	.00	
156	LOWER VALLEY ENERGY INC	92050-054 10-	CITY WELL ELK REF 1, JACKSO	10/29/2021	37.26	.00	
156	LOWER VALLEY ENERGY INC	92050-055 10-	CITY WELL ELK REF 2, JACKSO	10/29/2021	17.39	.00	
156	LOWER VALLEY ENERGY INC	92050-056 10-	CITY WELL ELK REF 3, JACKSO	10/29/2021	33.94	.00	
156	LOWER VALLEY ENERGY INC	92050-059 10-	440 W SNOW KING AVE POLICE	10/29/2021	68.17	.00	
156	LOWER VALLEY ENERGY INC	92050-060 10-	400 W SNOW KING AVE S GAR,	10/29/2021	74.80	.00	
156	LOWER VALLEY ENERGY INC	92050-061 10-	400 W SNOW KING AVE PUBLIC	10/29/2021	370.67	.00	
156	LOWER VALLEY ENERGY INC	92050-074 10-	CRABTREE LN THAW WELL #2,	10/29/2021	20.06	.00	
156	LOWER VALLEY ENERGY INC	92050-075 10-	HIGH SCHOOL RD THAW WELL	10/29/2021	44.95	.00	
156	LOWER VALLEY ENERGY INC	92050-078 10-	145 W HANSEN AVE FRONT, JA	10/29/2021	86.50	.00	
156	LOWER VALLEY ENERGY INC	92050-079 10-	145 W HANSEN AVE BACK, JAC	10/29/2021	114.57	.00	
156	LOWER VALLEY ENERGY INC	92050-082 10-	400 W SNOW KING AVE E STOR	10/29/2021	94.67	.00	
156	LOWER VALLEY ENERGY INC	92050-090 10-	955 MAPLE WAY, JACKSON, WY	10/29/2021	94.24	.00	
156	LOWER VALLEY ENERGY INC	92050-092 10-	3150 S ADAMS CANYON DR ANI	10/29/2021	227.05	.00	
156	LOWER VALLEY ENERGY INC	92050-102 10-	145 W HANSEN AVE FRONT, JA	10/29/2021	46.09	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	10/29/2021	2,853.60	.00	
156	LOWER VALLEY ENERGY INC	92050-106 10-	940 SIMON LN, JACKSON, WY	10/29/2021	130.80	.00	
156	LOWER VALLEY ENERGY INC	92050-114 10-2	210 N CACHE ST HOME RANCH	10/29/2021	277.37	.00	
156	LOWER VALLEY ENERGY INC	92050-126 10-	SPRING WATER LN LIFT STATIO	10/29/2021	21.60	.00	
156	LOWER VALLEY ENERGY INC	92050-127 10-	3337 S CODY CREEK DR LIFT S	10/29/2021	153.17	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-131 10-	195 E DELONEY AVE RESTROO	10/29/2021	207.56	.00	
156	LOWER VALLEY ENERGY INC	92050-132 10-	160 S MILLWARD ST PARKING	10/29/2021	802.36	.00	
156	LOWER VALLEY ENERGY INC	92050-134 10-	160 S MILLWARD ST PARKING	10/29/2021	57.12	.00	
156	LOWER VALLEY ENERGY INC	92050-334 10-	JOSEPHINE LOOP LOT 15 LIFT	10/29/2021	131.68	.00	
156	LOWER VALLEY ENERGY INC	92050-341 10-	210 N CACHE ST HOME RANCH	10/29/2021	27.32	.00	
156	LOWER VALLEY ENERGY INC	92050-345 10-	930 SIMON LN, JACKSON, WY	10/29/2021	105.70	.00	
156	LOWER VALLEY ENERGY INC	92050-356 10-	55 KARNs MEADOW DR START	10/29/2021	682.00	.00	
156	LOWER VALLEY ENERGY INC	92050-357 10-	55 KARNs MEADOW DR START	10/29/2021	6,524.42	.00	
156	LOWER VALLEY ENERGY INC	92050-359 10-	MILLER PARK PARKING LOT CH	10/29/2021	76.42	.00	
156	LOWER VALLEY ENERGY INC	92050-361 10-	625 W BROADWAY AVE NEW P	10/29/2021	21.15	.00	
156	LOWER VALLEY ENERGY INC	92050-363 10-	455 VINE ST UTIL, JACKSON, W	10/29/2021	47.21	.00	
156	LOWER VALLEY ENERGY INC	92050-364 10-	65 VIRGINIAN LN #5, JACKSON,	10/29/2021	46.22	.00	
156	LOWER VALLEY ENERGY INC	92050-365 10-	65 VIRGINIAN LN #7, JACKSON,	10/29/2021	69.47	.00	
156	LOWER VALLEY ENERGY INC	92050-367 10-	455 VINE ST APT #3, JACKSON,	10/29/2021	22.13	.00	
156	LOWER VALLEY ENERGY INC	92050-368 10-	455 VINE ST APT #4, JACKSON,	10/29/2021	64.56	.00	
156	LOWER VALLEY ENERGY INC	92050-370 10-	2022 WILDFLOWER CT, JACKS	10/29/2021	58.23	.00	
156	LOWER VALLEY ENERGY INC	92050-371 10-	2022 WILDFLOWER CT, JACKS	10/29/2021	29.57	.00	
156	LOWER VALLEY ENERGY INC	92050-374 10-	455 VINE ST APT #1, JACKSON,	10/29/2021	64.44	.00	
156	LOWER VALLEY ENERGY INC	92050-375 10-	155 E PEARL AVE, JACKSON, W	10/29/2021	25.10	.00	
156	LOWER VALLEY ENERGY INC	92050-376 10-	149 E PEARL AVE, JACKSON, W	10/29/2021	179.12	.00	
156	LOWER VALLEY ENERGY INC	92050-378 10-	145 E PEARL AVE #A EAST, JAC	10/29/2021	16.56	.00	
156	LOWER VALLEY ENERGY INC	92050-381 10-	915 SIMON LN, JACKSON, WY	10/29/2021	90.09	.00	
156	LOWER VALLEY ENERGY INC	92050-383 10-	SNOW KING DR WATER TANK C	10/29/2021	23.42	.00	
156	LOWER VALLEY ENERGY INC	92050-385 10-	85 N SPRING GULCH RD SPRIN	10/29/2021	171.15	.00	
156	LOWER VALLEY ENERGY INC	92050-388 10-	121 SHERWOOD CT BLDG 2 BU	10/29/2021	20.15	.00	
156	LOWER VALLEY ENERGY INC	92050-389 10-	1640 MARTIN LN LIFT STATION,	10/29/2021	28.26	.00	
156	LOWER VALLEY ENERGY INC	92050-390 10-	400 W SNOW KING AVE HOUSI	10/29/2021	162.01	.00	
156	LOWER VALLEY ENERGY INC	92050-391 10-	400 W SNOW KING AVE PARK M	10/29/2021	86.93	.00	
156	LOWER VALLEY ENERGY INC	92050-392 10-	400 W SNOW KING AVE ADMIN,	10/29/2021	241.17	.00	
156	LOWER VALLEY ENERGY INC	92050-393 10-	400 W SNOW KING AVE EMPLO	10/29/2021	460.93	.00	
156	LOWER VALLEY ENERGY INC	92050-395 10-	145 E PEARL AVE #C LOFT, JAC	10/29/2021	16.31	.00	
156	LOWER VALLEY ENERGY INC	92050-396 10-	145 E PEARL AVE HSE/CMN, JA	10/29/2021	239.87	.00	
156	LOWER VALLEY ENERGY INC	92050-397 10-	145 E PEARL AVE #B WEST, JA	10/29/2021	16.76	.00	
Total 156:					40,073.33	.00	
6888	MAVERICK DIESEL & EQUIPME	1122	ECM UPDATE	11/09/2021	3,250.00	.00	
Total 6888:					3,250.00	.00	
6907	MENIG, DANIEL	110521	BAIL RETURN CASE 21-08-0388	11/05/2021	2,000.00	2,000.00	11/05/2021
Total 6907:					2,000.00	2,000.00	
3841	MIKE'S OILFIELD SERVICES IN	102779	ENVIRONMENTAL CLEAN UP, E	10/21/2021	3,630.00	.00	
Total 3841:					3,630.00	.00	
3932	MILLER SANITATION	18864	CITY CANS	09/01/2021	7,770.00	7,770.00	10/31/2021
Total 3932:					7,770.00	7,770.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0077	MONTHLY RENTAL	11/01/2021	35,000.00	.00	
Total 6770:					35,000.00	.00	
6466	MOUNTAIN ALARM	2586026	timer tester	11/01/2021	554.40	.00	
6466	MOUNTAIN ALARM	2602170	collection fees	10/21/2021	25.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6466:					579.40	.00	
4623	MSC INDUSTRIAL SUPPLY CO	4959129001	MET HEX CAP SCR, LOCK WAS	10/15/2021	241.32	.00	
Total 4623:					241.32	.00	
257	NAPA AUTO PARTS INC.	025547	NAPAGOLD AIR FILTER	10/21/2021	47.70	.00	
257	NAPA AUTO PARTS INC.	025563	NAPAGOLD AIR FILTER	10/21/2021	44.42	.00	
257	NAPA AUTO PARTS INC.	025805	OXYGEN	10/22/2021	57.59	.00	
257	NAPA AUTO PARTS INC.	026254	NAPAGOLD OIL FILTER, TIRE R	10/25/2021	45.40	.00	
257	NAPA AUTO PARTS INC.	026502	NAPA OIL FILTER	10/26/2021	9.25	.00	
257	NAPA AUTO PARTS INC.	026503	NAPA OIL FILTER	10/26/2021	14.79	.00	
257	NAPA AUTO PARTS INC.	026514	MINIFILT	10/26/2021	224.98	.00	
257	NAPA AUTO PARTS INC.	026800	NAPAGOLD OIL FILTER	10/27/2021	10.18	.00	
257	NAPA AUTO PARTS INC.	027105	21" TRICO ICE BLADE, OIL FILT	10/28/2021	328.22	.00	
257	NAPA AUTO PARTS INC.	027261	NAPAGOLD FUEL FILTER	10/28/2021	10.12	.00	
257	NAPA AUTO PARTS INC.	027370	BLOWER RESISTOR	10/29/2021	44.99	.00	
257	NAPA AUTO PARTS INC.	027583	SWITCH	10/30/2021	7.64	.00	
257	NAPA AUTO PARTS INC.	027712	20" TRICO ICE BLADE, 26" TRIC/	11/01/2021	108.42	.00	
257	NAPA AUTO PARTS INC.	027713	NAPAGOLD OIL FILTER, NAPA T	11/01/2021	776.23	.00	
257	NAPA AUTO PARTS INC.	027823	60/40 ROS/COR	11/01/2021	11.99	.00	
257	NAPA AUTO PARTS INC.	027968	BOXED MINI	11/02/2021	8.80	.00	
257	NAPA AUTO PARTS INC.	028256	NAPA OIL FILTER	11/03/2021	14.80	.00	
257	NAPA AUTO PARTS INC.	028333	NAPAGOLD AIR FILTER	11/03/2021	124.40	.00	
257	NAPA AUTO PARTS INC.	028614	NAPAGOLD OIL FILTER	11/04/2021	25.04	.00	
257	NAPA AUTO PARTS INC.	028726	NAPAGOLD AIR FILTER	11/05/2021	33.30	.00	
257	NAPA AUTO PARTS INC.	028728	GORILLA TAPE 25YD, NAPAGOL	11/05/2021	38.19	.00	
Total 257:					1,986.45	.00	
276	NATIONAL LEAGUE OF CITIES	175619	MEMBERSHIP DUES	10/07/2021	1,202.00	.00	
Total 276:					1,202.00	.00	
187	NELSON ENGINEERING	56585	PROJ: 20-354-01 020 CACHE CR	09/30/2021	243.00	.00	
187	NELSON ENGINEERING	56794	PROJ: 21-411-01 102 VINE STRE	10/24/2021	1,855.50	.00	
187	NELSON ENGINEERING	56817	PROJ: 21-060-01 115 JACKSON	10/25/2021	134.50	.00	
187	NELSON ENGINEERING	56832	PROJ: 21-411-02 097 VINE STRE	10/25/2021	656.75	.00	
187	NELSON ENGINEERING	56914	PROJ: 21-411-03 020 VINE STRE	10/26/2021	1,526.42	.00	
Total 187:					4,416.17	.00	
6213	New West Building Company Inc.	102921	RELEASE BOND B19-0550 524	10/29/2021	72,920.15	72,920.15	10/29/2021
Total 6213:					72,920.15	72,920.15	
4346	OFFICE OF STATE LANDS & INV	110621	CWC-15454 GRANT OVERPAYM	11/06/2021	92,116.63	.00	
4346	OFFICE OF STATE LANDS & INV	110821	REFUND CRF-078 GRANT	11/08/2021	4,587.79	.00	
Total 4346:					96,704.42	.00	
513	ON SIGHT LAND SURVEYORS I	PT21-256 1021	PT21-256 TECH REVIEW	10/26/2021	600.00	.00	
513	ON SIGHT LAND SURVEYORS I	PT21-263 1121	PT21-263 TECH REVIEW	11/02/2021	450.00	.00	
Total 513:					1,050.00	.00	
226	O'RYAN CLEANERS	1000805-11-01	DRY CLEANING	11/01/2021	66.88	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 226:					66.88	.00	
5956	Peak Facilitation Group	1548	PLANNING FACILITATION	10/06/2021	5,613.00	.00	
Total 5956:					5,613.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775336924	PRESSURE SENSOR	10/28/2021	183.17	.00	
Total 6483:					183.17	.00	
6087	PROCESS TECHNOLOGY, INC	5175993	NEMA 4 PL ENCLOSURE	08/20/2021	506.60	.00	
Total 6087:					506.60	.00	
6594	PROTERRA	1033132	PUMP COOLANT FLOWTRONIC	11/04/2021	412.98	.00	
Total 6594:					412.98	.00	
6910	QUIGLEY, CONNOR	110521	RENT PRORATED	11/05/2021	352.00	352.00	11/05/2021
6910	QUIGLEY, CONNOR	110521	DEPOSTI RETURNED	11/05/2021	500.00	500.00	11/05/2021
Total 6910:					852.00	852.00	
6855	RHINEHART OIL CO, LLC	IN-482322-21	GAS 87 MID 10% ETHANOL, DS	10/25/2021	31,349.43	.00	
Total 6855:					31,349.43	.00	
5812	RUI INC. DBA VILLAGE GARDN	1322908	FALL CLEAN UP LAWN, SPRINK	10/31/2021	367.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1322909	FALL CLEAN UP LAWN, LAWN D	10/31/2021	302.20	.00	
5812	RUI INC. DBA VILLAGE GARDN	1322921	SPRINKLER WINTERIZATION @	10/31/2021	227.70	.00	
Total 5812:					896.90	.00	
13	SAFETY SUPPLY & SIGN CO., I	178735	CUST 24X24 SIGNS FOR PARKI	10/19/2021	368.73	.00	
Total 13:					368.73	.00	
6424	SCHECHTER, JONATHAN	110321	TRAVEL REIMBURSEMENT	11/03/2021	413.78	.00	
Total 6424:					413.78	.00	
4548	SILVER CREEK SUPPLY	0005262503-0	PVC COUPLER SLIP	10/05/2021	8.33	.00	
4548	SILVER CREEK SUPPLY	0005275333-0	PVC FEMALE ADAPTER, PVC M	10/07/2021	137.24	.00	
4548	SILVER CREEK SUPPLY	0005317943-0	SCH 40 PVC CAP SLIP	10/18/2021	52.09	.00	
4548	SILVER CREEK SUPPLY	CA-000000021	CREDIT	09/17/2021	63.19-	.00	
4548	SILVER CREEK SUPPLY	CA-000000015	CREDIT	05/24/2021	32.35-	.00	
Total 4548:					102.12	.00	
4720	SILVERSTAR	54639 1121	MONTHLY SERVICES	11/01/2021	2,490.40	.00	
4720	SILVERSTAR	654791 1121	MONTHLY SERVICES 654791	11/01/2021	869.73	.00	
Total 4720:					3,360.13	.00	
236	SMITH POWER PRODUCTS, INC	511551	PROGRAM NEW TCM, LABOR,	10/30/2021	937.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 236:					937.80	.00	
3961	SPECTRUM	030285210272	MONTHLY SERVICES	10/27/2021	290.13	.00	
Total 3961:					290.13	.00	
1505	SPRING CREEK ANIMAL HOSPI	625009397	ANIMAL CARE	07/07/2021	90.63	.00	
1505	SPRING CREEK ANIMAL HOSPI	625015514	ANIMAL CARE	10/27/2021	15.04	.00	
1505	SPRING CREEK ANIMAL HOSPI	625015633	ANIMAL CARE	10/29/2021	60.53	.00	
1505	SPRING CREEK ANIMAL HOSPI	625015877	ANIMAL CARE	11/02/2021	15.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625015927	ANIMAL CARE	11/03/2021	77.14	.00	
1505	SPRING CREEK ANIMAL HOSPI	625016016	ANIMAL CARE	11/04/2021	61.03	.00	
1505	SPRING CREEK ANIMAL HOSPI	625016168	ANIMAL MEDS	11/09/2021	30.38	.00	
1505	SPRING CREEK ANIMAL HOSPI	625016211	ANIMAL CARE	11/09/2021	41.44	.00	
Total 1505:					391.19	.00	
241	ST JOHN'S HOSPITAL	102821	RETURN RENTAL DEPOSITS F	10/28/2021	4,200.00	4,200.00	10/28/2021
Total 241:					4,200.00	4,200.00	
4874	STANDARD DRYWALL, INC	WY7735 #3	PROJ: WY7735 SI-FERRIN REM	11/05/2021	20,762.30	.00	
Total 4874:					20,762.30	.00	
6871	STANDARD INSURANCE COMP	00169141 1121	NOVEMBER PREMIUM	10/18/2021	4,521.99	4,521.99	11/09/2021
6871	STANDARD INSURANCE COMP	00169141 1121	NOVEMBER PREMIUM VOLUNT	10/18/2021	706.00	706.00	11/09/2021
Total 6871:					5,227.99	5,227.99	
6091	STEP BACK LEADERSHIP CON	0839	payment #1	10/05/2021	36,000.00	.00	
Total 6091:					36,000.00	.00	
6914	SUGDEN, KATHERINE	110821	REFUND WATER BILLING	11/08/2021	22.55	.00	
Total 6914:					22.55	.00	
4990	Swagit Productions, LLC	19161	VIDEO STREAMING	10/31/2021	1,775.00	.00	
Total 4990:					1,775.00	.00	
4933	SYMBOLARTS, LLC	0412304-IN	NEW BADGES	10/29/2021	60.00	.00	
Total 4933:					60.00	.00	
1443	TETON COUNTY CLERK	110621FE	MONTLY CONTRIBUTION FIRE	11/06/2021	154,389.72	.00	
1443	TETON COUNTY CLERK	110621H	Housing Department Monthly Ope	11/06/2021	30,620.33	.00	
1443	TETON COUNTY CLERK	110621PR	MONTHLY CONTRIBUTION PAR	11/06/2021	136,115.08	.00	
Total 1443:					321,125.13	.00	
581	TETON COUNTY INTEGRATED	110821	3RD QUARTER BAG FEE	11/08/2021	36,349.27	.00	
Total 581:					36,349.27	.00	
6902	TETON COUNTY PUBLIC WORK	3	BUILD GRANT #3	10/28/2021	28,696.36	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6902:					28,696.36	.00	
996	TETON COUNTY SPECIAL FIRE	102521C	OCTOBER 2021 CAPITAL	10/25/2021	1,002.03	.00	
996	TETON COUNTY SPECIAL FIRE	102521O	OCTOBER 2021	10/25/2021	14,006.95	.00	
Total 996:					15,008.98	.00	
1614	TETON COUNTY-FUND 10	102621D	OCTOBER 21 DISPATCH	10/26/2021	43,834.59	.00	
1614	TETON COUNTY-FUND 10	102621P	OCTOBER 21 PATHWAYS	10/26/2021	15,614.65	.00	
1614	TETON COUNTY-FUND 10	102621PLAN	OCTOBER 21 MALONE & HOST	10/26/2021	12,074.24	.00	
Total 1614:					71,523.48	.00	
3027	TETON COUNTY-FUND 13	102521C13	OCTOBER 2021 CAPITAL	10/25/2021	18.44	.00	
Total 3027:					18.44	.00	
166	TETON COUNTY-FUND 19	102521PRC	OCOTBER 2021 CAPITAL	10/25/2021	17,905.50	.00	
Total 166:					17,905.50	.00	
268	TETON MOTORS INC	5099878	SHUTTER	09/27/2021	230.95	.00	
268	TETON MOTORS INC	5100164	ELEMENT	10/21/2021	31.22	.00	
Total 268:					262.17	.00	
5846	TETON TOOLS LLC	11022129789	BATTERY BLACK	11/02/2021	105.95	.00	
Total 5846:					105.95	.00	
6849	THE HOLE SNOBALL	102821	business license denied	10/28/2021	74.00	.00	
Total 6849:					74.00	.00	
6810	THE TIRE RACK, INC.	GM81192	LT245/75R16 BLIZZAK	10/13/2021	766.24	.00	
6810	THE TIRE RACK, INC.	GN62370	LT265/70R17- CP DISCO AT3 LT	10/22/2021	890.24	.00	
6810	THE TIRE RACK, INC.	GP12414	275/55R20 BS BLIZ DMV2	10/27/2021	2,621.28	.00	
Total 6810:					4,277.76	.00	
3955	THOMSON WEST	845256375	LIBRARY PLAN CHANGES	11/01/2021	446.93	.00	
3955	THOMSON WEST	845256375	LIBRARY PLAN CHANGES	11/01/2021	446.93	.00	
Total 3955:					893.86	.00	
6579	TITLE 22 CONSULTANTS	21-0032	P21-256 PLAT REVIEW	10/28/2021	328.38	.00	
6579	TITLE 22 CONSULTANTS	21-0033	P21-263 PLAT REVIEW	11/03/2021	507.80	.00	
Total 6579:					836.18	.00	
6363	TMSC LLC	2021-006-SF-0	SI-FERRIN REMODEL ELECTRI	10/27/2021	11,199.17	.00	
Total 6363:					11,199.17	.00	
777	UPPER CASE PRINTING INK	17575	RESIDENT LETTER	10/04/2021	156.72	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 777:					156.72	.00	
5022	VISION SERVICE PLAN - (WY)	813458123	NOVEMBER PREMIUM	10/17/2021	1,672.89	1,672.89	11/09/2021
Total 5022:					1,672.89	1,672.89	
563	WESTBANK SANITATION	375261	DUMPSTER	08/01/2021	432.02	.00	
563	WESTBANK SANITATION	3797010	FINANCE CHARGE 400 SNOW K	10/01/2021	8.64	.00	
Total 563:					440.66	.00	
1640	WESTERN STATE	IN001752522	SERVICE CALL @ ELY SPRINGS	08/23/2021	283.21	.00	
1640	WESTERN STATE	IN001752528	SERVICE CALL @ JOSEPHINE	08/23/2021	283.21	.00	
1640	WESTERN STATE	IN001752531	SERVICE CALL @ ELK REFUGE	08/23/2021	281.33	.00	
1640	WESTERN STATE	IN001752535	SERVICE CALL @ ELK REFUGE	08/23/2021	281.33	.00	
1640	WESTERN STATE	IN001752574	SERVICE CALL @ 3 CREEK RA	08/23/2021	316.81	.00	
1640	WESTERN STATE	IN001752578	SERVICE CALL @ RANGEVIEW	08/23/2021	283.21	.00	
1640	WESTERN STATE	IN001806897	ELEMENT A	10/14/2021	124.88	.00	
1640	WESTERN STATE	IN001818875	COWL AS, GRILL, FRT	10/26/2021	1,268.46	.00	
1640	WESTERN STATE	IN001821910	COWL AS, FRT	10/28/2021	770.93	.00	
Total 1640:					3,893.37	.00	
472	WHITE GLOVE CLEANING, INC.	241Z	CLEANING SUPPLIES @ MILLE	10/31/2021	224.00	.00	
472	WHITE GLOVE CLEANING, INC.	242Z	JANITORIAL SUPPLIES @ HOM	11/01/2021	561.00	.00	
472	WHITE GLOVE CLEANING, INC.	243Z	JANITORIAL SUPPLIES @ PARK	10/31/2021	112.00	.00	
472	WHITE GLOVE CLEANING, INC.	244Z	JANITORIAL SUPPLIES @ DELO	10/31/2021	403.00	.00	
472	WHITE GLOVE CLEANING, INC.	245Z	JANITORIAL SUPPLIES @ ALL P	10/31/2021	300.00	.00	
472	WHITE GLOVE CLEANING, INC.	245Z	JANITORIAL SUPPLIES @ ALL P	10/31/2021	300.00	.00	
472	WHITE GLOVE CLEANING, INC.	245Z	JANITORIAL SUPPLIES @ ALL P	10/31/2021	300.00	.00	
472	WHITE GLOVE CLEANING, INC.	245Z	JANITORIAL SUPPLIES @ ALL P	10/31/2021	331.00	.00	
472	WHITE GLOVE CLEANING, INC.	246Z	JANITORIAL SUPPLIES @ TOW	10/31/2021	515.44	.00	
472	WHITE GLOVE CLEANING, INC.	247Z	JANITORIAL SUPPLIES @ PUBL	10/31/2021	85.33	.00	
472	WHITE GLOVE CLEANING, INC.	746B	HOUSE CLEANING @ UNIT #17	10/18/2021	145.50	.00	
472	WHITE GLOVE CLEANING, INC.	749B	HOUSE CLEANING @ 149 PEAR	10/18/2021	194.00	.00	
472	WHITE GLOVE CLEANING, INC.	756B	HOUSE CLEANING @ UNIT #2	10/18/2021	97.00	.00	
472	WHITE GLOVE CLEANING, INC.	7601	COVID FOGGING CLEANING @	10/29/2021	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	7601	COVID FOGGING CLEANING @	10/29/2021	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	7601	COVID FOGGING CLEANING @	10/29/2021	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	7601	COVID FOGGING CLEANING @	10/29/2021	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	7612	JANITORIAL SUPPLIES @ TOW	10/31/2021	2,130.00	.00	
472	WHITE GLOVE CLEANING, INC.	7613	JANITORIAL SUPPLIES @ PARK	10/31/2021	350.00	.00	
472	WHITE GLOVE CLEANING, INC.	7615	JANITORIAL SUPPLIES @ PUBL	10/31/2021	1,340.33	.00	
472	WHITE GLOVE CLEANING, INC.	7616	JANITORIAL SUPPLIES @ PARK	10/31/2021	204.00	.00	
472	WHITE GLOVE CLEANING, INC.	7618	JANITORIAL SUPPLIES @ BUNK	10/31/2021	100.00	.00	
Total 472:					9,292.60	.00	
3619	WY CHILD SUPPORT ENFORCE	110521	case #209790 GALLEGHER	11/05/2021	146.76	146.76	11/04/2021
Total 3619:					146.76	146.76	
4139	WY WORKERS' SAFETY & COM	110921	NOVEMBER PREMIUM	11/09/2021	10,503.17	10,503.17	11/09/2021
Total 4139:					10,503.17	10,503.17	
4198	WYOMING FIRST AID & SAFETY	194750	FIRST AID SUPPLIES FOR PUBL	10/28/2021	135.17	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4198	WYOMING FIRST AID & SAFETY	194752	first aid kit resupply	10/28/2021	59.78	.00	
4198	WYOMING FIRST AID & SAFETY	194754	first aid kit resupply	10/28/2021	37.03	.00	
Total 4198:					231.98	.00	
406	WYOMING LAW ENFORCEMEN	110821	OFFICER EDUCATION TRAININ	11/08/2021	70.00	.00	
Total 406:					70.00	.00	
329	WYOMING RETIREMENT SYST	216378	OCTOBER CONTRIBUTIONS	11/09/2021	33,288.99	33,288.99	11/09/2021
329	WYOMING RETIREMENT SYST	216379	OCTOBER CONTRIBUTIONS	11/09/2021	28,810.95	28,810.95	11/09/2021
329	WYOMING RETIREMENT SYST	216380	OCTOBER CONTRIBUTIONS	11/09/2021	55,140.16	55,140.16	11/09/2021
Total 329:					117,240.10	117,240.10	
1208	WYOMING SECRETARY OF STA	102821	NOTARY filing fee carl pelletier an	10/28/2021	120.00	120.00	10/28/2021
Total 1208:					120.00	120.00	
6717	WY-TEST	38376	drug creening	09/20/2021	80.00	.00	
6717	WY-TEST	38493	drug screening	10/06/2021	80.00	.00	
6717	WY-TEST	38511	drug screening	10/07/2021	202.50	.00	
6717	WY-TEST	38569	drug screening	10/13/2021	160.00	.00	
6717	WY-TEST	38613	drug screening	10/14/2021	80.00	.00	
6717	WY-TEST	38614	drug screening	10/18/2021	80.00	.00	
6717	WY-TEST	38626	drug screening	10/18/2021	80.00	.00	
6717	WY-TEST	38644	drug screening	10/21/2021	80.00	.00	
6717	WY-TEST	38692	drug screening	10/28/2021	80.00	.00	
6717	WY-TEST	38695	drug screening	10/29/2021	160.00	.00	
6717	WY-TEST	58532	drug screening	10/08/2021	80.00	.00	
Total 6717:					1,162.50	.00	
2842	YELLOW IRON EXCAVATION, LL	63430	trash removal - 915 Simon Lane	10/31/2021	35.00	.00	
2842	YELLOW IRON EXCAVATION, LL	63546	trash removal 455 VINE	10/31/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	63546	trash removal 455 VINE	10/31/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	63546	trash removal 455 VINE	10/31/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	63546	trash removal 455 VINE	10/31/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	63693	trash removal @ 155 E PEARL	10/31/2021	120.00	.00	
2842	YELLOW IRON EXCAVATION, LL	63694	trash removal - ANIMAL SHELTE	10/31/2021	70.00	.00	
2842	YELLOW IRON EXCAVATION, LL	63695	SNOW KING TRASH	10/31/2021	640.00	.00	
Total 2842:					935.00	.00	
Grand Totals:					1,357,055.61	454,845.07	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

During the month of October, the Court received \$25,485 in fines, costs, and fees.
336 new cases were docketed: 270 parking citations, 66 summons
33 cases were dismissed: 19 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>
Alvarez, Carolina	186002767AC	Minor in possession alcohol	BF	100
Andraca Tenorio, Liliana	186002768AC	Animal control: Disturbing the peace	BF	100
Arnesen, Gene Stephen	186002877AC	Speed Limits Generally 45/30	BF	195
Bailey, Robert H	186002954AC	Failure to maintain liability coverage	D-Per Town's Motion	0
Baker, Rachael Jane	186002890AC	Passing a school Bus	BF	440
Beastrom, Craig D	186002878AC	Failure to maintain liability coverage	D-Per Town's Motion	0
Becerra-hernandez, Benjamin	98786N	No Driver's license	BF	420
Boan, Mary	186002764AC	No display of current registration	D-Per Town's Motion	0
Bravo, Omar	98336N	Yielding ROW on sidewalks	BF	100
Calafell Jr, Francisco	186002807AC	Failure to maintain liability coverage	BF	285
Calafell Jr, Francisco	186002806AC	Following too Close	BF	90
Canite, Chavez Kaulana	186001788AA	Public intoxication	BF	120
Cimpolungeanu, Luminita	186002838AC	Use of cell phone while driving prohibited	BF	75
Clouse, Justina	186002739AC	Limitations on Backing	BF	90
Cox, Lori Christine	186002869AC	Speed Limits Generally 45/30	BF	195
Davis, Chelsea Mae	186002742AC	Speed Limits Generally 39/25	D-TS	0
Delong, Gregory D	98376N	Public intoxication	BF	135
Disner, Jon Carlos	186002568AC	Public intoxication	BF	135
Doty, Rae M	186002719AC	Careless driving	BF	250
Doty, Rae M	186002720AC	Failure to maintain liability coverage	D-Provided valid information	0
Esquivel, Victor	186002692AC	Dog bite causing wound	D-Per Town's Motion	0
Gale, Courtney A	98401N	Unsafe Turning Movement	BF	90
Galicia Luna, Daniel Jorge	186002738AC	Failure to Obey Traffic Control Device	BF	140
Garcia Otiniano, Maria Lucia	186002830AC	Speed Limits Generally 47/30	BF	219
Glynn, Bonnie Lee	186002509AC	Speed Limits Generally 43/25	BF	216
Hand, Mary Kristeen	186002884AC	Speed Limits Generally 41/30	D-Per Town's Motion	0
Hawkes, Derek Kent	186002732AC	No Driver's license	BF	410
Henderson, Jennifer D	186002958AC	Failure to stop at a red light	BF	140
Huffman, Matthew Tyler	186002405AC	Following too Close	BF	100
Jackson, Corrie Jean	186002835AC	Careless driving	BF	240
Jackson, Corrie Jean	186002836AC	Use of cell phone while driving prohibited	BF	75
King, Abigail E	186002452AC	Stop Sign Violation	D-TS	0
Lewis, Ian K	01074M	Public intoxication	BF	135
Long, Julia Nicole	186002820AC	No display of current registration	BF	140
Marino, Richard S	98232N	Speeding urban - 40/30 mph zone	BF	150
Martin, Philip Alexander	186002544AC	Speeding 48/35	D-TS	0
Meador, Rachelle Leigh	186002834AC	Limitations on Backing	BF	20
Mehrad, Naghizadeh	186002655AC	Public intoxication	BF	110
Merino Marroquin, Sara Maribel	186002886AC	No Driver's license	BF	410
Merino Marroquin, Sara Maribel	186002885AC	Speed Limits Generally 42/30	BF	174
Mervenne, Joseph Harold	186002569AC	Failure to yield ROW approaching intersections	BF	90
Morales Marquina, Cassie	186002404AC	Failure to yield ROW approaching intersections	D-Per Town's Motion	0
Morgan, John S	186002915AC	Limitations on Backing	BF	90
Mutha, Antriksh Hemchand	186002415AC	Speed Limits Generally 52/30	D-TS	0
Narayn, Louis	186002497AC	Public intoxication	BF	135
Ness, Andrea Alvarado	186002914AC	No display of current registration	BF	140
Patrick, Sarah	186002458AC	Marijuana: use and/or possession	D-Per Town's Motion	0
Psiaki, Christopher Alexander	186002817AC	Speed Limits Generally 39/25	BF	188
Puga-ramirez, Cesar I	01672M	Public intoxication	BF	135

Roberts, Kendra C	186002815AC	Interference w/PD: Resisting officer	BF	250
Roberts, Kendra C	186002814AC	Public intoxication	BF	135
Rotger, Sophia R	01507M	Minor in Bar/Use False ID to obtain Alcohol/Malt Beverage	D-Per Town's Motion	0
Ruiz, Mario	98377N	Public intoxication	BF	135
Sears, Oliveah B	186002463AC	Failure to Maintain Lane	BF	90
Sturges, Sarah Howe	186002346AC	Stop Sign Violation	D-Per Town's Motion	0
Tzompa-morillon, Jose	186002406AC	Following too Close	BF	100
Villasana, Izui	186002745AC	No Driver's license	D-Per Town's Motion	0
Vocic, Robert Allen	186002864AC	Duty upon colliding with unattended vehicle or property	BF	250
Volcic, Amy Danielle	186002605AC	Failure to yield ROW approaching intersections	BF	90

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Regular
Submitting Department:	Public Works - Engineering	Presenter:	Brian Lenz – Town Engineer
Agenda Item:	P21-234: 175 S Glenwood- Development Agreement Addendums	Public Comment:	Yes

Purpose & Policy Considerations.

For the Town Council to consider approving the First Amendment to Development Agreement between Arts District West, LLC and the Town of Jackson for the Glenwood + Simpson project located at 175 South Glenwood Street (the “First Amendment”).

Requested Action.

Staff requests Town Council approval for the First Amendment.

Recommendations.

Staff recommends approval of the First Amendment.

Background.

The Glenwood + Simpson development is located at 175 S Glenwood St. and is a multi-purpose building consisting of commercial, lodging, and employee units. The Town and Developer executed a Development Agreement for the development effective September 11, 2020 (P20-075). The final development plan (P18-156) was approved in 2020 and the building is currently under construction (B19-0323).

The original Development Agreement provided the terms for various improvements required within the public right-of-way (PROW) appurtenant to the Development. Improvements included the relocation of a CenturyLink phone pedestal, which is located within the PROW at the northeast corner of the development that encroaches into the proposed Glenwood sidewalk, onto the Development. The First Amendment replaces paragraph 5.D pertaining to the CENTURYLINK PEDESTAL RELOCATION of the Development Agreement with language that allows the relocation of the pedestal out of the proposed sidewalk but within the PROW.

Analysis.

Staff finds that relocation of this type of pedestal within the PROW is standard practice. That said relocation of any wire utility is challenging. The Developer and their contractor were not able to reach an agreement to locate the pedestal on the Development with CenturyLink. CenturyLink would only agree to move the pedestal within the right of way where they are franchised. Staff coordination with the contractor has identified a location in the buffer between the sidewalk and the curb that will not interfere with the sidewalk or the roadway.

CONDITIONS OF APPROVAL

1. Pedestal shall not interfere with the sidewalk or the roadway.

Possible Alternatives.

1. Approve the First Amendment
2. Direct the Town Attorney and Town Engineer to negotiate additional/different terms for First Amendment.
3. Deny the request for amendment and direct the Developer to resolve matter with the utility company.
4. Other.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan as follows:

Common Value 2: Growth Management

4.1.d: Maintain Jackson as the economic center of the region

The project is mixed-use development which includes retail, lodging, and residential spaces that serve local businesses, residents and visitors.

4.2.d: Create a Downtown Retail Shopping District

The proposed retail portion of this development serves residents and visitors.

Fiscal Impact.

Cost for the relocation of the Century Link pedestal shall be at the Developers sole cost and expense.

Staff Impact.

Engineering, Legal, and Administration all collaborate to complete the First Amendment. Preparation of the First Amendment and staff report took about 3-6 staff hours to complete.

Attachments or Links.

1. Application documents, including the DRAFT amendment.
2. Executed Development Agreement

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

I move to approve the attached First Amendment to Development Agreement between Arts District West, LLC and the Town of Jackson subject to approval and minor changes by the Town Attorney and Town Engineer.



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

- ☒ Public Works/Engineering
- ☐ Building
- ☐ Title Company
- ☒ Town Attorney
- ☐ Police

Joint Town/County

- ☐ Parks and Recreation
- ☐ Pathways
- ☐ Housing Department

Teton County

- ☐ Planning Division

- ☐ Engineer
- ☐ Surveyor- *Nelson*
- ☐ Assessor
- ☐ Clerk and Recorder
- ☐ Road and Levee

State of Wyoming

- ☐ Teton Conservation
- ☐ WYDOT
- ☐ TC School District #1
- ☐ Game and Fish
- ☐ DEQ

Federal Agencies

- ☐ Army Corp of Engineers

Utility Providers

- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

Special Districts

- ☐ START
- ☐ Jackson Hole Fire/EMS
- ☐ Irrigation Company

Date: August 30, 2021	REQUESTS: The applicant is submitting a request for an Encroachment Agreement Addendum for the property located at 175 S Glenwood St., legally known as LOTS 11-12, BLK 2, WORT-2, PIDN: 22-41-16-33-1-08-004 For questions, please call Brian Lenz at 733-3097, x1410 or email to the address shown below. Thank you.
Item #: P21-234	
Planner: Tyler Valentine Phone: 733-0440 ext. 1305 Email: tvalentine@jacksonwy.gov	
Owner: Arts District West, LLC PO Box 10483 Jackson, WY 83002 Applicant: same	
Please respond by: September 20, 2021 (with Comments)	

RESPONSE: For Departments not using Trak-it, please send responses via email to:
alangle@jacksonwy.gov



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: Glenwood + Simpson
Physical Address: 175 South Glenwood Street
Lot, Subdivision: Lots 11 & 12 of block 2 of the second wort addition PIDN: 22-41-16-33-1-08-004

PROPERTY OWNER.

Name: Arts District West, LLC. Phone: 307.699.2260
Mailing Address: PO Box 10483, Jackson, WY ZIP: 83002
E-mail: stephen@vesko.com

APPLICANT/AGENT.

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

DESIGNATED PRIMARY CONTACT.

☒ Property Owner ☐ Applicant/Agent

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

Use Permit

☐ Basic Use
☐ Conditional Use
☐ Special Use

Relief from the LDRs

☐ Administrative Adjustment
☐ Variance
☐ Beneficial Use Determination
☐ Appeal of an Admin. Decision

Physical Development

☐ Sketch Plan
☐ Development Plan
☐ Design Review

Subdivision/Development Option

☐ Subdivision Plat
☐ Boundary Adjustment (replat)
☐ Boundary Adjustment (no plat)
☐ Development Option Plan

Interpretations

☐ Formal Interpretation
☐ Zoning Compliance Verification

Amendments to the LDRs

☐ LDR Text Amendment
☐ Map Amendment

Miscellaneous

☒ Other: Encroachment Agreement
☐ Addendum
☐ 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 <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-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

Date

Name Printed

Title



y2consultants.com
307 733 2999

CONSULTANTS

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

August 27, 2021

Kelly Sluder, Building Official
Town of Jackson Building Department
PO Box 1687
Jackson WY 83001

**Re: Glenwood + Simpson Mixed Use Building
Summary of CDs Revision 9**

The following is a summary of the revisions to Civil Engineering CDs that have been made since the last Building Permit set revision (Permit Response Rev. 7, 8; 05/05/2021).

Sheet	Description	Description/Changes
C1.2	Finished Conditions	CenturyLink infrastructure relocated.
C2.1	Site Plan	Tree removed from northern-most landscape area.
C2.4	Grading Plan Glenwood	No parking sign location shifted south.
C2.7	Striping and Signage Plan	

Respectfully submitted,

Vince Roux, MS
Civil Engineering Dept. Co-Manager
vince@y2consultants.com

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("First Amendment"), dated this ___ day of _____, 2021 ("Effective Date"), is entered into by and between Arts District West, LLC, a Wyoming limited liability company whose address is PO Box 1569, Jackson, WY 83001 ("Developer"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming whose address is PO Box 1687, Jackson, WY 83001 ("Town").

WHEREAS, Developer is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows, the "Subject Property," the development of which will be referred to in this First Amendment from time to time as either the "Glenwood + Simpson Project" or the "Development":

Street Address: 175 South Glenwood Street

Legal Description: Lots 11 & 12 of Block 2 of the Second Wort Addition to the Town of Jackson, according to the plat recorded as Plat 129 in the office of the County Clerk of Teton County, Wyoming.

PIDN: 22-41-16-33-1-08-004.

WHEREAS, the Developer and the Town entered into a Development Agreement for the development Glenwood + Simpson Project with an Effective Date of _____, which memorialized their understanding regarding the Development; and

WHEREAS, Paragraph 5.D. of the Development Agreement required the relocation of a "Centurylink Pedestal" from the Town right-of-way to "a location on the Subject Property;" and

WHEREAS, Exhibits A and B to the Development Agreement reflected certain elements of the relocation of the Centurylink Pedestal; and

WHEREAS, the Town and Developer have agreed to an alternate area of relocation of the Centurylink Pedestal and by this First Amendment wish to amend the Development Agreement to reflect such alternate area of relocation of the Centurylink Pedestal.

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

1. REPLACEMENT OF PARAGRAPH 5.D IN ITS ENTIRETY. Paragraph 5.D. of the Development Agreement, entitled CENTURYLINK PEDESTAL RELOCATION, is hereby deleted in its entirety and replaced with the following:
 - D. CENTURYLINK PEDESTAL RELOCATION: Generally described as the relocation of a CenturyLink pedestal from its former location to the location specified on the attached Exhibit B ("Centurylink Pedestal Relocation"). The Developer is required to relocate it as follows:
 - i. Relocation: Developer shall relocate Centurylink Pedestal within the Town of Jackson right-of-way to the area shown on the attached Exhibit B.
 - ii. Cost: Relocation of the Centurylink Pedestal by the Developer shall be at its sole cost and expense.
 - iii. Maintenance: The Developer shall have no obligation to maintain the Centurylink Pedestal once the Developer completes its relocation.

iv. Ownership: Centurylink shall own the Centurylink Pedestal and all utilities associated therewith.

2. REPLACEMENT OF EXHIBITS A AND B TO DEVELOPMENT AGREEMENT. EXHIBITS A and B to the Development Agreement are hereby deleted in their entirety and replaced with EXHIBITS A and B attached hereto and by this reference incorporated herein.

This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute but one instrument; and may be delivered via facsimile, PDF or other electronic transmission. In the event of a conflict between the Agreement and this First Amendment, the terms of this First Amendment shall govern. Except as amended by this First Amendment, the Agreement remains in full force and effect.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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

Pete Muldoon, Mayor

ATTEST:

Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Pete Muldoon, as the Mayor of the Town of Jackson, Wyoming, and by Sandra P. Birdyshaw, as the Town Clerk of the Town of Jackson, Wyoming, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My commission expires:

ARTS DISTRICT WEST, LLC a Wyoming
limited liability company

By: _____
Its: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as _____
_____ of _____, who is personally known to me or has
established their identity and authority to me by reasonable proof, this _____ day of _____
_____, 2021.

WITNESS my hand and official seal.

Notary Public
My commission expires:

DRAFT 08.27.2021

DRAFT 08.27.2021

SURVEY NOTES

TOPOGRAPHIC FEATURES SHOWN HEREON REPRESENT CONDITIONS DETERMINED BY A FIELD SURVEY MADE DURING JULY & AUGUST OF 2018, AND MAY NOT REFLECT CHANGES MADE SUBSEQUENT TO THAT DATE.

- BUILDING FOOTPRINTS AS SHOWN HEREON REPRESENT FIELD MEASUREMENTS MAPPED AS PART OF THIS SURVEY AND ARE NOT INTENDED TO REPRESENT ARCHITECTURAL DIMENSIONS. ROOF EAVES AND AWINGS WERE NOT MAPPED AS PART OF THIS SURVEY EXCEPT WHERE SPECIFICALLY INDICATED.
- THE PROPERTY BOUNDARY FOR LOT 11/12 SHOWN HEREON IS RESOLVED BASED ON FOUND SURVEY MONUMENTS AND BOUNDARY RESOLUTION PRINCIPLES. EXCEPT WHERE BEARINGS AND DISTANCES ARE EXPLICITLY STATED, BOUNDARIES OF ADJACENT PROPERTIES ARE CALCULATED BASED ON FOUND MONUMENTS AND ARE FOR REFERENCE ONLY.
- CURRENT ZONING = CR-1 (T.O.J. COMMERCIAL RESIDENTIAL-1)
- FOR APPLICABLE SETBACK AND HEIGHT REGULATIONS ESTABLISHED BY THE TETON COUNTY LAND DEVELOPMENT REGULATIONS, EFFECTIVE MAY 24, 1994, AS AMENDED, REFER TO THE COUNTY DOCUMENT (ORDINANCE 1198).
- BASE ELEVATION = 6235.3' AT CP NO. 2030 AS SHOWN HEREON (US SURVEY FEET IN THE NAVD88 DATUM).
- THE BASIS OF BEARINGS FOR THIS SURVEY IS REFERENCED TO A DIRECT GPS MEASUREMENT AND IS CONSIDERED GEODETIC.
- ALL HORIZONTAL MEASUREMENTS ARE IN UNITS OF US SURVEY FEET AND ARE GPS DERIVED GROUND MEASUREMENTS BASED ON THE WYOMING WEST (ZONE 4904) STATE PLANE COORDINATE SYSTEM, NAD 1983, GEOID 12B. THE PROJECT SCALE FACTOR IS 1.0003212080.

PROJECT NOTES

PROJECT REVIEWED AND APPROVED UNDER FDP P18-156.

LANDSCAPE

FDP REQUIREMENT = 750 SF
PROVIDED = 2,341 SF

GEC PLAN LEVEL REQUIRED

SLOPES < 5%
AREA OF DISTURBANCE > 1,000 SF
(APPROX. 25,681 SF)

STORMWATER MANAGEMENT

SEE SHEET C2.6 STORMWATER PLAN

PARKING AND LOADING:

FDP REQUIREMENT = 22-33 SPACES REQUIRED
PROVIDED = 25 SPACES (BASEMENT)
8 SPACES (STREET)

CONSTRUCTION MANAGEMENT PLAN:

CONSTRUCTION MANAGEMENT PLAN SUBMITTED SEPARATELY.

DEMOLITION NOTES

SEE C1.1 - EXISTING CONDITIONS AND DEMOLITION PLAN

DESIGN NOTES

GREASE INTERCEPTOR SIZING NOTES:

PER WYDEQ CH. 25, PG 25-16:

WASTE INTERCEPTOR RETENTION STORAGE
PER PEAK HOUR X FLOW RATE X TIME X FACTOR = SIZE (GAL.)

NO. OF SEATS = 88 SEATS
NO. OF MEALS PER PEAK HOUR = 117 MEALS PER PEAK HOUR
WASTE FLOW RATE = 6 GALLONS PER MEAL PER DAY
RETENTION TIME = 2.5 HOURS
STORAGE FACTOR = 2

117 X 6 X 2.5 X 2 = 3,511 GALLONS OF LIQUID CAPACITY

STORMWATER DETENTION BASIN PUMP NOTES:

- THE STORMWATER PUMP WILL BE SIZED BASED ON THE FOLLOWING CONDITIONS OF SERVICE:

	STATIC HEAD	DYNAMIC HEAD	TOTAL HEAD	FLOW RATE
STORMWATER PUMP	18 FT	2 FT	20 FT	116 GPM
- GOULDS WS10B (1 HP SEWAGE PUMP) OR APPROVED EQUAL.
- CONTRACTOR SHALL PROVIDE SUBMITTAL OF STORMWATER PUMP FOR APPROVAL BY DESIGN ENGINEER.
- INCLUDE DUPLEX CONTROL PANEL (NEMA 4X CONTROL PANEL ENCLOSURE W/ HIGH WATER ALARM AND HORN, LEAD-LAG CONTROLS, CIRCUIT BREAKERS, HAND-OFF-AUTO SWITCH, RUN LIGHT, UL LISTED, PAD LOCKABLE ENCLOSURE) OR APPROVED EQUALS. THESE SYSTEMS CAN BE INTEGRATED INTO THE BUILDING CONTROL SYSTEM BY OTHERS, BUT MANUAL OPERATION AND OVERRIDE MUST REMAIN.
- THE ALARM PANEL MUST BE LOCATED IN A CONSPICUOUS LOCATION - EASILY VISIBLE AND WITHIN AUDIBLE RANGE DURING NORMAL BUILDING USE - TO PROVIDE THE INTENDED BENEFIT. IT SHOULD ALSO BE CONNECTED TO THE BUILDING ALARM OR MONITORING SYSTEM IF ONE EXISTS. THE DETAILS OF THESE CONNECTIONS ARE NOT EXPLICITLY SPECIFIED IN THIS SET OF PLANS, AND SHOULD BE PROVIDED BY OTHERS AS APPROPRIATE.

CONSTRUCTION NOTES

CAUTION: UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES (WHETHER FUNCTIONAL OR ABANDONED) WITHIN THE PROJECT AREA ARE SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE STARTING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM CONTRACTORS WORK.

WY DEQ AND IPC SPECIFICATIONS:

UNLESS SPECIFIED OTHERWISE ON THIS DRAWING, ALL WATER AND WASTEWATER CONSTRUCTION SHALL BE COMPLETED IN CONFORMANCE WITH THE REQUIREMENTS OF THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY (WYDEQ) WATER QUALITY RULES AND REGULATIONS AND THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE.

WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS:

ALL CONSTRUCTION SHALL BE COMPLETED IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT EDITION OF THE WYOMING PUBLIC WORKS STANDARD SPECIFICATION (WPWSS; INCLUDED BY REFERENCE) UNLESS OTHERWISE SPECIFIED.

- ALL MATERIAL SHALL BE INSTALLED ACCORDING TO MANUFACTURER GUIDELINES AND RECOMMENDATIONS UNLESS OTHERWISE SPECIFIED.
- MAINTAIN CONSISTENT PIPE GRADE TO DESIGNATED HIGH AND LOW POINTS.
- SITE IMPROVEMENTS SHALL BE INSTALLED PROMPTLY IN ORDER TO REDUCE THE POTENTIAL FOR DUST EMISSIONS.
- THE AREA DISTURBED BY CLEARING, EARTH MOVING, OR EXCAVATION ACTIVITIES SHALL BE KEPT TO A MINIMUM AT ALL TIMES, ALLOWING IMPROVEMENTS TO BE IMPLEMENTED IN SECTIONS AND USING DITCH BLOCKS AS NECESSARY.
- SOIL-DISTURBING ACTIVITIES WILL BE AVOIDED DURING PERIODS OF HEAVY RAIN OR WET SOILS.
- ALL CONSTRUCTION MATERIALS WILL BE REMOVED FROM SITE AS SOON AS POSSIBLE AND NO LATER THAN 30 DAYS AFTER COMPLETION OF CONSTRUCTION.
- WY BMPs WILL BE FOLLOWED FOR ANY HYDRAULIC OR OIL LEAK IN ACCORDANCE WITH DEQ PROVISIONS.
- STATE LICENSED FUEL HANDLER COMPANIES WILL BE REQUIRED FOR THE ON-SITE FUELING NEEDS.
- CONCRETE WASH DISCHARGE SHALL BE CONTAINED AND PREVENTED FROM ENTERING STORMWATER OR PUBLIC WATER WAYS.
- COORDINATES ARE USED TO CALCULATE BEARINGS, DISTANCES, AND ANGULAR MEASUREMENTS SHOWN HEREON. SURVEY ACCURACY IS NOT REFLECTED BY SAID COORDINATES AND DERIVED DATA.
- ALL PUBLIC TRAVEL WAYS SHALL BE KEPT CLEAR OF CONSTRUCTION MATERIALS AND DEBRIS.
- EXISTING UTILITY INFRASTRUCTURE TO REMAIN SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRS. ADJUST UTILITY INFRASTRUCTURE TO MATCH FINAL GRADE.

INSPECTIONS AND TESTING:

TOWN OF JACKSON GRADING AND EROSION CONTROL PERMITS REQUIRE THE DESIGN ENGINEER TO CERTIFY CONSTRUCTION PRIOR TO A FINAL INSPECTION BY THE TOWN OF JACKSON ENGINEERING DEPARTMENT.

- THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE DESIGN ENGINEER FOR INSPECTIONS.
- FAILURE TO CALL FOR INSPECTIONS COULD RESULT IN A CERTIFICATION OF NON-COMPLIANCE BY THE DESIGN ENGINEER
- INSPECTIONS ARE REQUIRED BY THE DESIGN ENGINEER AT THE FOLLOWING PROGRESS MILESTONES:
 - DURING INSTALLATION OF WATER, SANITARY SEWER, AND STORM SEWER INFRASTRUCTURE WITH PUBLIC CONNECTIONS, INCLUDING BUT NOT LIMITED TO:
 - STORMWATER MANHOLES AND CATCH BASINS
 - STORMWATER TREATMENT AND STORAGE SYSTEM, PUMPS, AND CONTROLS
 - SEWER SERVICE AND MANHOLE
 - DOMESTIC AND FIRE WATER SERVICES
 - WATER AND SEWER INFRASTRUCTURE SHALL BE TESTED IN ACCORDANCE WITH TOWN OF JACKSON PUBLIC WORKS STANDARDS.
 - SITE WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE GEOTECHNICAL REVIEW REPORT BY WOMACK & ASSOCIATES (JUNE 2008).
 - CONTACT THE TOJ PUBLIC WORKS DEPARTMENT PRIOR TO COMPLETING ANY WORK INVOLVING WATER, SANITARY SEWER, OR STORM SEWER INFRASTRUCTURE.

GRADING AND EROSION CONTROL NOTES

PLAN LEVEL

DEVELOPMENT SCHEDULE:

- LAND DISTURBING ACTIVITIES WILL BEGIN SPRING 2020 AND BE COMPLETED FALL 2022, PENDING PERMIT APPROVAL.
- LANDSCAPING WILL OCCUR AS SOON AS CONDITIONS ALLOW PER THE NOTES BELOW.

PROPOSED GRADING PLAN:

- GRADE ALL AREAS AS SHOWN ON THE PLANS WHILE PROVIDING FOR SMOOTH TRANSITIONS TO EXISTING GRADE.
- MATERIAL SPOILS WILL BE STOCKPILED ONSITE AS LONG AS THE SPACE REMAINS AVAILABLE. MATERIAL WILL THEN BE STOCKPILED OFFSITE ACCORDING TO THE CONSTRUCTION MANAGEMENT PLANS.
- TOPSOIL WILL BE STRIPPED FROM AREAS TO BE DISTURBED BY EXCAVATION, FILLING, OR COMPACTION BY EQUIPMENT.
- STOCKPILE TOPSOIL OFFSITE, PREVENT MIXING WITH SUBSOIL OR OTHER MATERIALS, AND PROTECT FROM EROSION.

INVASIVE SPECIES MANAGEMENT:

30 DAYS PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES THE CONTRACTOR SHALL CONTACT TETON COUNTY WEED AND PEST TO INVENTORY EXISTING WEEDS DEVELOP AN INVASIVE SPECIES MANAGEMENT PLAN. CONTRACTOR WILL ALSO COMPLY WITH THE FOLLOWING NOTES:

- ALL CONSTRUCTION EQUIPMENT WILL BE CLEANED PRIOR TO ENTERING THE SITE.
- SOIL STOCKPILES WILL BE ROUTINELY CHECKED AND TREATED FOR INVASIVE SPECIES.
- DISTURBANCE OUTSIDE OF THE CONSTRUCTION ZONE AND IN AREAS WHERE INVASIVE SPECIES ARE PRESENT WILL BE MINIMIZED.
- ALL AREAS OUTSIDE OF THE CONSTRUCTION ZONE WILL BE KEPT ON ACTIVE MANAGEMENT USING THE METHODS LISTED IN THE INVASIVE SPECIES MANAGEMENT PLAN. THIS AREA WILL BE MONITORED AND TREATED AT LEAST TWICE EACH GROWING SEASON.

REVEGETATION DETAILS:

- SEE LANDSCAPE PLANS FOR REVEGETATION NOTES AND DETAILS

EROSION CONTROL PLAN:

- EROSION CONTROL MEASURES SHALL BE INSPECTED WEEKLY BY THE GENERAL CONTRACTOR/CONSTRUCTION SITE MANAGER AND REPAIRED AS REQUIRED.
- THE GENERAL CONTRACTOR/CONSTRUCTION SITE MANAGER SHALL COMPLY WITH WYDEQ WYPDES SMALL CONSTRUCTION GENERAL PERMITS AND LARGE CONSTRUCTION GENERAL PERMITS FOR SITES LESS THAN 5 ACRES AND LARGER THAN 5 ACRES, RESPECTIVELY.
- SILT FENCES WILL BE INSTALLED ALONG THE TOE OF THE DOWN-SLOPE SIDE OF MATERIAL STOCKPILES AND CUT AND FILL SLOPES, AND WHERE INDICATED ON PLANS.
- THE SILT FENCES WILL REMAIN IN PLACE UNTIL THE STOCKPILED MATERIAL IS REMOVED, AND ELSEWHERE UNTIL AREAS ARE REVEGETATED.
- STRAW WATTLES SHALL BE INSTALLED WHERE NECESSARY TO PREVENT EROSION, PER DETAILS, AND AS INDICATED ON PLANS.
- STORMWATER INFRASTRUCTURE SHALL BE PROTECTED FROM SEDIMENT WITH STRAW WATTLES, SEDIMENT FILTER SOCKS, OR OTHER PRE-APPROVED METHODS. THIS INCLUDES, BUT IS NOT LIMITED TO, CURB INLET GRATES, GUTTERS, CATCH BASIN INLETS, ETC.

DRAWING SET TITLE	DATE
CONST. DOC (REV. 6)	10/30/2020
CONST. DOC (REV. 7)	11/23/2020
CONST. DOC (REV. 8)	05/05/2021
CONST. DOC (REV. 9)	08/27/2021
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CHECKED BY: VR	
JOB #:	17429

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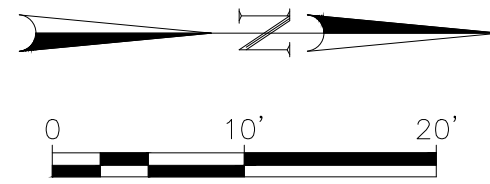


GLENWOOD & SIMPSON MIXED USE BUILDINGS
ARTS DISTRICT DEVELOPMENT, LLC
175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2
SECOND WORT ADDITION, JACKSON WY, 83001

NOTES

C0.1

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DEMOLITION NOTES:

- TRENCHING WORK SHALL COMPLY WITH OSHA REGULATIONS. THE CONTRACTOR IS RESPONSIBLE FOR TRENCH SAFETY.
- DEMOLITION SHALL OCCUR AS PERMITS ALLOW.
- PRELIMINARY DEMOLITION WORK WITHIN THE PROPERTY BOUNDARY PER DEMOLITION PERMIT.
- REMAINING WORK BEYOND PROPERTY BOUNDARIES PER PUBLIC RIGHT OF WAY PERMIT

POWER SERVICE NOTES:

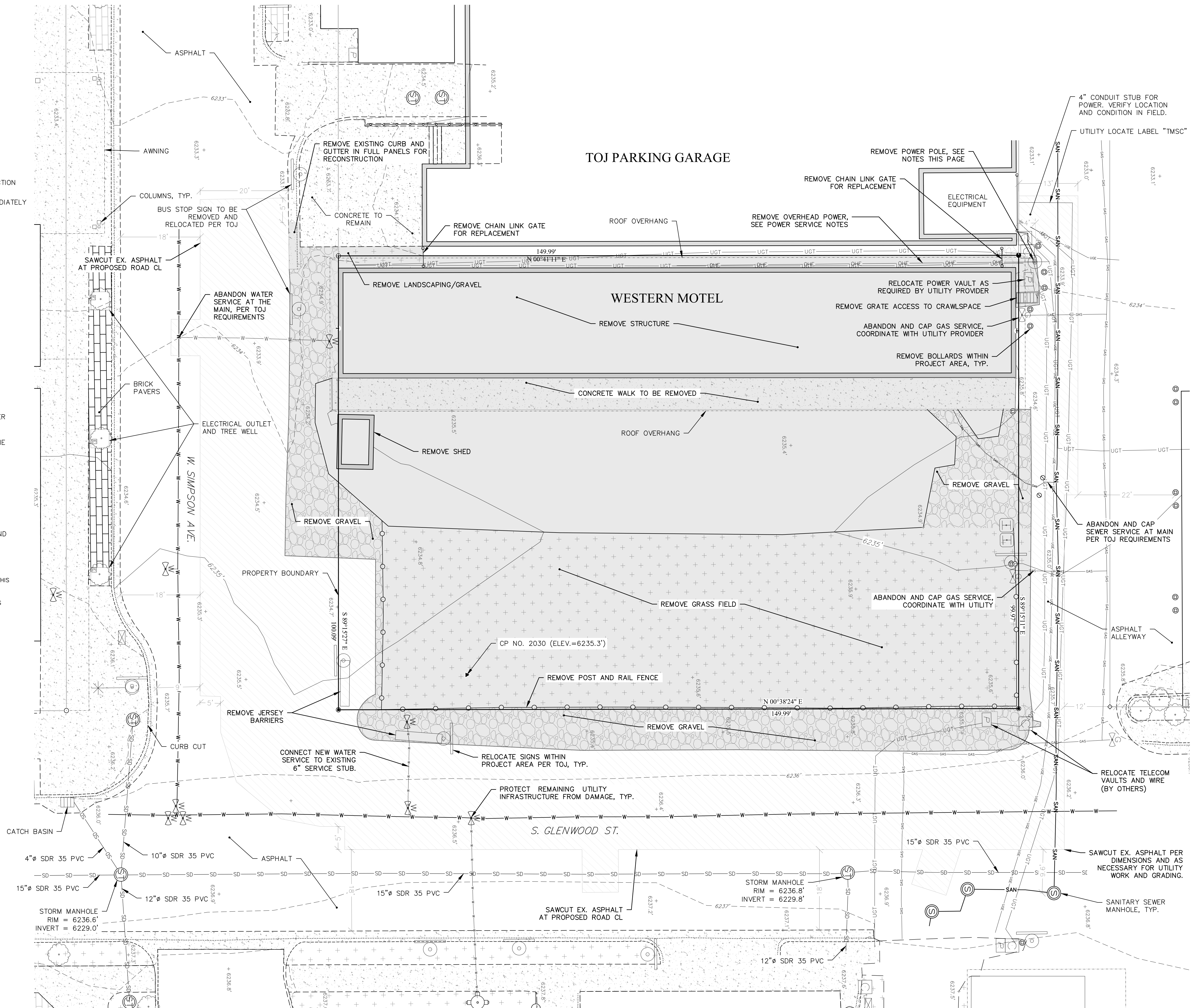
- PRESERVE TRANSFORMER ON POLE THROUGH CONSTRUCTION UNTIL NEW 3 ϕ TRANSFORMER IS BUILT AND INSTALLED.
- ABANDON POLE AND EXISTING TRANSFORMER AND IMMEDIATELY SWITCH NEW 3 ϕ TRANSFORMER WHEN APPROPRIATE.

LEGEND

(E)-EXISTING (P)-PROPOSED

	(E) MAJOR CONTOUR
	(E) MINOR CONTOUR
	(E) STRUCTURE
	(E) EDGE OF ASPHALT
	(E) EDGE OF CONCRETE
	(E) TOP BACK OF CURB
	(E) CURB FLOWLINE
	(E) WATER MAIN
	(E) WATER SERVICE
	(E) SEWER MAIN
	(E) SEWER SERVICE
	(E) UNDERGROUND POWER
	(E) UNDERGROUND GAS
	(E) UNDERGROUND PHONE
	(E) STORMWATER MAIN
	(E) FENCE
	PROPERTY BOUNDARY
	COMPLETE DEMOLITION
	SAWCUT, DEMOLITION, AND REPAIR/REPLACEMENT

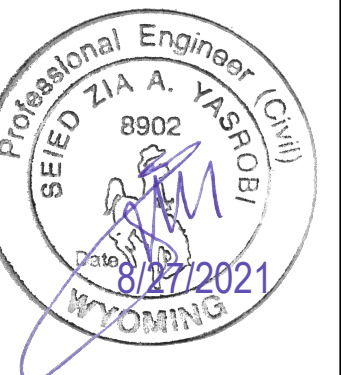
- INDICATES AN ALUMINUM CAP INSCRIBED "PLS 8469" FOUND THIS SURVEY
- INDICATES A 3 INCH DIAMETER ALUMINUM CAP INSCRIBED "PLS 2612" FOUND THIS SURVEY
- INDICATES A 3/8 INCH DIAMETER REBAR FOUND THIS SURVEY
- INDICATES A BRASS CAP INSCRIBED "RLS 164" FOUND THIS SURVEY
- INDICATES A "T"-STAKE FOUND THIS SURVEY
- INDICATES A NAIL AND SURVEY WASHER FOUND THIS SURVEY
- INDICATES A NAIL FOUND THIS SURVEY
- INDICATES A 3/4 INCH DIAMETER REBAR FOUND THIS SURVEY
- CALCULATED POINT (NOTHING FOUND OR SET THIS SURVEY)
- WATER VALVE
- GAS VALVE
- SEWER MANHOLE
- STORM SEWER MANHOLE
- FIRE HYDRANT
- LIGHT POST
- UTILITY POLE
- SIGN
- WATER SPIGOT
- IRRIGATION CONTROL VALVE
- TELECOMMUNICATIONS PEDESTAL
- BOLLARD
- ELECTRICAL BOX
- ELECTRICAL BOX (FLUSH WITH GROUND)
- TELEPHONE PEDESTAL
- SEWER CLEANOUT
- METAL GRATE
- TREE



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11/23/2020	CONST. DOC (REV. 7)
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08/27/2021	CONST. DOC (REV. 9)
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JOB #: 17429	

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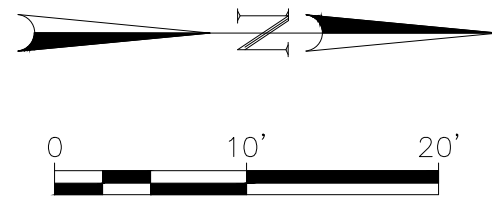


GLENWOOD & SIMPSON MIXED USE BUILDINGS
ARTS DISTRICT DEVELOPMENT, LLC
175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2
SECOND WORT ADDITION, JACKSON WY, 83001

EXISTING CONDITIONS
AND DEMOLITION
PLAN

C1.1

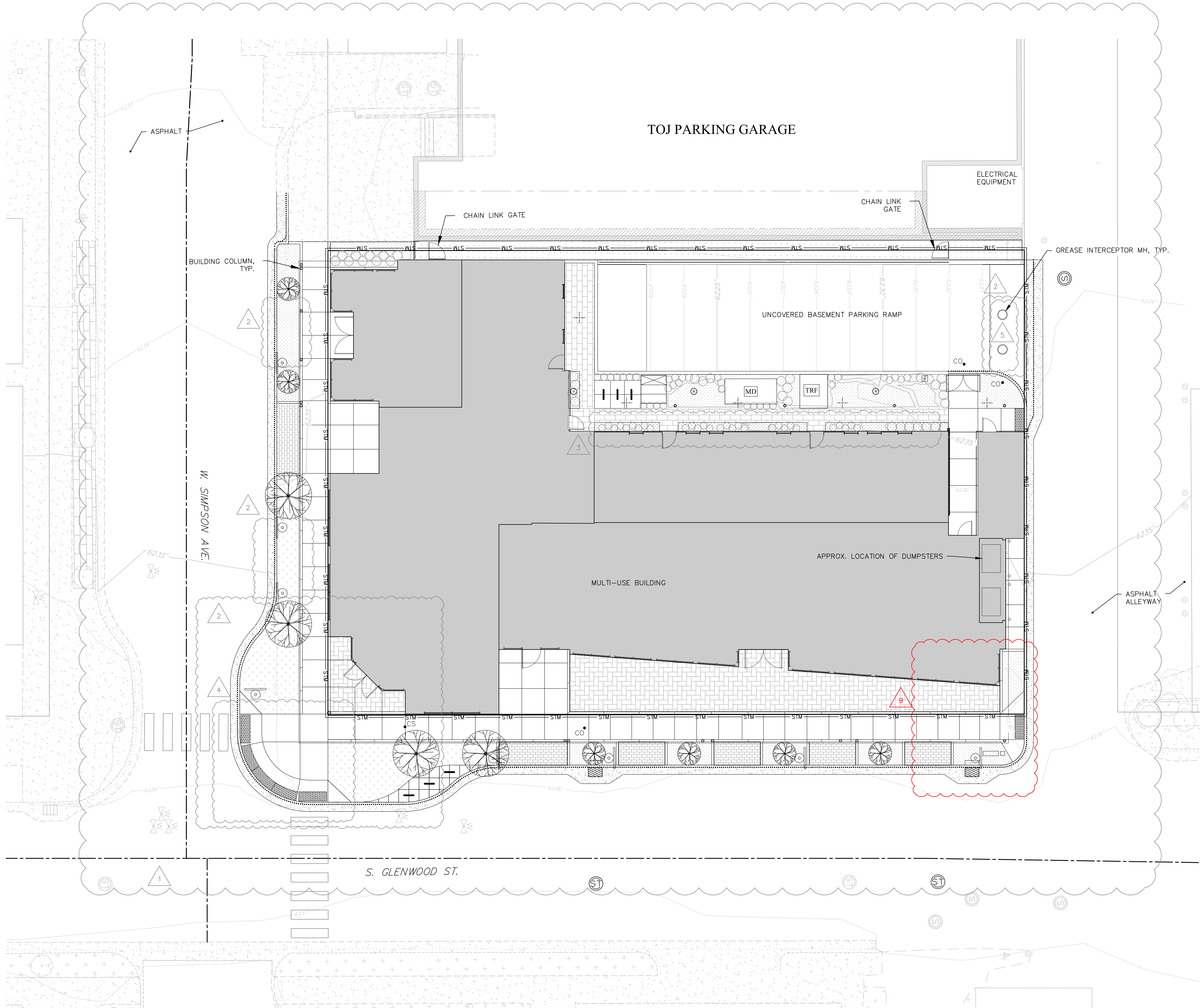
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LEGEND

(E) - EXISTING (P) - PROPOSED

- | | |
|--|----------------------|
| | (P) MAJOR CONTOUR |
| | (P) MINOR CONTOUR |
| | PROPERTY BOUNDARY |
| | (E) STRUCTURE |
| | (P) EDGE OF ASPHALT |
| | (E) EDGE OF CONCRETE |
| | (P) EDGE OF CONCRETE |
| | (P) TOP BACK OF CURB |
| | (E) CURB FLOW LINE |
| | (P) CURB FLOW LINE |
| | (E) CENTERLINE |
| | (P) CENTERLINE |
| | (P) BRICK PAVERS |
| | (E) BRICK PAVERS |
| | (P) LANDSCAPING |
| | (E) LANDSCAPING |
| | (E) CONCRETE |
| | (E) STORM MANHOLE |
| | (P) STORM MANHOLE |
| | (P) CURB STOP |
| | (P) CLEANOUT |



GLENWOOD & SIMPSON MIXED USE BUILDINGS

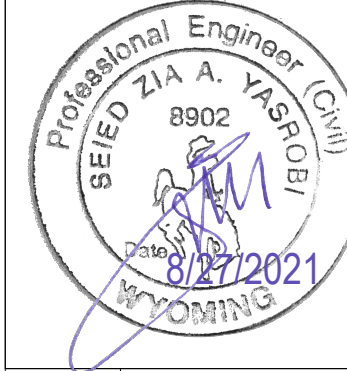
ARTS DISTRICT DEVELOPMENT, LLC

175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2

SECOND WORT ADDITION, JACKSON WY, 83001

FINISHED
CONDITIONS

C1.2



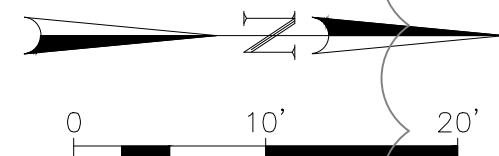
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08/27/2021	CONST. DOC (REV. 9)
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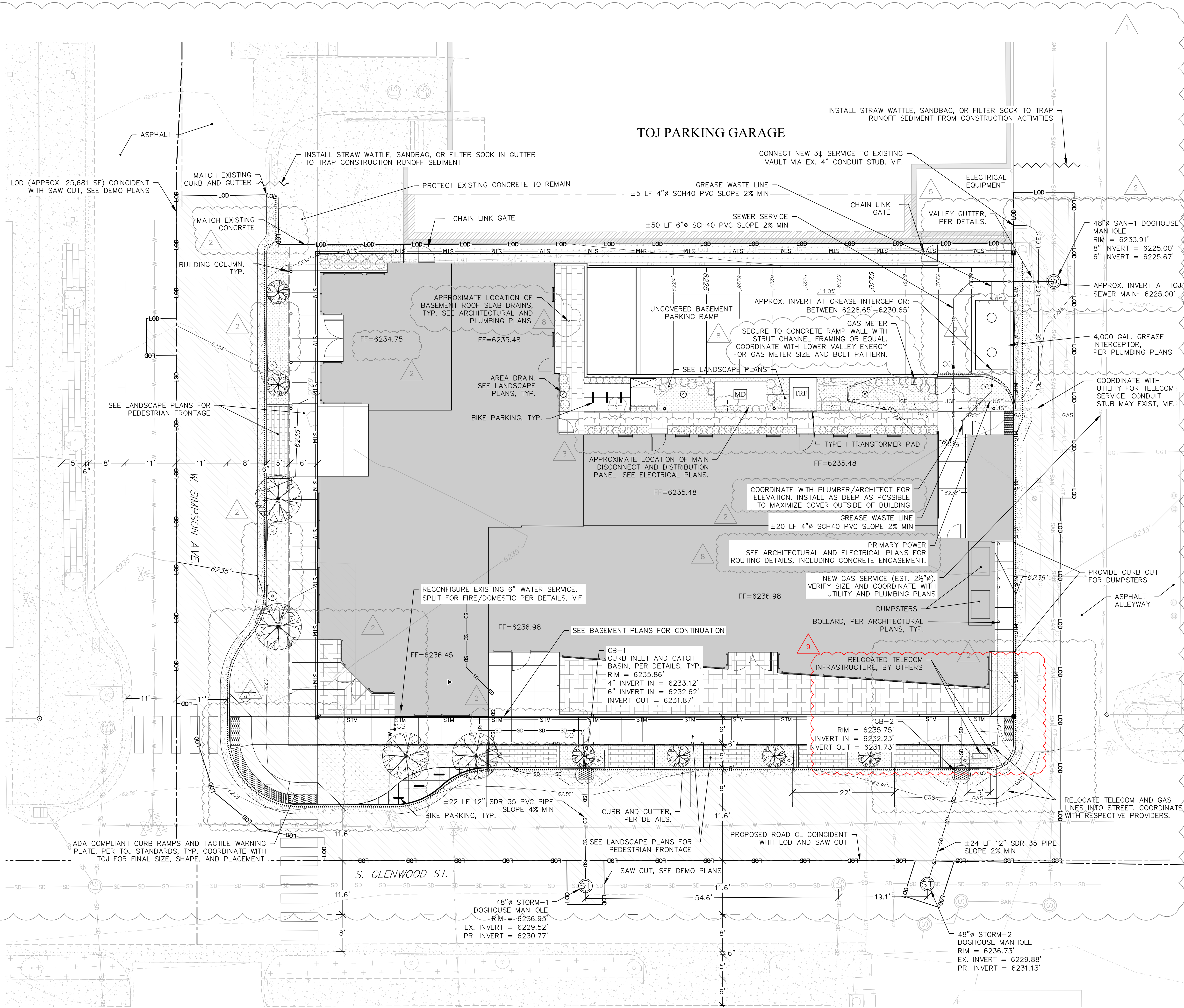
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LEGEND

(E) - EXISTING (P) - PROPOSED

- | | |
|--|------------------------------|
| | (E) MAJOR CONTOUR |
| | (E) MINOR CONTOUR |
| | (P) MAJOR CONTOUR |
| | (P) MINOR CONTOUR |
| | (E) STRUCTURE |
| | PROPERTY BOUNDARY |
| | (P) EDGE OF ASPHALT |
| | (E) EDGE OF CONCRETE |
| | (P) EDGE OF CONCRETE |
| | (P) TOP BACK OF CURB |
| | (E) CURB FLOW LINE |
| | (P) CURB FLOW LINE |
| | (P) GUTTER |
| | (E) WATER MAIN |
| | (E) WATER SERVICE |
| | (P) WATER SERVICE |
| | (E) SEWER MAIN |
| | (E) SEWER SERVICE |
| | (P) SEWER SERVICE |
| | (P) BURIED GAS |
| | (P) BURIED TELECOM |
| | (P) BURIED POWER |
| | (P) MAIN DISCONNECT |
| | (P) 3 ϕ TRANSFORMER |
| | (P) SPOT ELEVATIONS |
| | (P) SLOPE DIRECTION |
| | AVERAGE SLOPE BETWEEN POINTS |
| | (P) LIMITS OF DISTURBANCE |
| | (E) CENTERLINE |
| | (P) CENTERLINE |
| | (P) BRICK PAVERS |
| | (E) BRICK PAVERS |
| | (P) LANDSCAPING |
| | (E) LANDSCAPING |
| | (E) CONCRETE |
| | (P) CONCRETE |



GLENWOOD & SIMPSON MIXED USE BUILDINGS

ARTS DISTRICT DEVELOPMENT, LLC

175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2

SECOND WORT ADDITION, JACKSON WY, 83001

SITE PLAN

C2.1

DATE	DRAWING SET TITLE	CONST. DOC (REV. 6)	CONST. DOC (REV. 7)	CONST. DOC (REV. 8)	CONST. DOC (REV. 9)
10/30/2020		CONST. DOC (REV. 6)	CONST. DOC (REV. 7)	CONST. DOC (REV. 8)	CONST. DOC (REV. 9)
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08/27/2021		CONST. DOC (REV. 6)	CONST. DOC (REV. 7)	CONST. DOC (REV. 8)	CONST. DOC (REV. 9)

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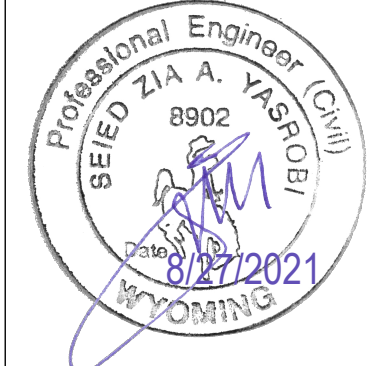
JOB #: 17429

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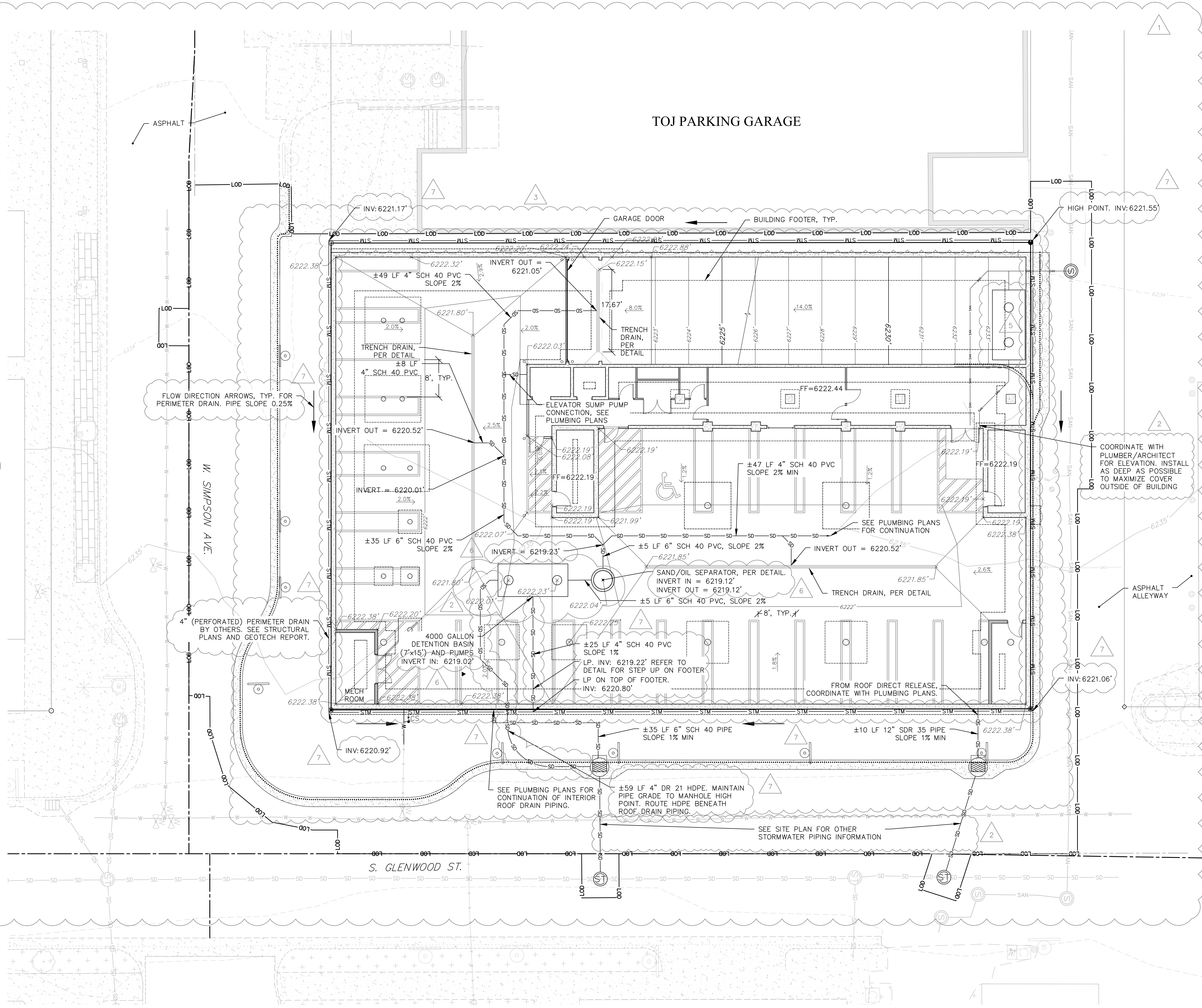
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NOTES:
USE WYE FITTINGS FOR STORMWATER PIPE CONNECTIONS,
AND LIMIT ALL ELBOWS TO 45° BENDS.

LEGEND

(E) - EXISTING (P) - PROPOSED

	(E) MAJOR CONTOUR
	(E) MINOR CONTOUR
	(P) MAJOR CONTOUR
	(P) MINOR CONTOUR
	(E) STRUCTURE
	PROPERTY BOUNDARY
	(P) EDGE OF ASPHALT
	(E) EDGE OF CONCRETE
	(P) EDGE OF CONCRETE
	(P) TOP BACK OF CURB
	(E) CURB FLOW LINE
	(P) CURB FLOW LINE
	(P) GUTTER
	(E) WATER MAIN
	(E) WATER SERVICE
	(P) WATER SERVICE
	(E) SEWER MAIN
	(E) SEWER SERVICE
	(P) SEWER SERVICE
	(P) BURIED GAS
	(P) BURIED TELECOM
	(P) BURIED POWER
	(P) LIMITS OF DISTURBANCE
	(E) CENTERLINE
	(P) CENTERLINE
	(P) SLOPE DIRECTION
	(P) SPOT ELEVATIONS
	(P) BRICK PAVERS
	(E) BRICK PAVERS
	(P) LANDSCAPING
	(E) LANDSCAPING
	(E) CONCRETE
	(P) CONCRETE



GLENWOOD & SIMPSON MIXED USE BUILDINGS

ARTS DISTRICT DEVELOPMENT, LLC

175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2

SECOND WORT ADDITION, JACKSON WY, 83001

BASEMENT PLAN

C2.2

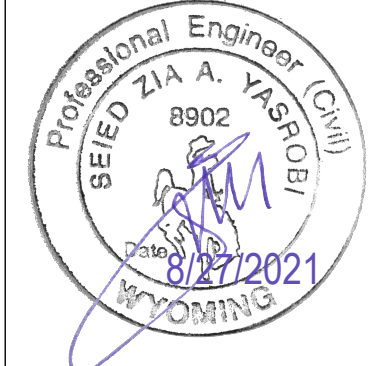
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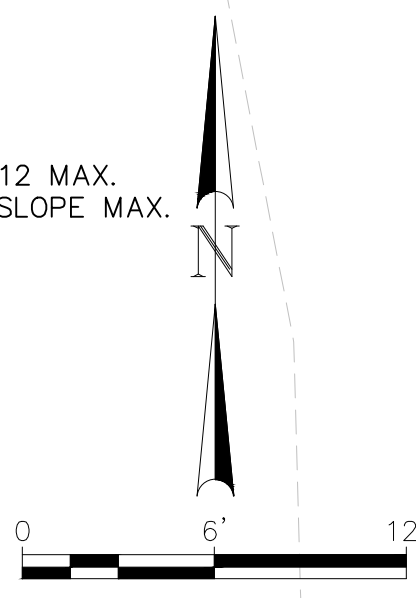
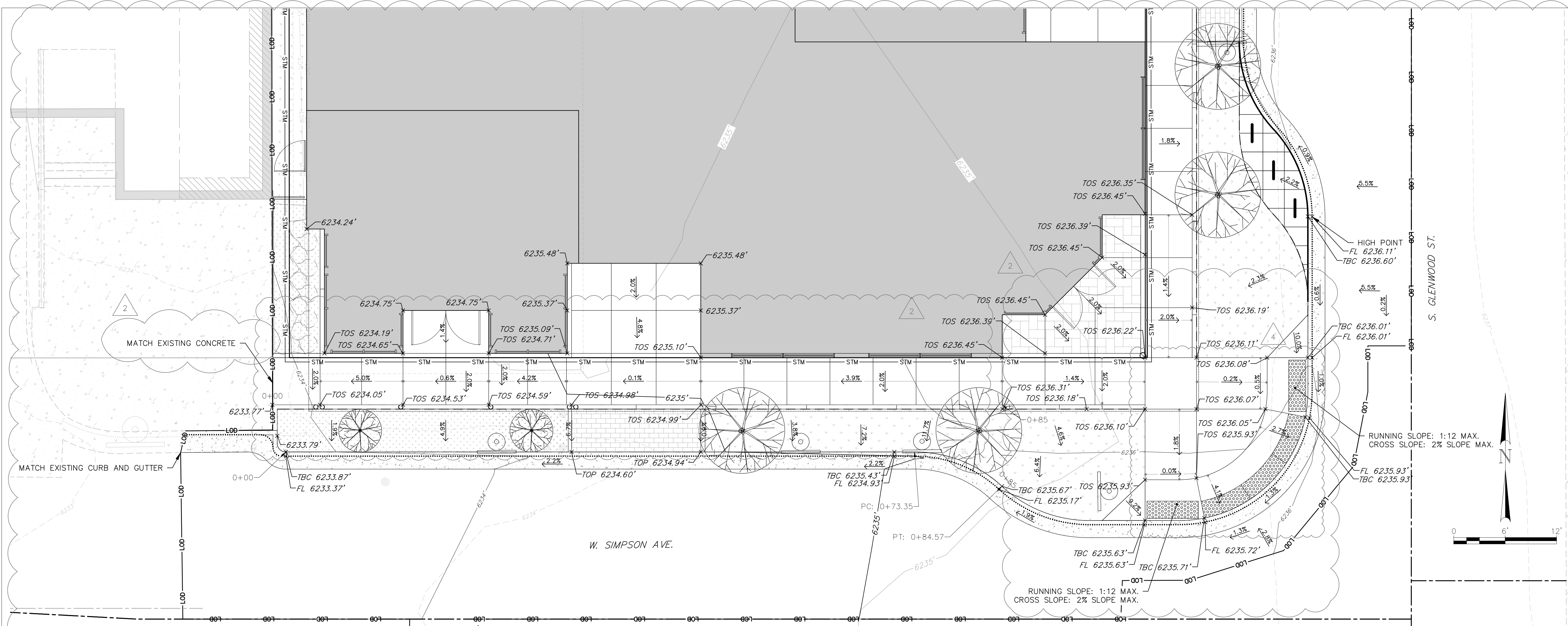


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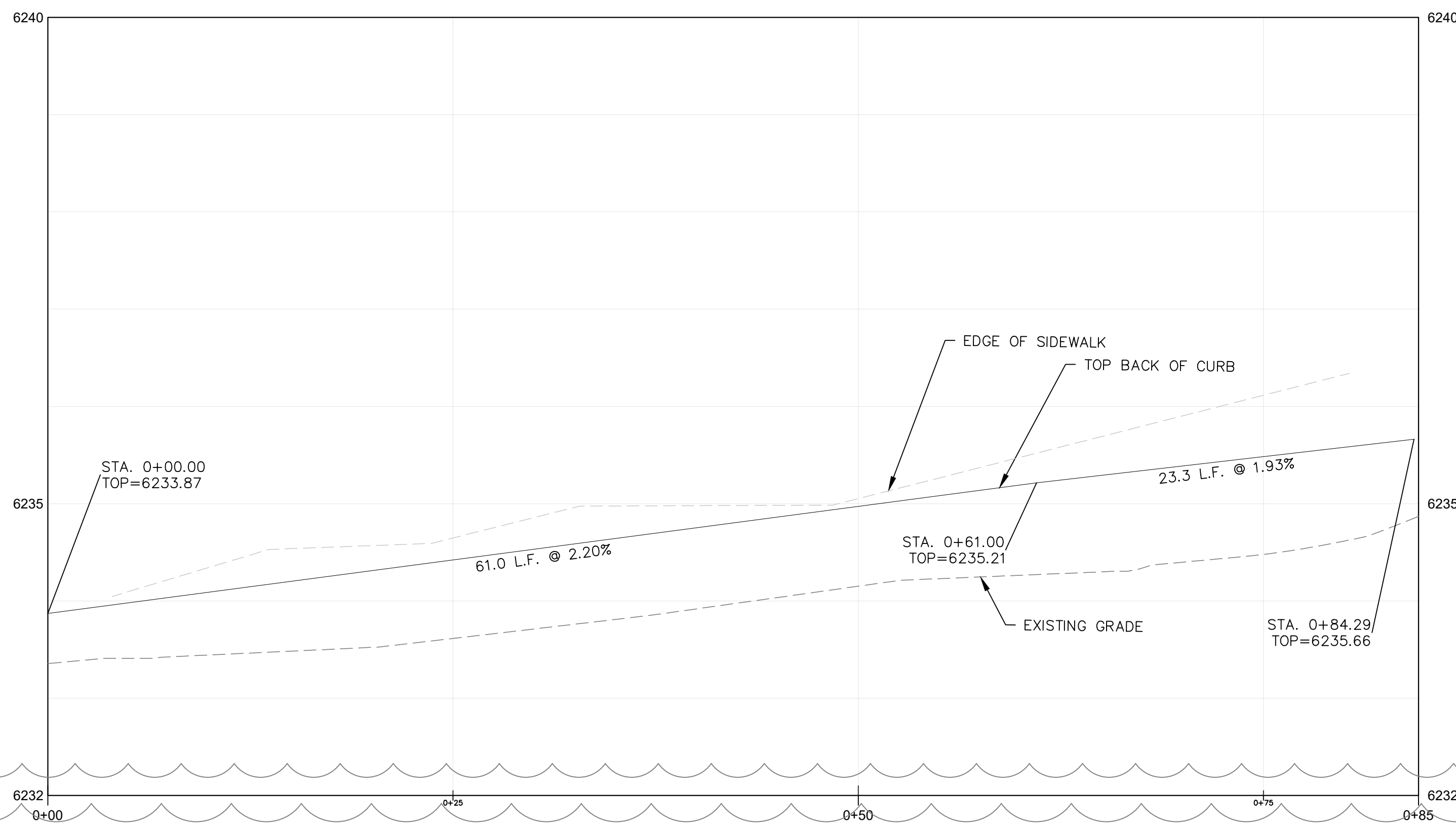
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TBC-SIMPSON PROFILE
24x36 SHEET SCALE: HORIZ. 1" = 6' VERT. 1" = 1'
START STA: 0+00.00, END STA: 0+84.57



LEGEND

(E) - EXISTING (P) - PROPOSED

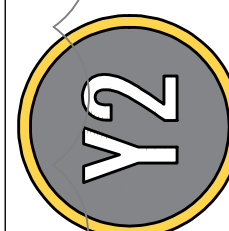
- (E) MAJOR CONTOUR
- (E) MINOR CONTOUR
- (P) MAJOR CONTOUR
- (P) MINOR CONTOUR
- (E) STRUCTURE
- PROPERTY BOUNDARY
- (P) EDGE OF ASPHALT
- (E) EDGE OF CONCRETE
- (P) EDGE OF CONCRETE
- (P) TOP BACK OF CURB
- (E) CURB FLOW LINE
- (P) CURB FLOW LINE
- LIMITS OF DISTURBANCE
- (E) SEWER MAIN
- (E) SEWER SERVICE
- (P) SEWER SERVICE
- (P) BRICK PAVERS
- (E) BRICK PAVERS
- (P) LANDSCAPING
- (E) LANDSCAPING
- (E) CONCRETE
- (P) CONCRETE
- SLOPE DIRECTION
- AVERAGE SLOPE BETWEEN POINTS

SPOT ELEVATION LABELS

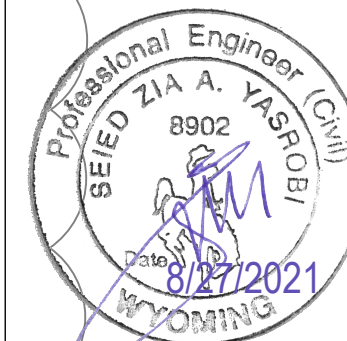
- TBC 95.0' - TOP BACK OF CURB
- TOP 95.0' - TOP OF PAVERS
- TOS 95.0' - TOP OF SLAB
- FL 95.0' - FLOWLINE

DATE	DRAWING SET TITLE
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11/23/2020	CONST. DOC (REV. 7)
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08/27/2021	CONST. DOC (REV. 9)
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GLENWOOD & SIMPSON MIXED USE BUILDINGS

ARTS DISTRICT DEVELOPMENT, LLC

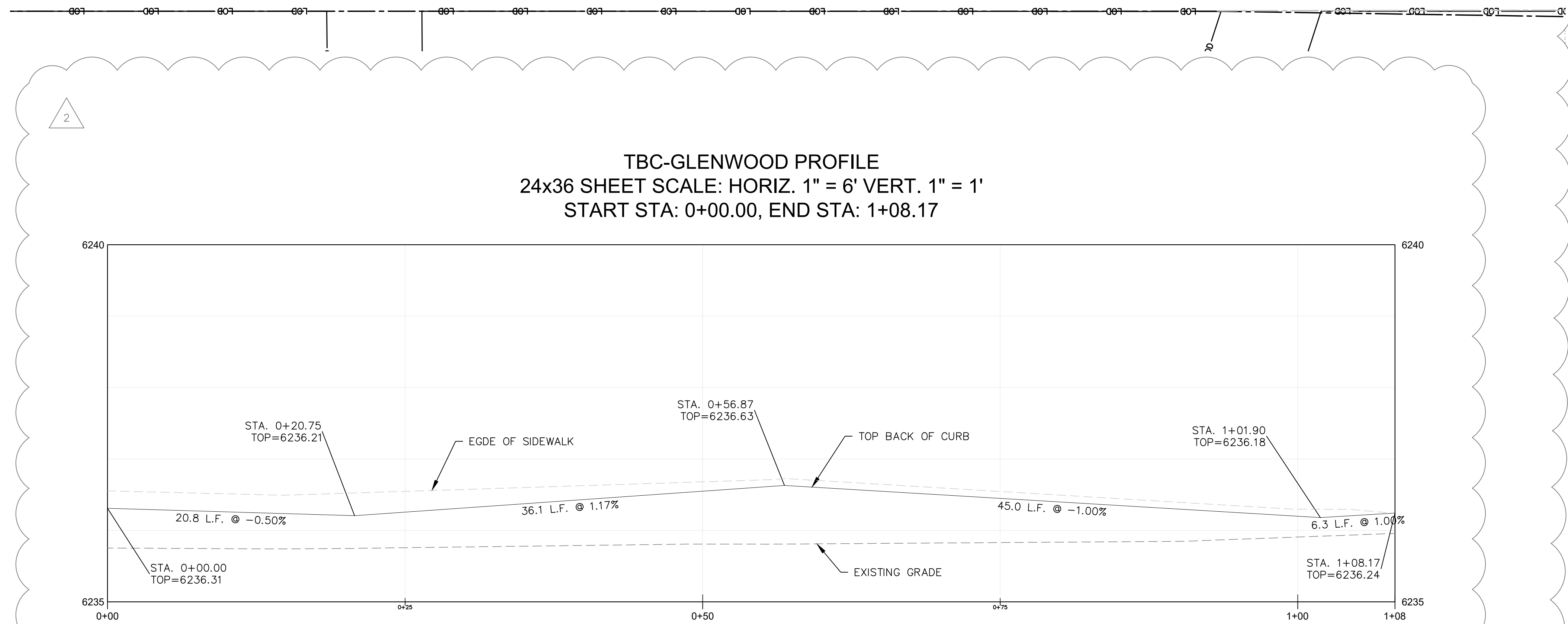
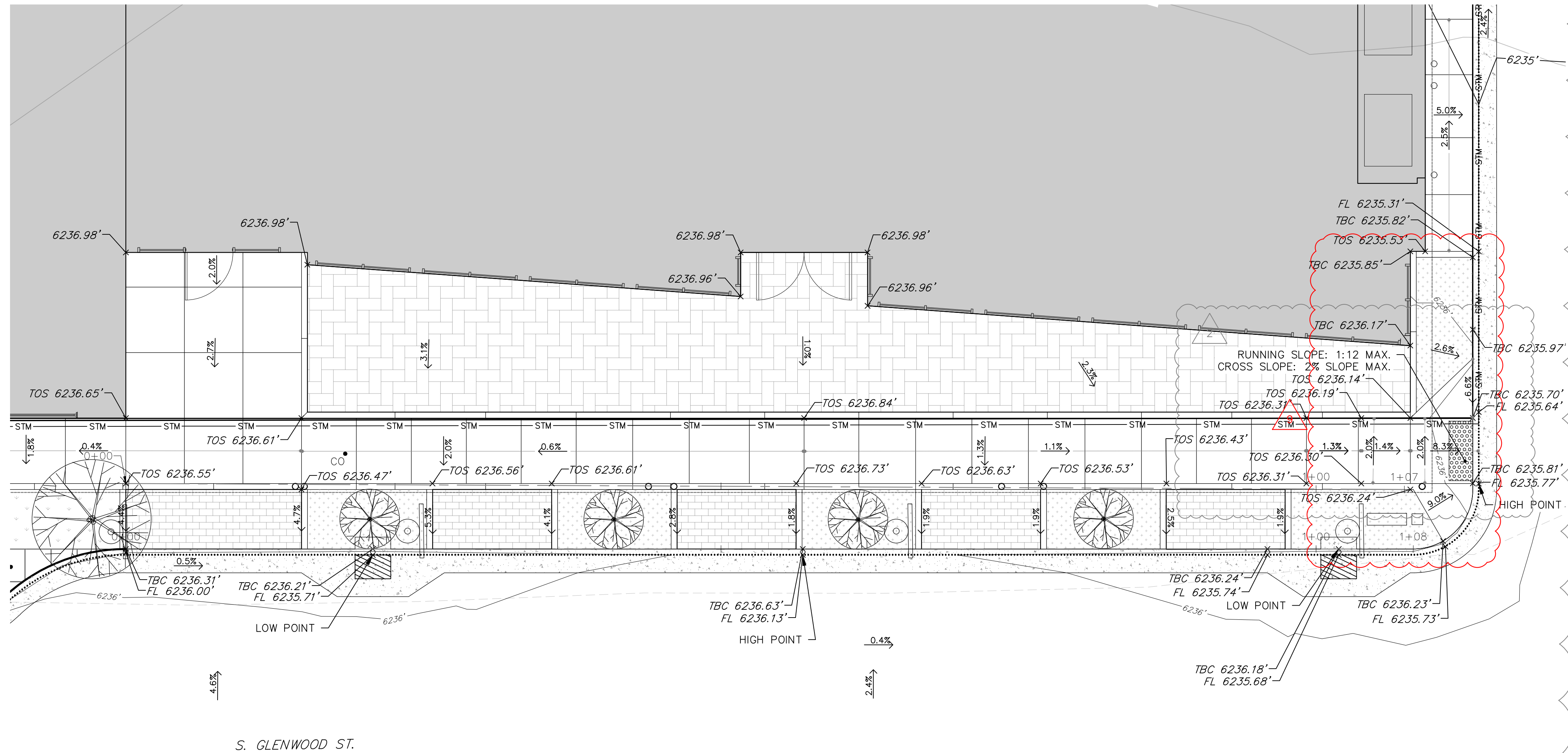
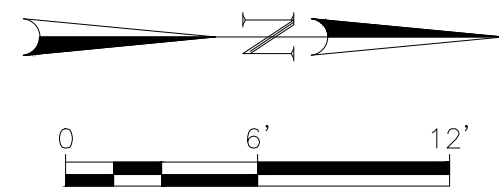
175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2
SECOND WORT ADDITION, JACKSON WY, 83001

GRADING PLAN
SIMPSON

C2.3

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- LEGEND**
(E) - EXISTING (P) - PROPOSED
- | | |
|------------------------------|------------------------------|
| | (E) MAJOR CONTOUR |
| | (E) MINOR CONTOUR |
| | (P) MAJOR CONTOUR |
| | (P) MINOR CONTOUR |
| | (E) STRUCTURE |
| | PROPERTY BOUNDARY |
| | (P) EDGE OF ASPHALT |
| | (E) EDGE OF CONCRETE |
| | (P) EDGE OF CONCRETE |
| | (P) TOP BACK OF CURB |
| | (E) CURB FLOW LINE |
| | (P) CURB FLOW LINE |
| | LIMITS OF DISTURBANCE |
| | (E) SEWER MAIN |
| | (E) SEWER SERVICE |
| | (P) SEWER SERVICE |
| | (P) BRICK PAVERS |
| | (E) BRICK PAVERS |
| | (P) LANDSCAPING |
| | (E) LANDSCAPING |
| | (E) CONCRETE |
| | (P) CONCRETE |
| | SLOPE DIRECTION |
| | AVERAGE SLOPE BETWEEN POINTS |
| SPOT ELEVATION LABELS | |
| | TBC 95.0' TOP BACK OF CURB |
| | TOS 95.0' TOP OF PAVERS |
| | TOS 95.0' TOP OF SLAB |
| | FL 95.0' FLOWLINE |



DATE	DRAWING SET TITLE
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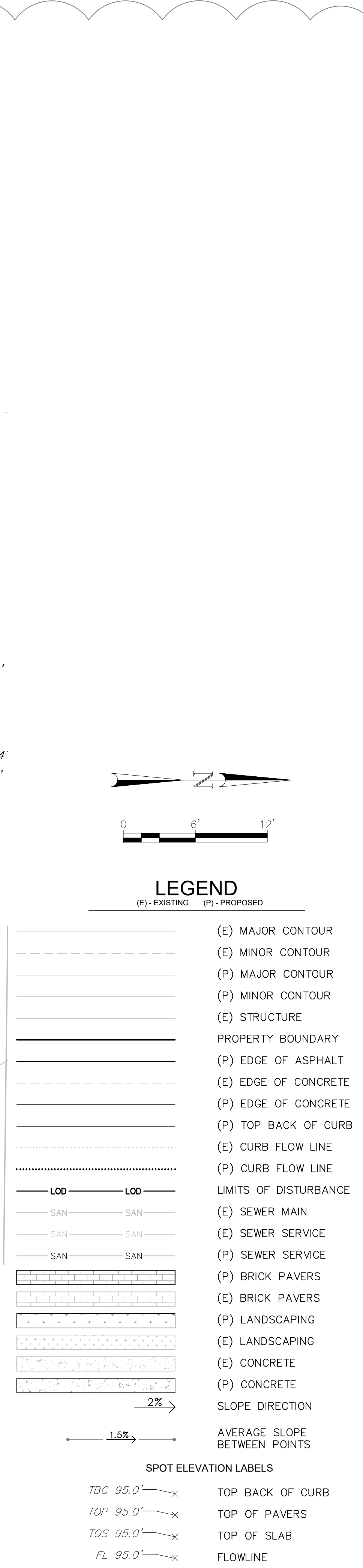
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GLENWOOD & SIMPSON MIXED USE BUILDINGS
ARTS DISTRICT DEVELOPMENT, LLC
175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2
SECOND WORT ADDITION, JACKSON WY, 83001

GRADING PLAN
GLENWOOD

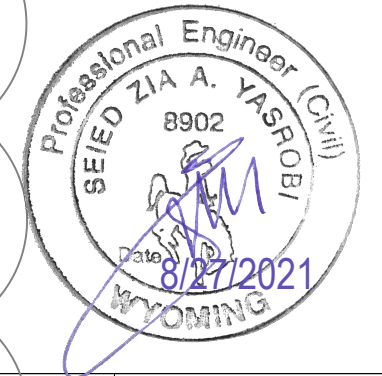
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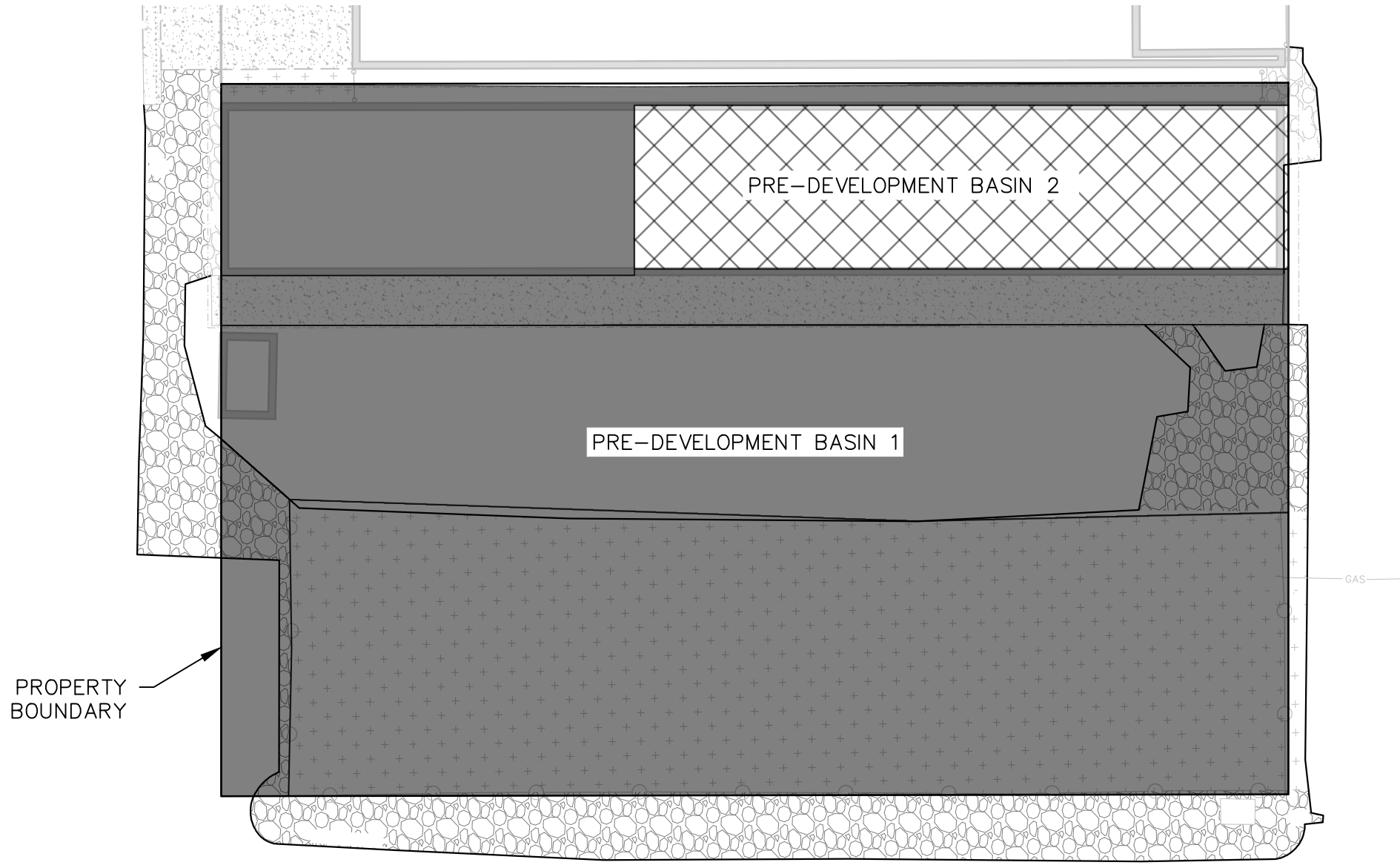
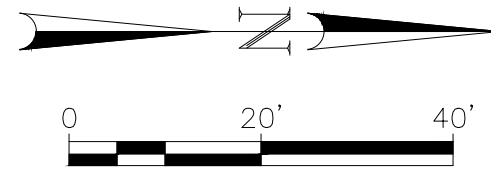


GLENWOOD & SIMPSON MIXED USE BUILDINGS
ARTS DISTRICT DEVELOPMENT, LLC
1775 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2
SECOND WORT ADDITION, JACKSON WY, 83001

GRADING PLAN RAMP

C2.5

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PRE-DEVELOPMENT DRAINAGE AREAS

STORMWATER CALCULATIONS

STORMWATER DEFINITIONS, ASSUMPTIONS, AND COEFFICIENTS

STORMWATER FLOWS CALCULATED USING RATIONAL METHOD
STORMWATER STORAGE VOLUMES CALCULATED USING MODIFIED RATIONAL METHOD

C_f = RUNOFF COEFFICIENT ADJUSTMENT FACTOR = 1.25
 C = COMPOSITE RUNOFF COEFFICIENT
 T_c = TIME OF CONCENTRATION (MIN)
 T_d = DURATION (MIN)
 A = AREA OF LOT (ACRES)
 Q_{100} = FLOW RATE OF THE 100 YEAR STORM FOR TETON COUNTY
 Q = FLOW RATE OF POST-DEVELOPMENT SITE CONDITIONS FOR 100 YEAR STORM
 Q_{PRE} = FLOW RATE OF PRE-DEVELOPMENT SITE CONDITIONS FOR 100 YEAR STORM
 I = INTENSITY (INCHES/HOUR)
 V = VOLUME (CUBIC FEET)

Q_{100} (CUBIC FEET/SECOND) = $C_f \times CIA$

WHERE $T_d < T_c$, $Q_{100} = Q \times (T_d/T_c)$

WHERE $T_d > T_c$, $Q_{100} = Q$

Q_{PRE} (CUBIC FEET/SECOND)

WHERE $Q_{100} < Q_{PRE}$, $V = 0$

WHERE $Q_{100} > Q_{PRE}$, $V = (Q_{100} - Q_{PRE}) \times (T_d - (Q_{PRE}/Q) \times T_c) \times 60(\text{SEC}/\text{MIN})$

PRE-DEVELOPMENT: BASIN 1
BASIN SIZE: 0.295 ACRES
LENGTH OF TRAVEL: 140 LF
SLOPE: 1%

HARDSCAPE AREA: 0.167 ACRES $C = 0.9$
LANDSCAPE AREA: 0.128 ACRES $C = 0.17$
COMPOSITE C: 0.584

$T_c = 34.91$ MINUTES - USE 40 MINUTES

PER TETON COUNTY/TOJ LDRs, 100 YEAR STORM INTENSITY
FOR 40 MINUTE DURATION = 1.08 INCH/HOUR

DRAINAGE BASIN 1:

AREA = 0.295 ACRES
 $Q_r = CIA = 0.233$ CFS

PRE-DEVELOPMENT: BASIN 2
BASIN SIZE: 0.049 ACRES
LENGTH OF TRAVEL: 25 LF
SLOPE: 1%

HARDSCAPE AREA: 0.049 ACRES $C = 0.9$
COMPOSITE C: 0.9

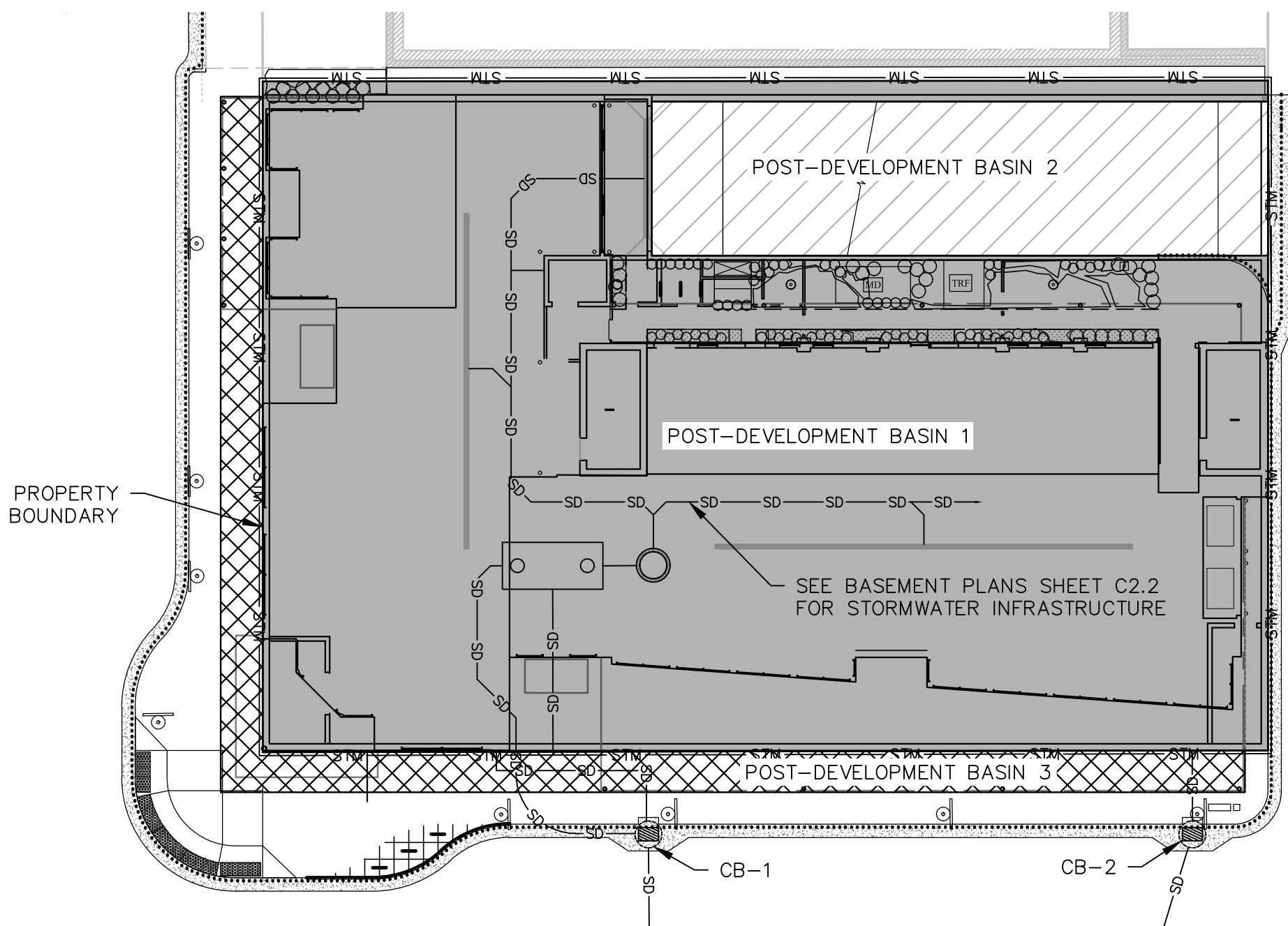
$T_{OSF} = 1.91$ MINUTES - USE 5 MINUTES

PER TETON COUNTY/TOJ LDRs, 100 YEAR STORM INTENSITY
FOR 5 MINUTE DURATION = 3.0 INCH/HOUR

DRAINAGE BASIN 2:

AREA = 0.049 ACRES
 $Q_r = CIA = 0.164$ CFS

CUMULATIVE $Q_r = 0.233 + 0.164 = 0.397$ CFS



POST-DEVELOPMENT DRAINAGE AREAS

POST-DEVELOPMENT - BASIN 1: (ROOF AREA)

BASIN SIZE: 0.295 ACRES
LENGTH OF TRAVEL: 50 LF
SLOPE: 5%

AREA TYPES:	AREA (ACRES)	C VALUE
PAVEMENT & ROOFS	0.295	0.9

C_f = 1.25
COMPOSITE C = 0.9
 T_c = 1.64
 T_d = 5.00

PER TOJ LDRs 100 YEAR STORM INTENSITY FOR 5 MINUTE STORM
 I = INTENSITY (INCHES/HOUR) = 3.0

Q_{100} (CUBIC FEET/SECOND) = $C_f \times CIA = 0.999$ CFS

POST-DEVELOPMENT - *BASIN 3: (ADDITIONAL ROOF AREA OUTSIDE OF PROPERTY BOUNDARY TO BE DIRECTLY RELEASED)

BASIN SIZE: 0.032 ACRES
LENGTH OF TRAVEL: 50 LF
SLOPE: 5%

AREA TYPES:	AREA (ACRES)	C VALUE
PAVEMENT & ROOFS	0.032	0.9

C_f = 1.25
COMPOSITE C = 0.9
 T_c = 1.19
 T_d = 5.00

PER TOJ LDRs 100 YEAR STORM INTENSITY FOR 5 MINUTE STORM
 I = INTENSITY (INCHES/HOUR) = 3.0

Q_{100} (CUBIC FEET/SECOND) = $C_f \times CIA = 0.120$ CFS

*BASIN 3 AREA LOCATED OUTSIDE OF PROPERTY BOUNDARY. BASIN 3 IS SPLIT
INTO DIRECT AND CONTROLLED RELEASE AREAS, AS INDICATED IN FIGURE.
CONTROLLED RELEASE FLOWS ORIGINATING FROM BASIN 3 ARE ADDITIONAL TO Q_R .

POST-DEVELOPMENT - BASIN 2: (BASEMENT PARKING RAMP)

BASIN SIZE: 0.049 ACRES
LENGTH OF TRAVEL: 95 LF
SLOPE: 12%

AREA TYPES:	AREA (ACRES)	C VALUE
PAVEMENT & ROOFS	0.049	0.9

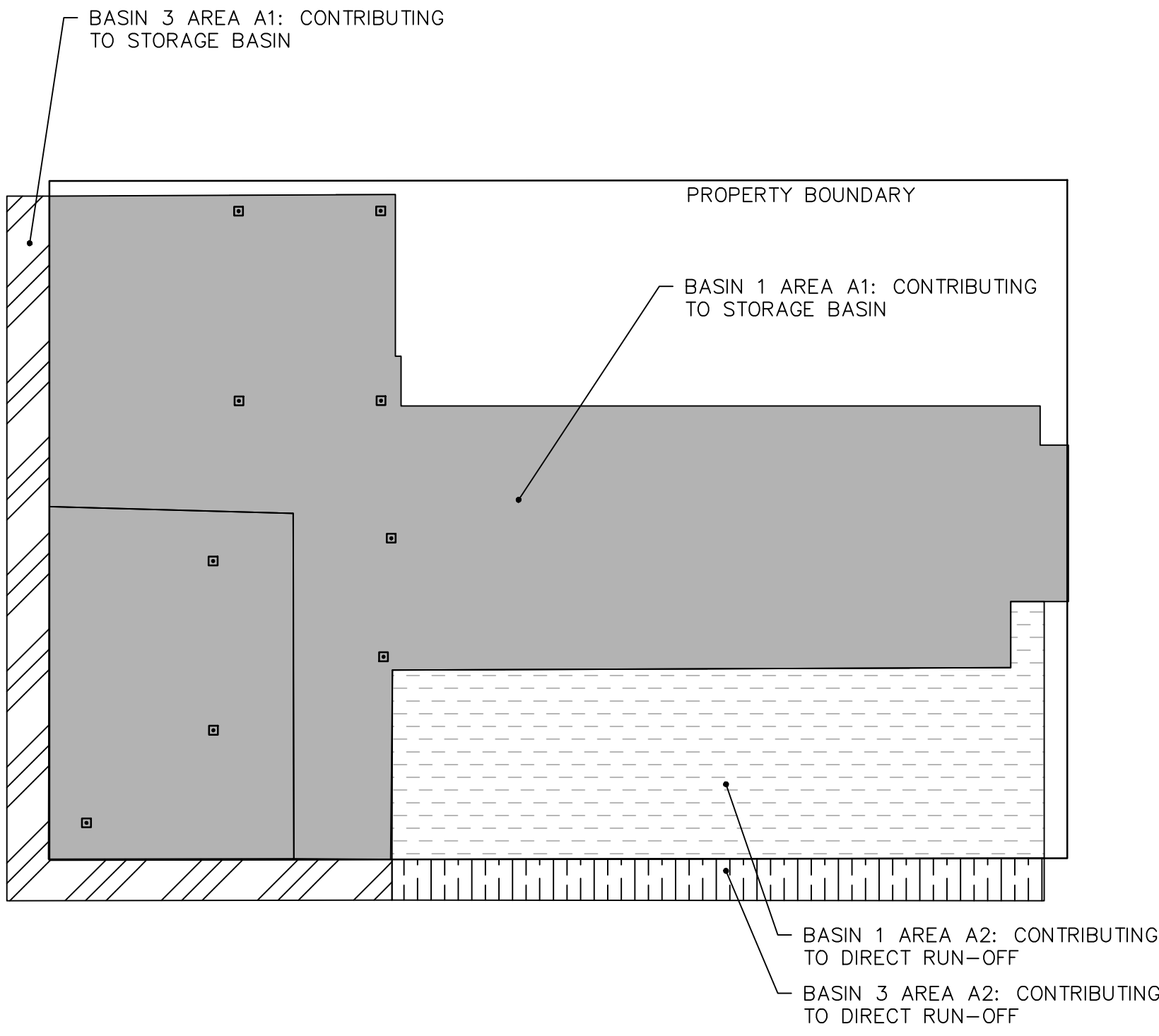
C_f = 1.25
COMPOSITE C = 0.9
 T_c = 1.34
 T_d = 5.00

PER TOJ LDRs 100 YEAR STORM INTENSITY FOR 5 MINUTE STORM
 I = INTENSITY (INCHES/HOUR) = 3.0

Q_{100} (CUBIC FEET/SECOND) = $C_f \times CIA = 0.164$ CFS

NOTES:

- ROOF DRAINS WITHIN AREA A2 SHALL BE COLLECTED AND PIPED DIRECTLY TO CB2.
- ALL REMAINING ROOF DRAINS (AREA A1) SHALL BE PIPED TO THE BASEMENT STORMWATER COLLECTION BASIN FOR CONTROLLED RELEASE TO CB1 AND THE TOJ STORMWATER COLLECTION SYSTEM.
- SEE BASEMENT PLANS SHEET C2.2 FOR ADDITIONAL DETAILS.



ROOF DRAINAGE AREAS

DRAINAGE ANALYSIS

BASIN 1 (ROOF AREA) STORMWATER RUNOFF SHALL BE SPLIT INTO TWO DRAINAGE AREAS AS SHOWN ABOVE. THESE AREAS WILL DIVERT RUNOFF FLOW AS DETAILED BELOW:

AREA 1 FLOW TO BE INTERNALLY PIPED TO CONTROLLED RELEASE STORAGE BASIN IN BASEMENT

AREA 2 FLOW TO BE INTERNALLY PIPED AND DIRECTLY RELEASE TO TOJ STORM SEWER

AREAS CONTRIBUTING TO CONTROLLED RELEASE STORAGE BASIN	AREA (AC)	Q_{100}
BASIN 1 AREA 1 (ROOF DRAINS)	0.233	0.786 CFS
BASIN 2 (PARKING RAMP)	0.049	0.164 CFS
BASIN 3 AREA 1 (ROOF DRAINS)	0.022	0.083 CFS
TOTAL		1.033 CFS

AREAS CONTRIBUTING TO DIRECT RELEASE	AREA (AC)	Q_{100}
BASIN 1 AREA 2 (ROOF DRAINS)	0.077	0.212
BASIN 3 AREA 2 (ROOF DRAINS)	0.013	0.037
TOTAL		0.249 CFS

$Q_r \text{ TOT} = Q_r + \text{BASIN 3 } Q = 0.397 + 0.120 = 0.517$ CFS

$Q_r \text{ TOT} - \text{DIRECT RELEASE} = \text{CONTROLLED RELEASE FLOW RATE } (Q_{CR}) = 0.260$ CFS MAX

$Q_{100} \text{ TOT} > Q_{CR}$, $V = (Q_{100} \text{ TOT} - Q_{CR}) \times (T_d - (Q_{CR}/Q) \times T_c) \times 60(\text{SEC}/\text{MIN})$

VOLUME DATA PER THE CALCULATIONS FOUND IN TABLE BELOW:

T_d (DURATION, MINS)	I (INTENSITY, INCHES/HOUR)	Q (FLOW RATE POST DEV., CFS)	MAX Q (CFS)	V (VOLUME, CF)
5.00	3.00	1.03	1.03	210.70
10.00	2.33	0.80	0.80	305.00
15.00	1.90	0.65	0.65	335.70
20.00	1.65	0.56	0.56	351.80
25.00	1.30	0.44	0.44	322.40
30.00	1.08	0.37	0.37	256.00

MAX STORAGE VOLUME = 351.80 CF = 2,632.46 GAL

PROPOSED 4,000 GAL. STORAGE TANK WITH 2,827 GAL ACTIVE VOLUME

GLENWOOD & SIMPSON MIXED USE BUILDINGS

ARTS DISTRICT DEVELOPMENT, LLC

175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2

SECOND WORT ADDITION, JACKSON WY, 83001

STORMWATER PLAN

C2.6

DATE	DRAWING SET TITLE
10/30/2020	CONST. DOC (REV. 6)
11/23/2020	CONST. DOC (REV. 7)
05/05/2021	CONST. DOC (REV. 8)
08/27/2021	CONST. DOC (REV. 9)

DRAWN BY: JG & PE

CHECKED BY: VR

JOB #: 17429

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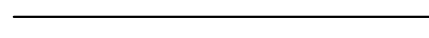
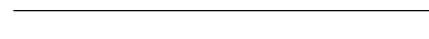
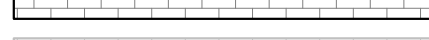
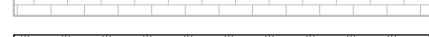
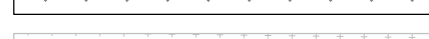
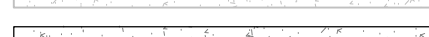
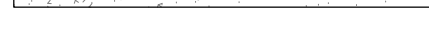


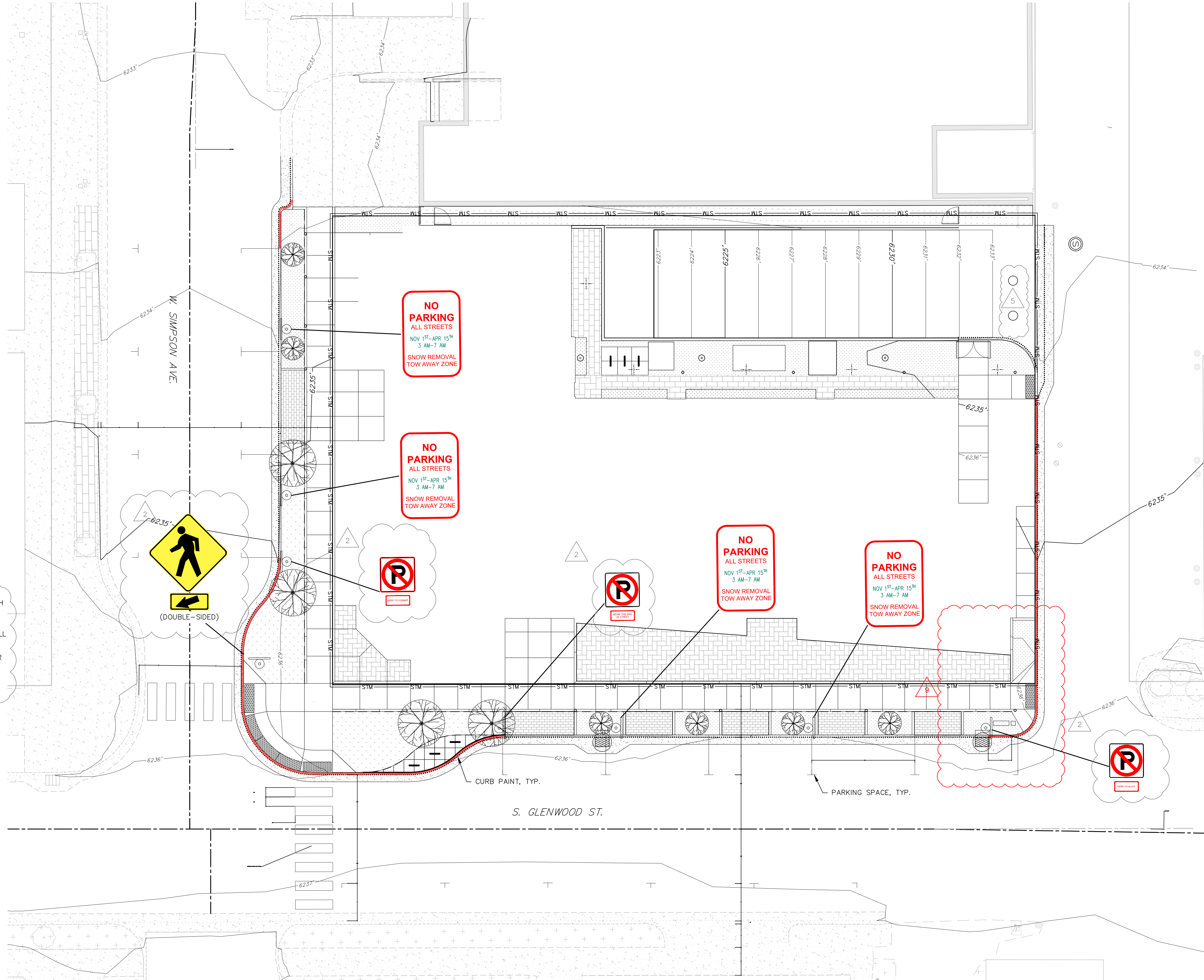
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- SIGNAGE NOTES:**
1. ALL SIGNS SHALL BE PURCHASED FROM THE TOJ OR THROUGH THEIR SUPPLIER WITH APPROVED SUBMITTAL.
 2. ALL SIGNAGE WORDING AND CONTENT SHALL BE COORDINATED WITH TOJ PUBLIC WORKS.
 3. FINAL LOCATION FOR ALL SIGNAGE AND CURB MARKINGS SHALL BE COORDINATED WITH TOJ PUBLIC WORKS PRIOR TO INSTALLATION.
 4. FINAL SIGN LOCATION SHALL NOT BE OBSCURED BY TREES OR OTHER LANDSCAPING.
 5. PARKING SPACE STRIPING ON STREETS ARE SHOWN FOR REFERENCE, THESE SPACES SHALL NOT BE STRIPED.

LEGEND

(E) - EXISTING (P) - PROPOSED

- | | |
|---|----------------------|
|  | (E) MAJOR CONTOUR |
|  | (E) MINOR CONTOUR |
|  | (E) STRUCTURE |
|  | PROPERTY BOUNDARY |
|  | (P) EDGE OF ASPHALT |
|  | (E) EDGE OF CONCRETE |
|  | (P) EDGE OF CONCRETE |
|  | (P) TOP BACK OF CURB |
|  | (E) CURB FLOW LINE |
|  | (P) CURB FLOW LINE |
|  | (E) CENTERLINE |
|  | (P) STRIPING |
|  | (P) BRICK PAVERS |
|  | (E) BRICK PAVERS |
|  | (P) LANDSCAPING |
|  | (E) LANDSCAPING |
|  | (E) CONCRETE |
|  | (P) CONCRETE |



GLENWOOD & SIMPSON MIXED USE BUILDINGS

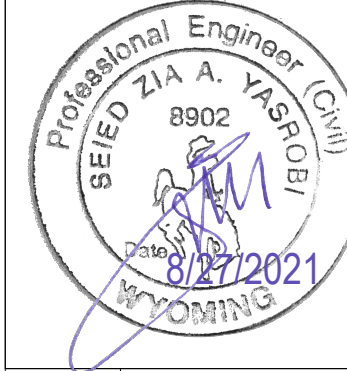
ARTS DISTRICT DEVELOPMENT, LLC

175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2

SECOND WORT ADDITION, JACKSON WY, 83001

STRIPING AND
SIGNAGE PLAN

C2.7



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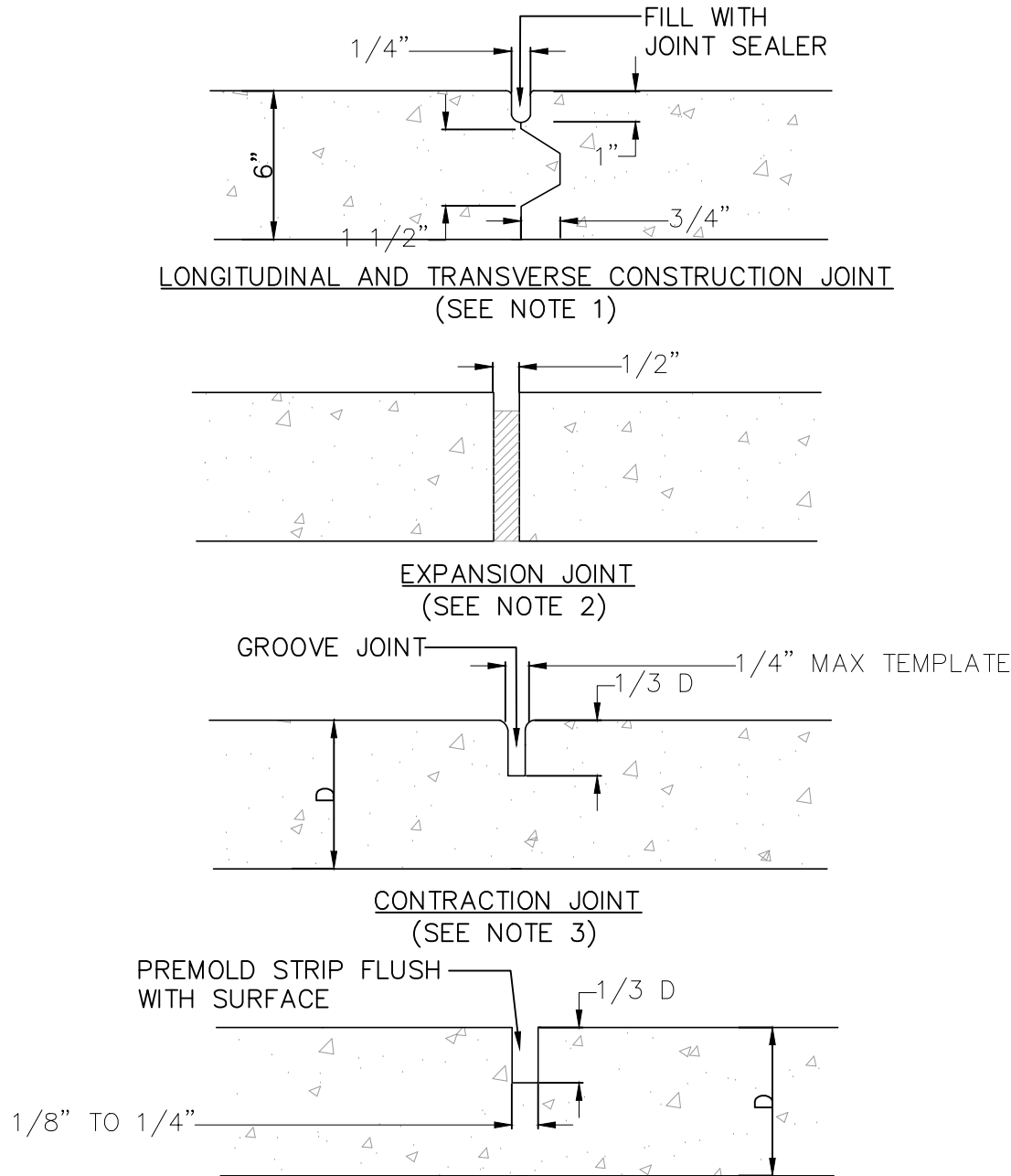
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11/23/2020	CONST. DOC (REV. 7)
05/05/2021	CONST. DOC (REV. 8)
08/27/2021	CONST. DOC (REV. 9)
DRAWN BY: JG & PE	
CHECKED BY: VR	
JOB #: 17429	

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PAVING & CONCRETE JOINT DETAILS

ST-123 DATE: 12/6/12
SCALE: NTS

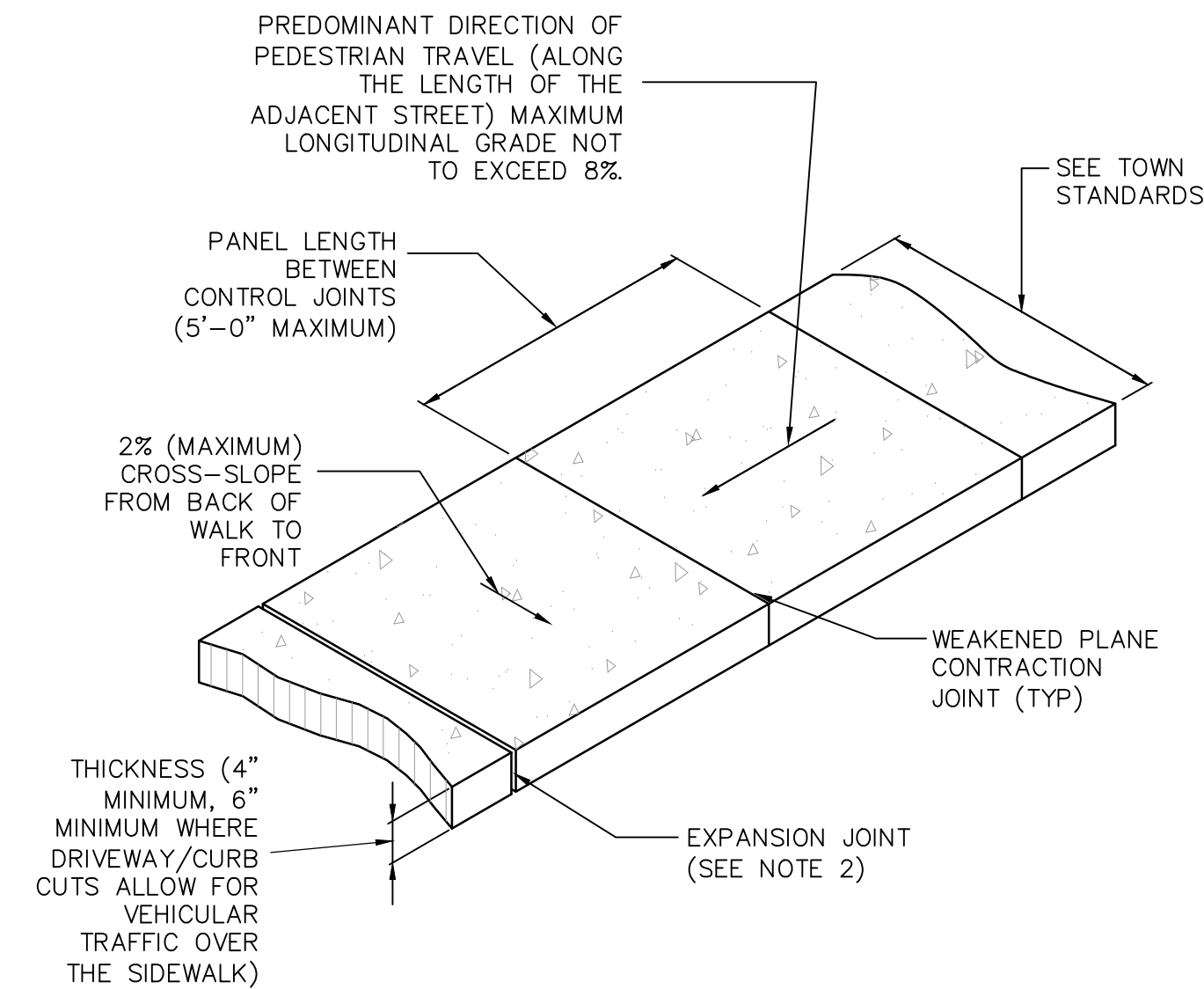


- NOTES:**
1. KEYWAY FORMED BY FASTENING METAL KEY TO FORM.
 2. 1/2" PREMOLDED NON-EXTRUDING EXPANSION JOINT MATERIAL TO MEET AASHTO M-59. EXPANSION MATERIAL SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURES SUCH AS INLETS AND DRIVEWAYS, AND EVERY 300' ON LONG STRAIGHT CONCRETE STRETCHES.
 3. FORM WITH TEMPLATE OR SAWCUT JOINTS. IF SAWCUT JOINTS ARE USED, THEY SHALL BEGIN AS SOON AS CONCRETE IS HARDENED SUFFICIENTLY TO PERMIT SAWING WITHOUT EXCESSIVE RAVELING AND BEFORE UNCONTROLLED CRACKING OCCURS. MINIMUM DISTANCE BETWEEN JOINTS IS 5'.
 4. JOINT LAYOUT FOR CONCRETE STREETS IS TO BE SUBMITTED TO THE TOWN ENGINEER FOR APPROVAL.



CONCRETE SIDEWLAK

ST-127 DATE: 12/4/12
SCALE: NTS



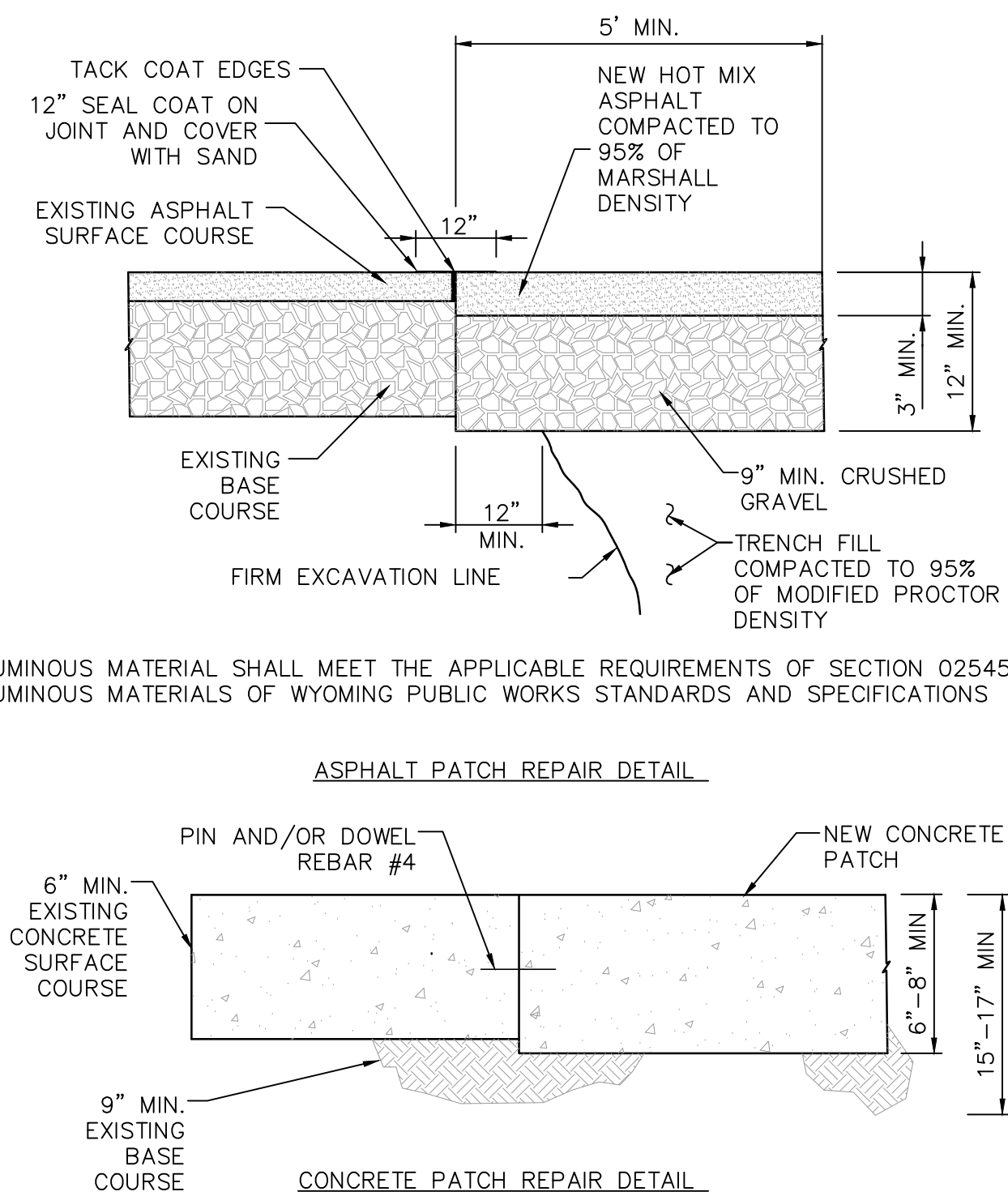
- NOTES:**
1. SIDEWALK SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS. SIDEWALKS SHALL CONFORM TO WPWSS SECTION 02776, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPWSS SECTION 03304, PART 2.07.
 2. EXPANSION JOINTS SHALL BE PLACED IN SIDEWALK AT THE SAME LOCATIONS AS THOSE IN CURB AND GUTTER WHEN SIDEWALK IS ADJACENT TO CURB. (PER WPWSS SECTION 03251, PART 3.04 SPACING SHALL NOT EXCEED 32'-0" ON CENTER.)
 3. FOR SIDEWALKS GREATER THAN SIX FEET IN WIDTH, A LONGITUDINAL CONTROL JOINT SHALL BE INSTALLED AT THE CENTER OF THE WALK.
 4. REMOVAL AND REPLACEMENT OF SIDEWALK SHALL TAKE PLACE IN FULL PANELS.
 5. AGGREGATE BASE COURSE SHALL BE FOUR INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.

NOTE: SEE ADDITIONAL SIDEWALK DETAIL ILLUSTRATING CONCRETE EDGE STRIP.



ASPHALT & CONCRETE PATCH REPAIR CROSS SECTIONS

ST-118 DATE: 12/4/12
SCALE: NTS

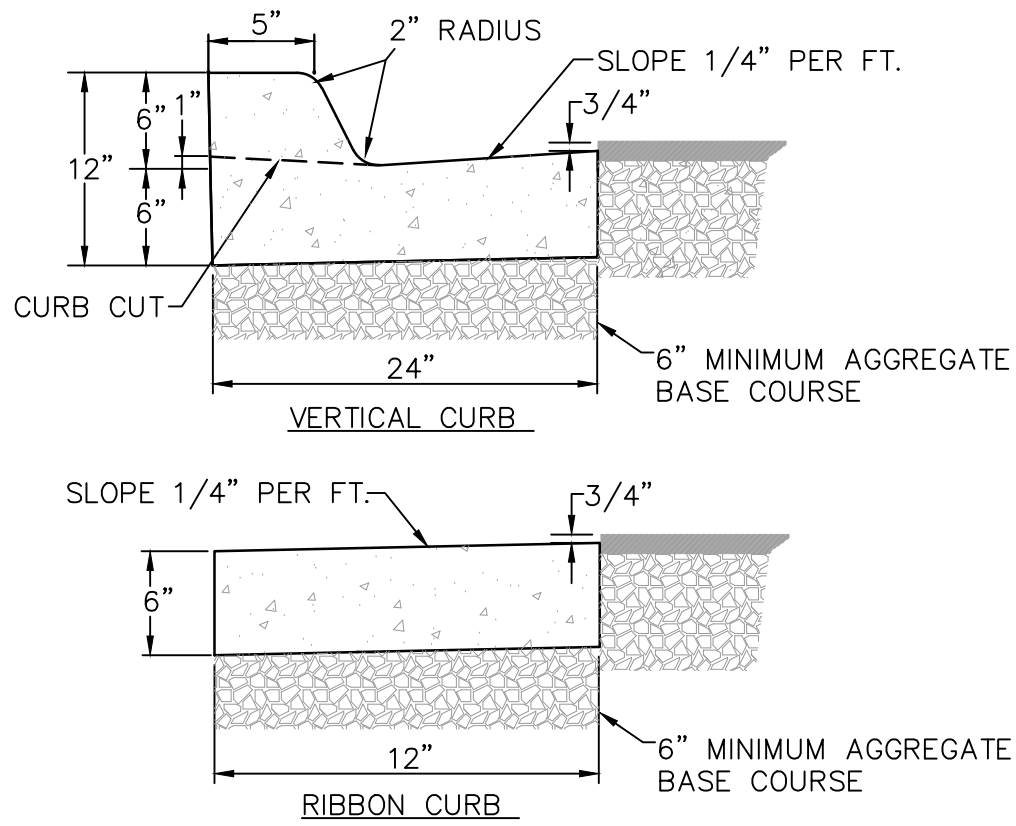


- NOTES:**
1. REPLACEMENT ASPHALT THICKNESS SHALL BE 1" GREATER THAN EXISTING AND NO LESS THAN 3" MINIMUM.
 2. ASPHALT SHALL BE PLACED IN TWO (2) LIFTS, EACH NO LESS THAN 1 1/2" IN THICKNESS, AND COMPACTED TO 95% OF MARSHALL DENSITY.
 3. PORTLAND CEMENT CONCRETE PAVEMENT SHALL MEET APPLICABLE REQUIREMENTS OF SECTION 02520, 02776 AND 03304 AS DIRECTED BY TOWN PUBLIC WORKS DEPARTMENT.



CURB SECTIONS

ST-110 DATE: 12/4/12
SCALE: NTS

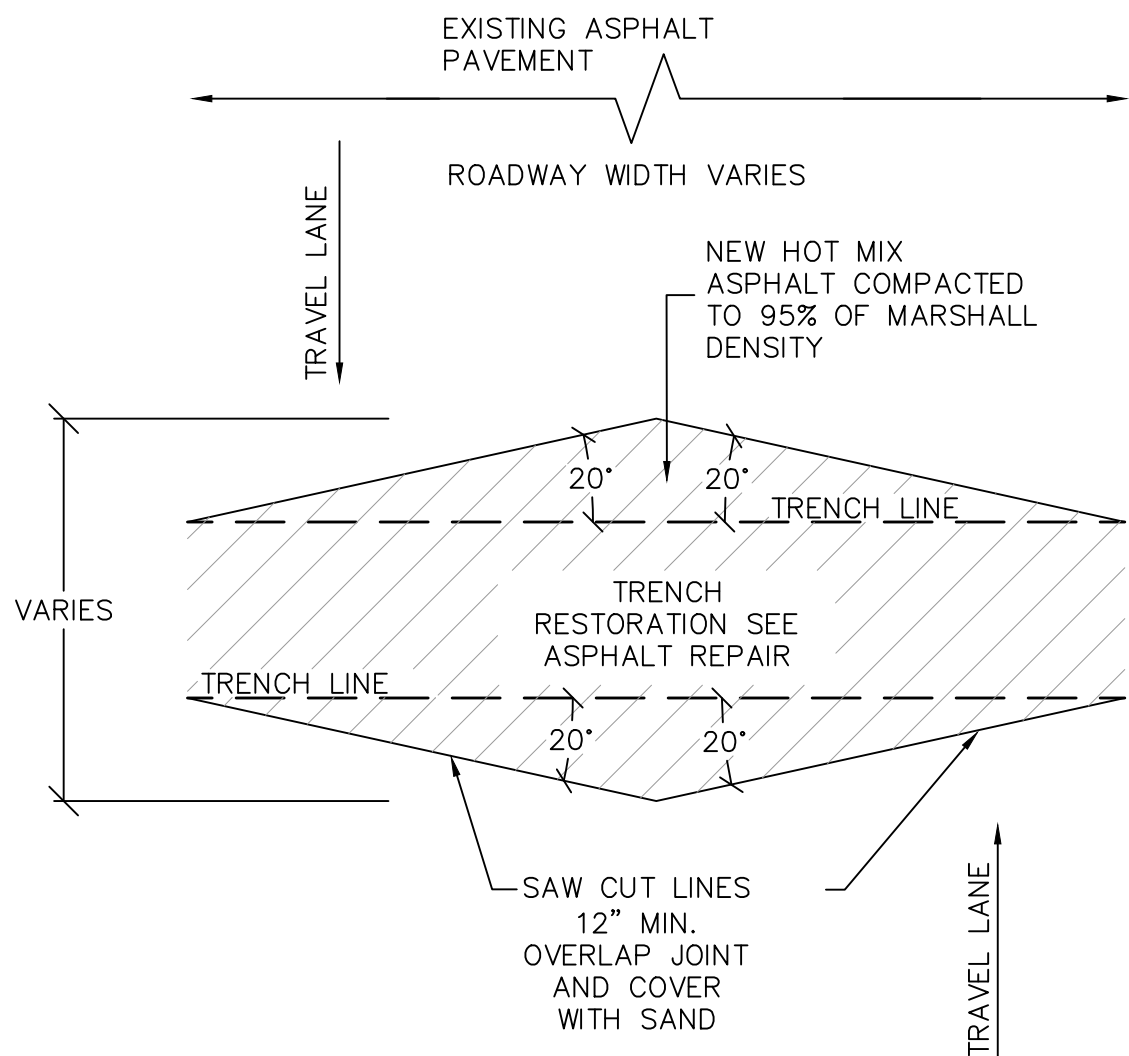


- NOTES:**
1. CURBS SHALL CONFORM TO WPWSS SECTION 02525, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPWSS SECTION 03304, PART 2.07.
 2. AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO WPWSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
 3. REMOVAL AND REPLACEMENT OF CURB SHALL TAKE PLACE IN FULL PANELS.
 4. ROLL CURB SHALL NOT BE ALLOWED.



STABILIZED CONSTRUCTION ENTRANCE

ST-119 DATE: 12/5/12
SCALE: NTS



- NOTES:**
1. 20' DIAMOND PATCH TO BE CONSTRUCTED WHEN REQUIRED BY PUBLIC WORKS DEPARTMENT.
 2. PLACEMENT OF ASPHALT SHALL BE 1" GREATER THAN EXISTING AND NO LESS THAN 3" MIN. ALSO SEE THE ASPHALT PATCH REPAIR DETAIL.
 3. HOT MIX ASPHALT SHALL MEET THE APPLICABLE REQUIREMENTS OF WYOMING PUBLIC WORKS STANDARDS AND SPECIFICATIONS FOR BITUMINOUS MATERIALS.
 4. ALTERNATIVE HOURGLASS LAYOUT MAY BE USED UPON APPROVAL BY TOWN.



TRENCH RESTORATION DETAIL

ST-117 DATE: 12/5/12
SCALE: NTS

GLENWOOD & SIMPSON MIXED USE BUILDINGS

ARTS DISTRICT DEVELOPMENT, LLC

175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2

SECOND WORT ADDITION, JACKSON WY, 83001

DETAILS 1

C3.1

DRAWING SET TITLE	DATE	CONST. DOC (REV. 6)	CONST. DOC (REV. 7)	CONST. DOC (REV. 8)	CONST. DOC (REV. 9)
	10/30/2020				
	11/23/2020				
	05/05/2021				
	08/27/2021				

DRAWN BY: JG & PE

CHECKED BY: VR

JOB #: 17429

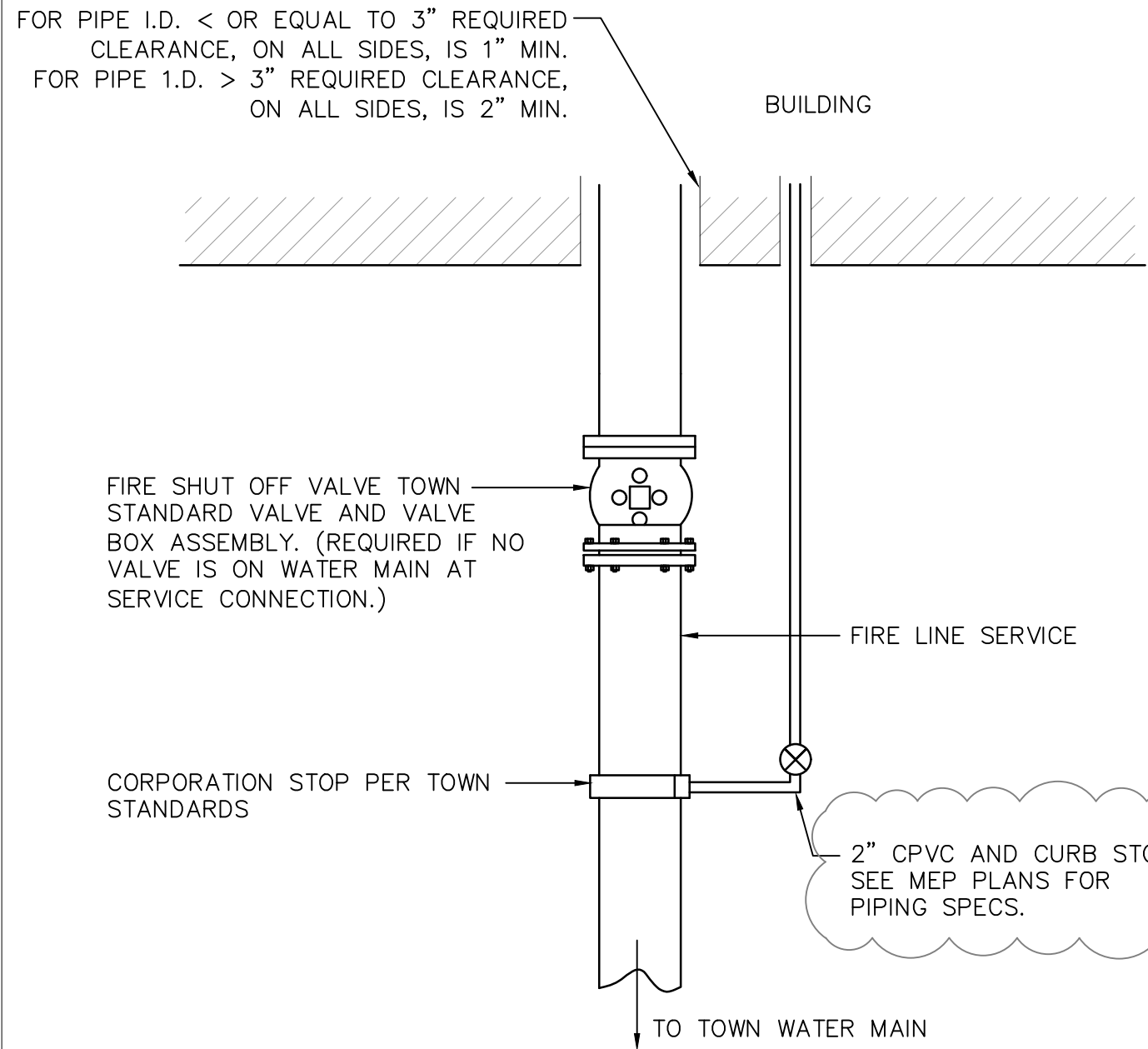
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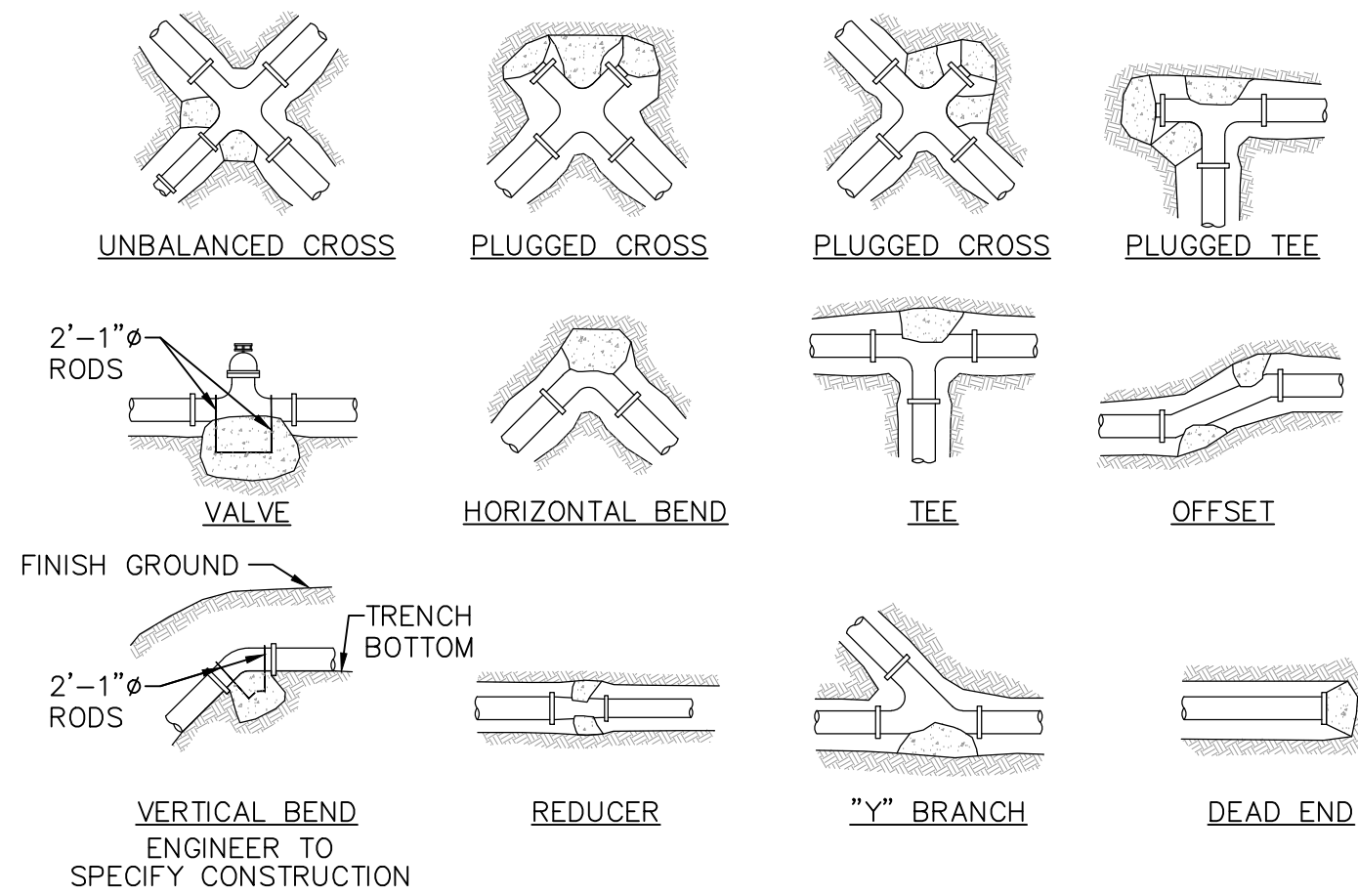




NOTES:
1. FIRE SERVICE LINE ENTRY INTO BUILDING OR STRUCTURE SHALL BE SUBJECT TO REGULATIONS OF AND REVIEW BY THE TOWN OF JACKSON BUILDING DEPARTMENT AND FIRE MARSHALL.

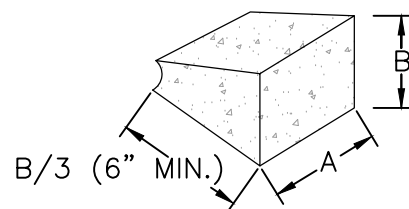
DETAIL MODIFIED FROM TOJ DETAIL W-110 1/16/13

FIRE LINE WITH WATER SERVICE



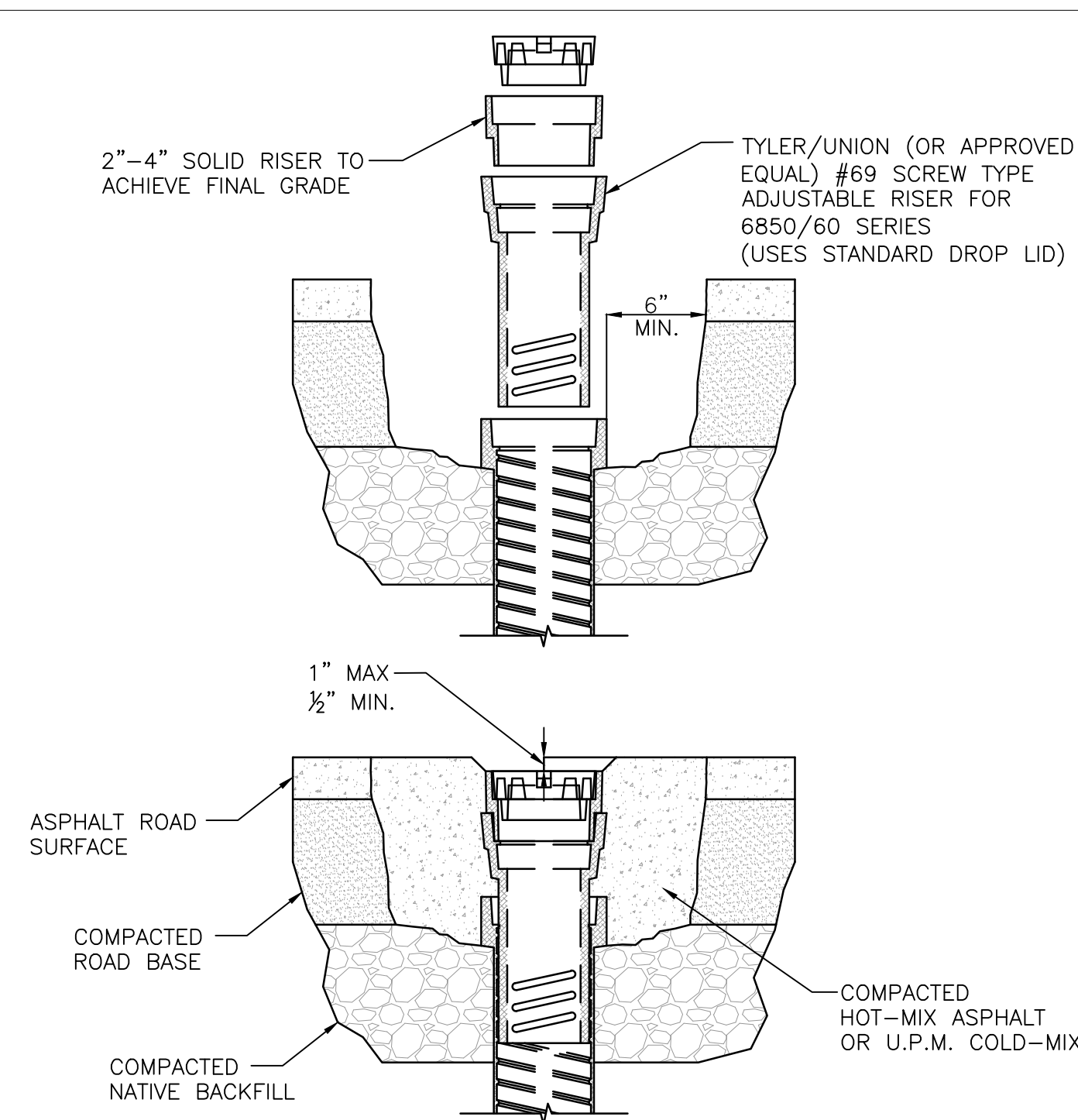
MINIMUM DIMENSIONS FOR THRUST BLOCKING											
FITTING SIZE	TEES & PLUGS		90° BENDS		45° BENDS & WYES		REDUCERS & 22 1/2° BENDS		11 1/4° BENDS		
	A	B	A	B	A	B	A	B	A	B	
4"	1'-7"	1'-2"	1'-9"	1'-6"	1'-8"	0'-10"	1'-7"	0'-6"	0'-6"	0'-6"	
6"	2'-0"	1'-11"	2'-5"	2'-2"	1'-10"	1'-7"	1'-9"	0'-10"	1'-0"	0'-6"	
8"	2'-8"	2'-6"	3'-2"	3'-0"	2'-5"	2'-1"	1'-9"	1'-6"	1'-0"	1'-0"	
10"	3'-4"	3'-3"	4'-0"	3'-10"	3'-0"	2'-9"	2'-2"	1'-11"	1'-6"	1'-0"	
12"	4'-0"	3'-10"	4'-8"	4'-8"	3'-8"	3'-3"	2'-7"	2'-3"	2'-0"	1'-0"	
14"	5'-5"	3'-10"	6'-6"	4'-11"	4'-9"	3'-5"	2'-5"	2'-5"	2'-0"	1'-6"	
20"	5'-0"	5'-0"	6'-0"	6'-0"	5'-0"	4'-0"	3'-6"	3'-0"	3'-0"	2'-0"	
24"	6'-0"	6'-0"	7'-0"	5'-0"	5'-0"	5'-0"	4'-6"	3'-0"	3'-0"	3'-0"	
30"	7'-6"	7'-6"	8'-0"	8'-0"	6'-3"	6'-3"	4'-9"	4'-6"	3'-3"	3'-3"	

NOTES:
1. SIZE BLOCKS SHALL BE A MINIMUM OF 6" THICK.
2. ALL BLOCKING SHALL BEAR AGAINST UNDISTURBED MATERIAL.
3. DESIGN IS BASED ON 150 PSI MAIN PRESSURE AND 2000 PSF SOIL BEARING CAPACITY.
4. 4 MIL POLYETHYLENE PLASTIC BOND BREAKER SHALL BE PROVIDED BETWEEN THRUST BLOCK AND WATER PIPE.



THRUST BLOCK DETAILS

W-111 DATE: 1/16/13
SCALE: NTS

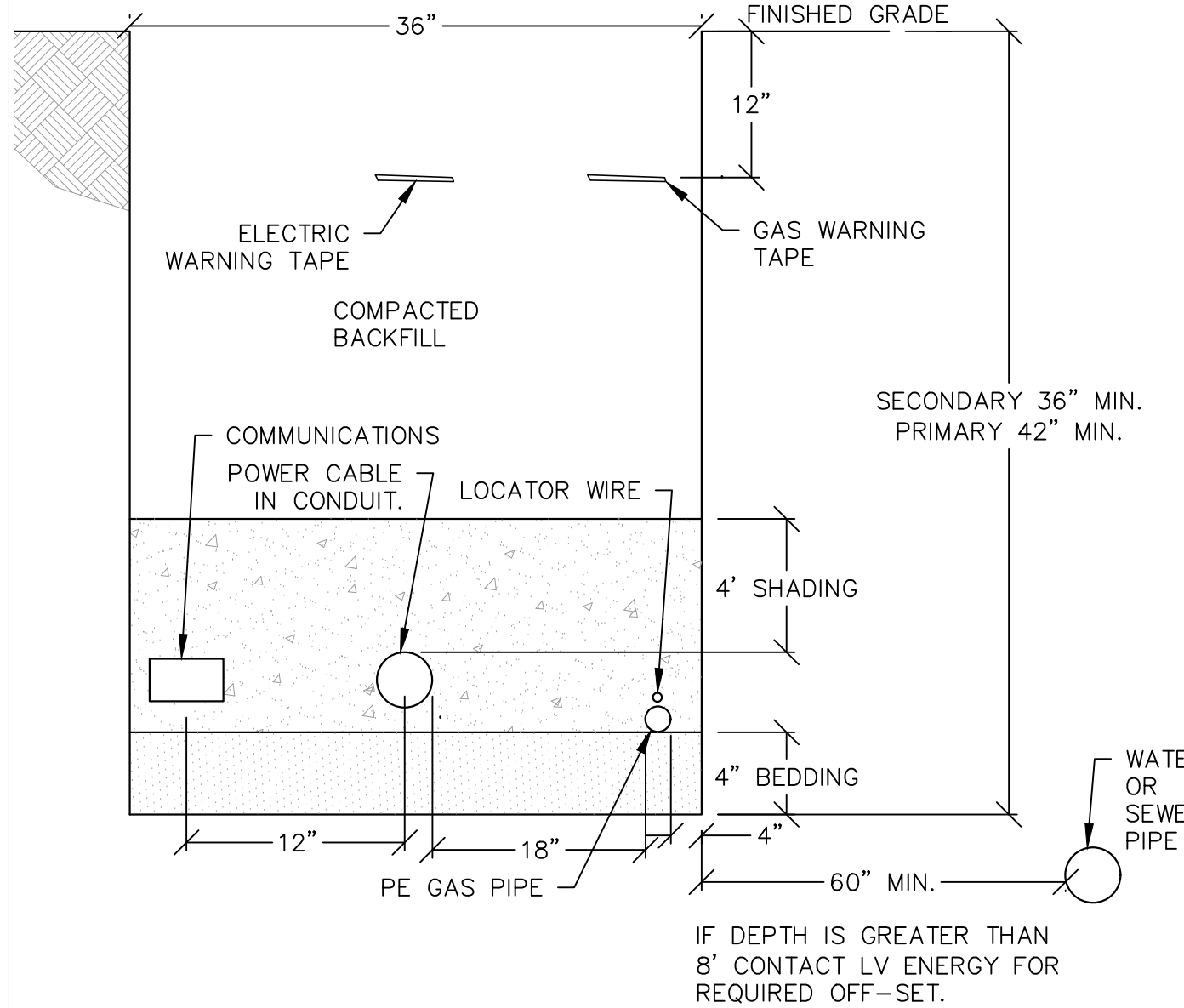


NOTES:
1. ADJUST WATER VALVES UPWARD OR DOWNWARD AS REQUIRED. FINAL ADJUSTMENT SHALL BE MADE AFTER PAVING AND BEFORE SEAL COATING.
2. THE TOWN SHALL INSPECT THE VERTICAL ALIGNMENT PRIOR TO AND POST BACKFILLING.
3. MUD PLUGS ARE REQUIRED TO BE PLACED IN ALL VALVE BOXES.



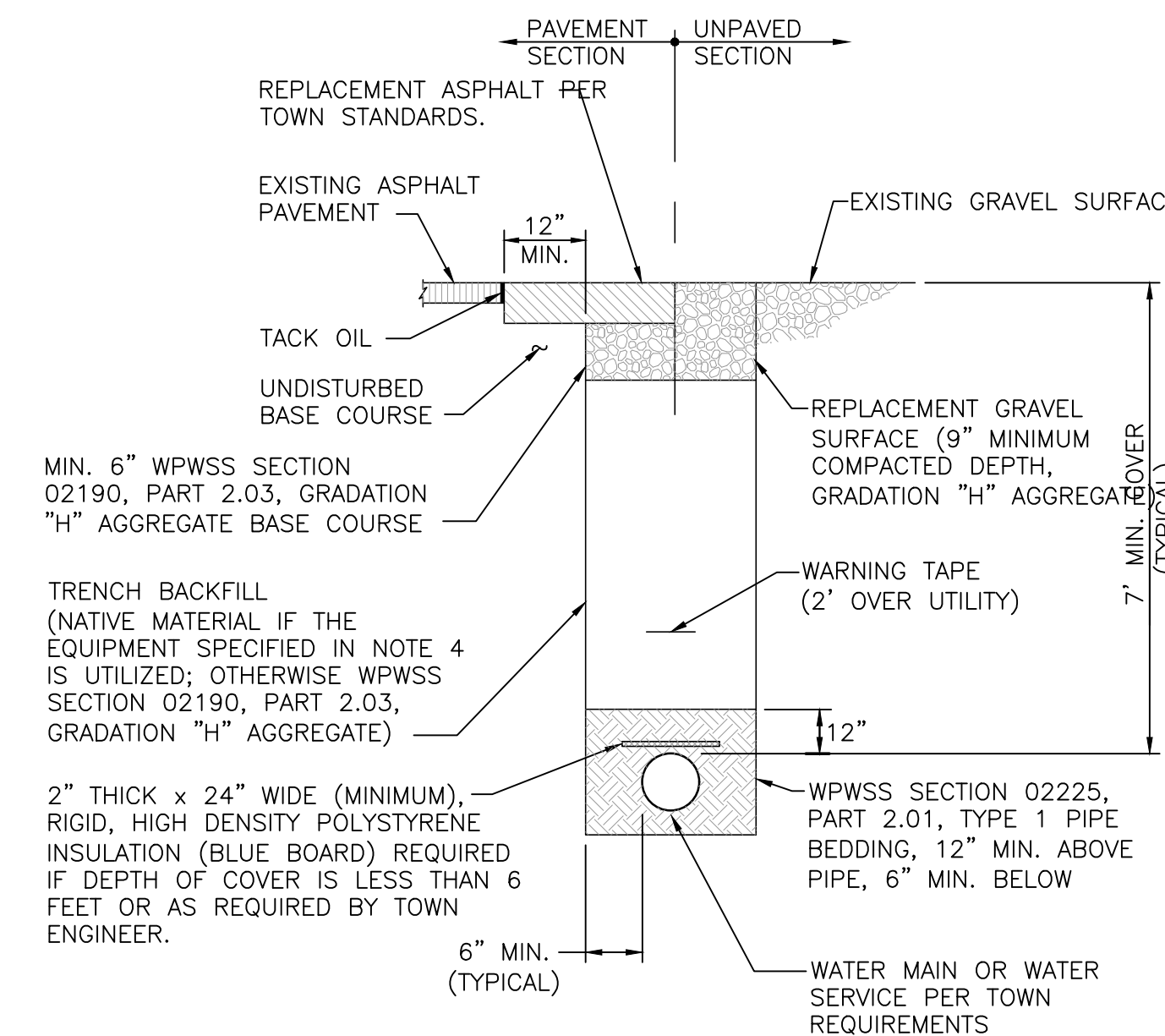
WATER VALVE COLLAR ASSEMBLY

W-106 DATE: 1/16/13
SCALE: NTS



NOTES:
1. WHEN ELECTRICAL CONDUCTORS CROSS OVER OR UNDER WATER AND/OR SEWER PIPES THERE SHALL BE A MINIMUM OF 12" VERTICAL SEPARATION. IN ADDITION, THE ELECTRICAL CONDUCTORS SHALL BE PROTECTED WITH NOT LESS THAN 48" OF SUITABLE PVC OR RIGID STEEL CONDUIT WITH NO LESS THAN 24" ON EITHER SIDE OF THE CROSSING.
2. CUSTOMER INSTALLED CONDUIT MUST BE INSPECTED PRIOR TO BACKFILLING. IF NOT INSPECTED, TRENCH MAY BE REJECTED.
3. ALL TRENCHES ARE TO BE INSPECTED PRIOR TO BACKFILLING.
4. 18" SEPARATION MUST BE OBTAINED BETWEEN PE GAS PIPE AND POWER CABLE OR TRENCH WILL BE REJECTED.
5. BEDDING AND SHADING MATERIAL MUST BE SMOOTH, FREE OF ROCKS, AND MUST BE ABLE TO SIFT THROUGH A 1/4" SCREEN (SAND RECOMMENDED).

ELECTRIC TRENCH DETAIL WITH NATURAL GAS
(NOT TO SCALE)

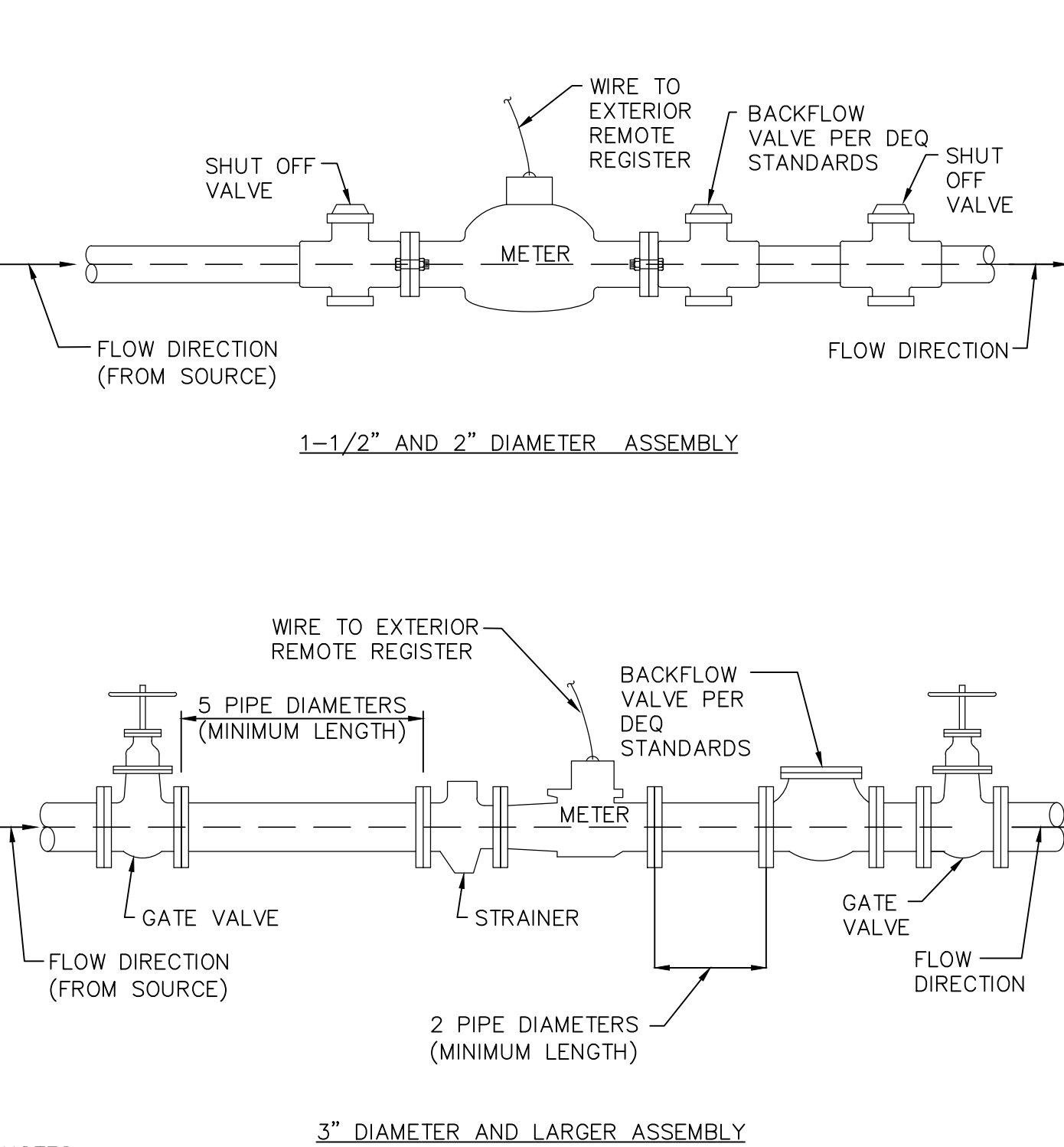


NOTES:
1. TRENCH BACKFILL BELOW THE SURFACE SHALL MEET THE FOLLOWING CRITERIA:
- 95% MODIFIED PROCTOR DENSITY WITHIN STREET AND ALLEY RIGHTS-OF-WAY.
- 90% MODIFIED PROCTOR DENSITY OUTSIDE STREET AND ALLEY RIGHTS-OF-WAY.
2. COMPACTION OF NATIVE TRENCH BACKFILL, WITH ALL ROCK LARGER THAN 6" REMOVED, SHALL BE CARRIED OUT IN 2' LIFTS WITH A HOE-PACK OR A VIBRATORY SHEEPS FOOT ROLLER (COMPACTION METHOD AND EQUIPMENT SHALL BE REVIEWED AND APPROVED BY TOWN ENGINEER PRIOR TO BACKFILLING).
3. PIPE BEDDING SHALL BE PLACED IN 6" LIFTS AND THOROUGHLY COMPACTED WITH A JUMPING JACK TO PROVIDE UNIFORM PIPE SUPPORT.
4. UNLESS OTHERWISE DIRECTED, ALL BASE COURSE AND GRAVEL SURFACE REPLACEMENT SHALL BE INSTALLED PER WPWSS SECTION 02231, PART 3.03.
5. ALL TRENCH EXCAVATION SHALL CONFORM TO WYOMING OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (WYOSHA) REGULATIONS.



WATER MAIN AND SERVICE LINE TRENCH

W-100 DATE: 12/17/12
SCALE: NTS

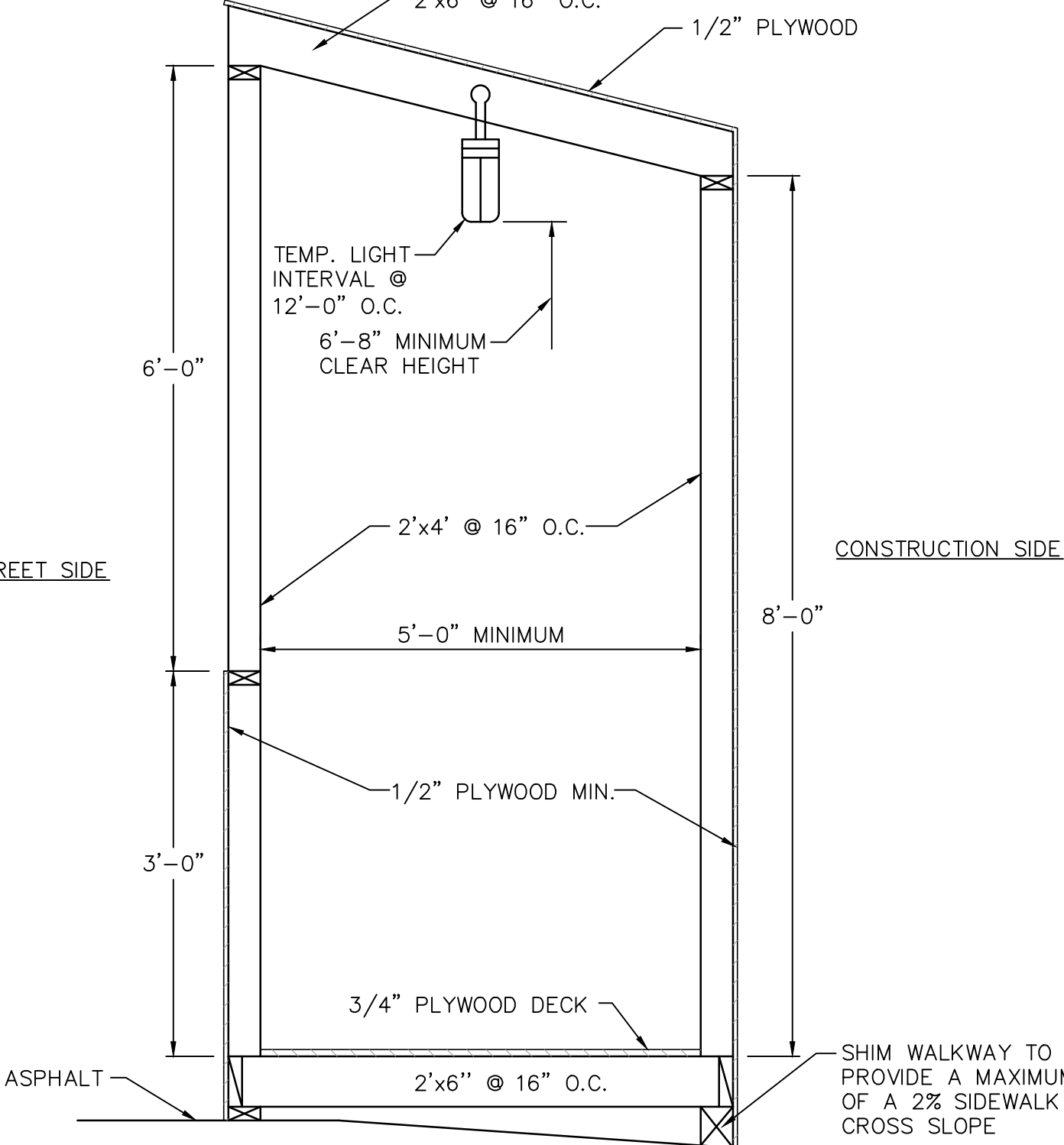


NOTES:
1. SERVICE PIPE MATERIAL SHALL MEET ADOPTED PLUMBING CODE REQUIREMENTS.
2. METER SHALL BE INSTALLED IN HORIZONTAL ALIGNMENT ONLY.
3. CONNECTIONS WITHIN THE ASSEMBLY SHALL BE THREADED OR BOLTED FLANGED, AS APPROPRIATE.
4. METER SHALL BE PURCHASED FROM AND SUPPLIED BY THE TOWN OF JACKSON.



WATER METER INSTALLATION (1-1/2" & LARGER METERS, INTERIOR INSTALLATION)

W-113 DATE: 1/16/13
SCALE: NTS

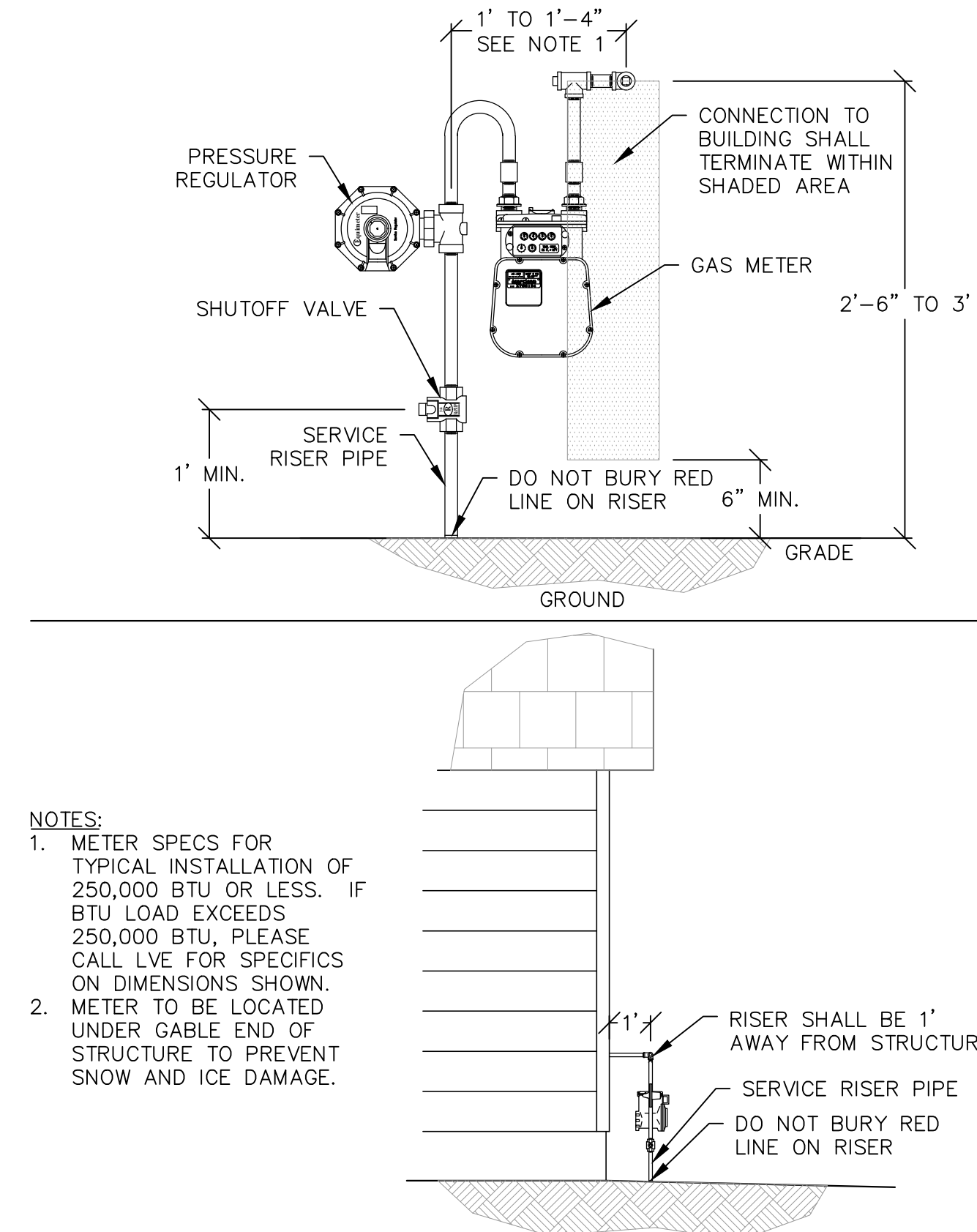


NOTES:
1. CONST. SIDEWALKS SHALL BE INSTALLED ONLY IN TOWN APPROVED LOCATIONS.
2. WALKWAY & RAMPED "END SECTION" SHALL MEET ADA STANDARDS.
3. ANCHORING SHALL BE PROVIDED TO PREVENT HOARDING FROM DISPLACEMENT DUE TO WIND.
4. HOARDING CONSTRUCTION SHALL BE APPROVED AND INSPECTED BY T.O.J. BUILDING DEPT.



TEMPORARY CONSTRUCTION SIDEWALK

ST-129 DATE: 12/17/12
SCALE: NTS



NOTES:
1. METER SPECS FOR TYPICAL INSTALLATION OF 250,000 BTU OR LESS. IF BTU LOAD EXCEEDS 250,000 BTU, PLEASE CALL LVE FOR SPECIFICS ON DIMENSIONS SHOWN.
2. METER TO BE LOCATED UNDER GABLE END OF STRUCTURE TO PREVENT SNOW AND ICE DAMAGE.

GAS METER INSTALLATION
(NOT TO SCALE)

GLENWOOD & SIMPSON MIXED USE BUILDINGS

ARTS DISTRICT DEVELOPMENT, LLC

175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2

SECOND WORT ADDITION, JACKSON WY, 83001

DETAILS 2

C3.2

DRAWING SET TITLE
DATE
10/30/2020
11/23/2020
05/05/2021
08/27/2021
CONST. DOC (REV. 6)
CONST. DOC (REV. 7)
CONST. DOC (REV. 8)
CONST. DOC (REV. 9)
DRAWN BY: JG & PE
CHECKED BY: VR
JOB #: 17429

CONSULTANTS

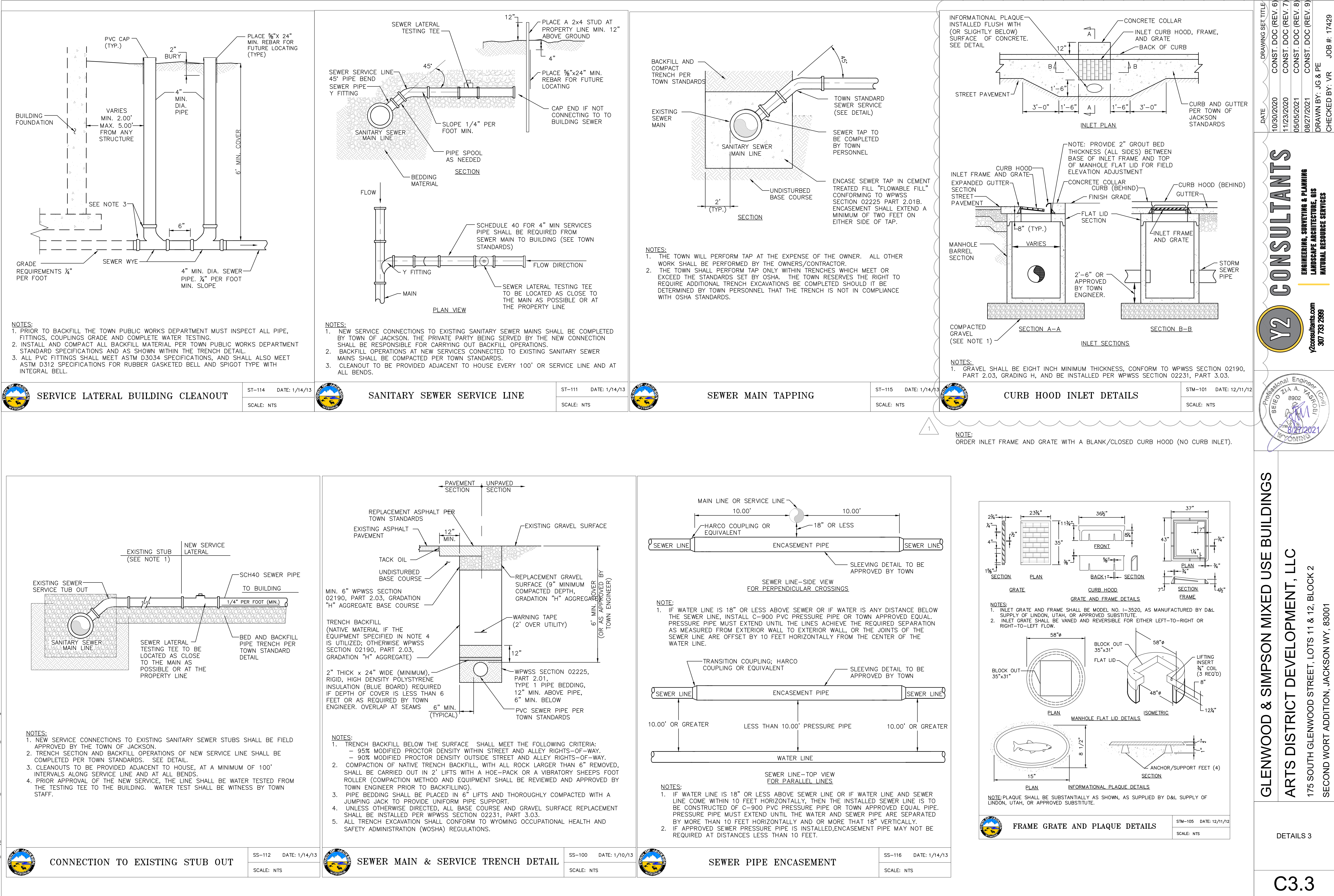


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NATURAL RESOURCE SERVICES

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307.739.2999



LAST SAVED: 8/27/2021 1:06 PM BY: JACOBIS PLOT BY VINCE ROUX
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DRAWING SET TITLE
DATE
10/30/2020
11/23/2020
05/05/2021
08/27/2021
CONST. DOC (REV. 6)
CONST. DOC (REV. 7)
CONST. DOC (REV. 8)
CONST. DOC (REV. 9)
DRAWN BY: JG & PE
CHECKED BY: VR
JOB #: 17429

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NATURAL RESOURCE SERVICES

Y2consultants.com
307 739 2999

Professional Engineer (Civil)
SE/ED ZIA A. YASOBI
8902
8/27/2021
WYOMING

GLENWOOD & SIMPSON MIXED USE BUILDINGS

ARTS DISTRICT DEVELOPMENT, LLC

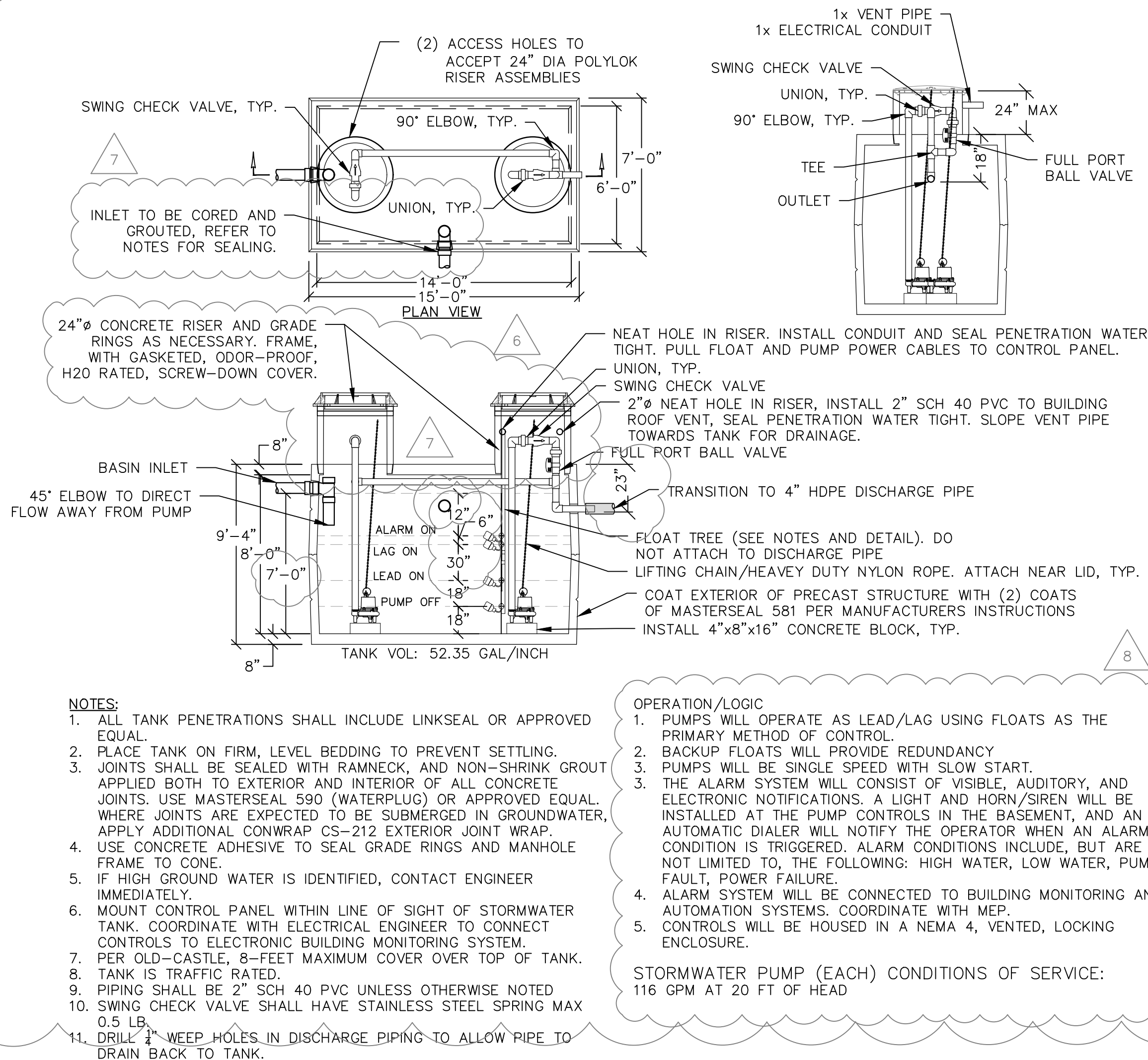
175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2

SECOND WORT ADDITION, JACKSON WY, 83001

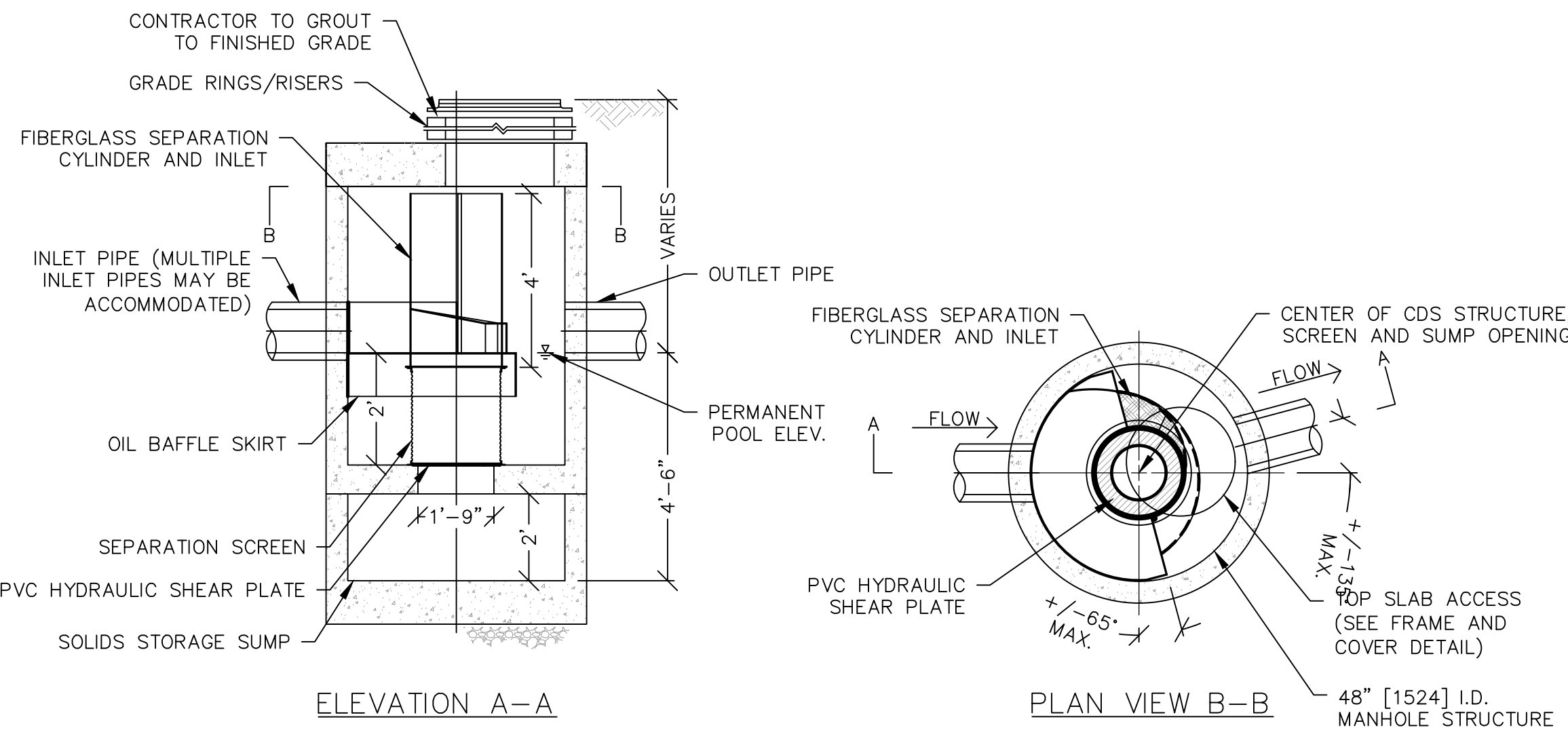
DETAILS 3

C3.3

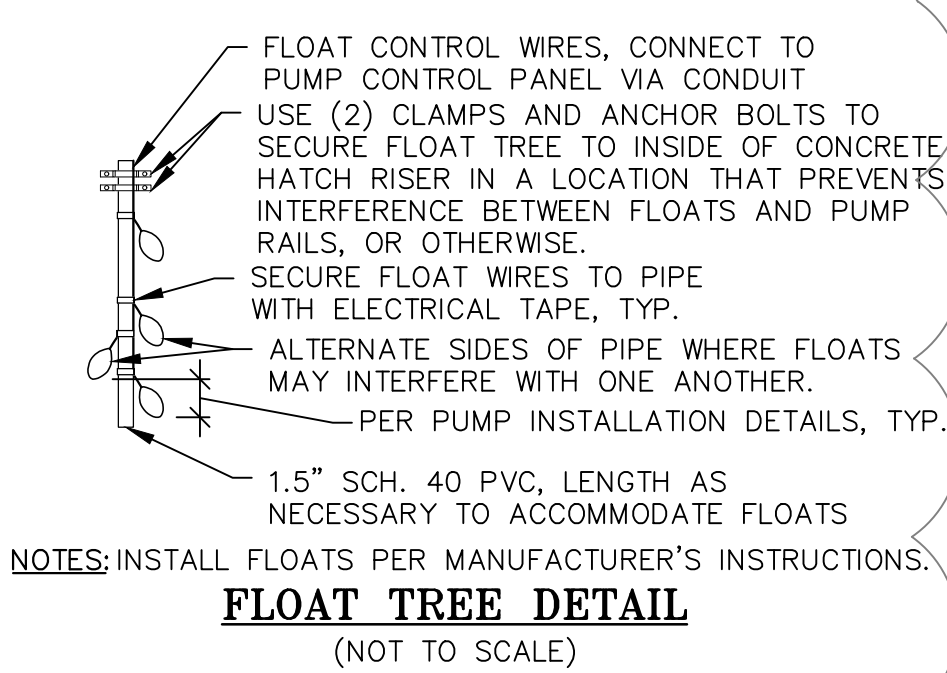
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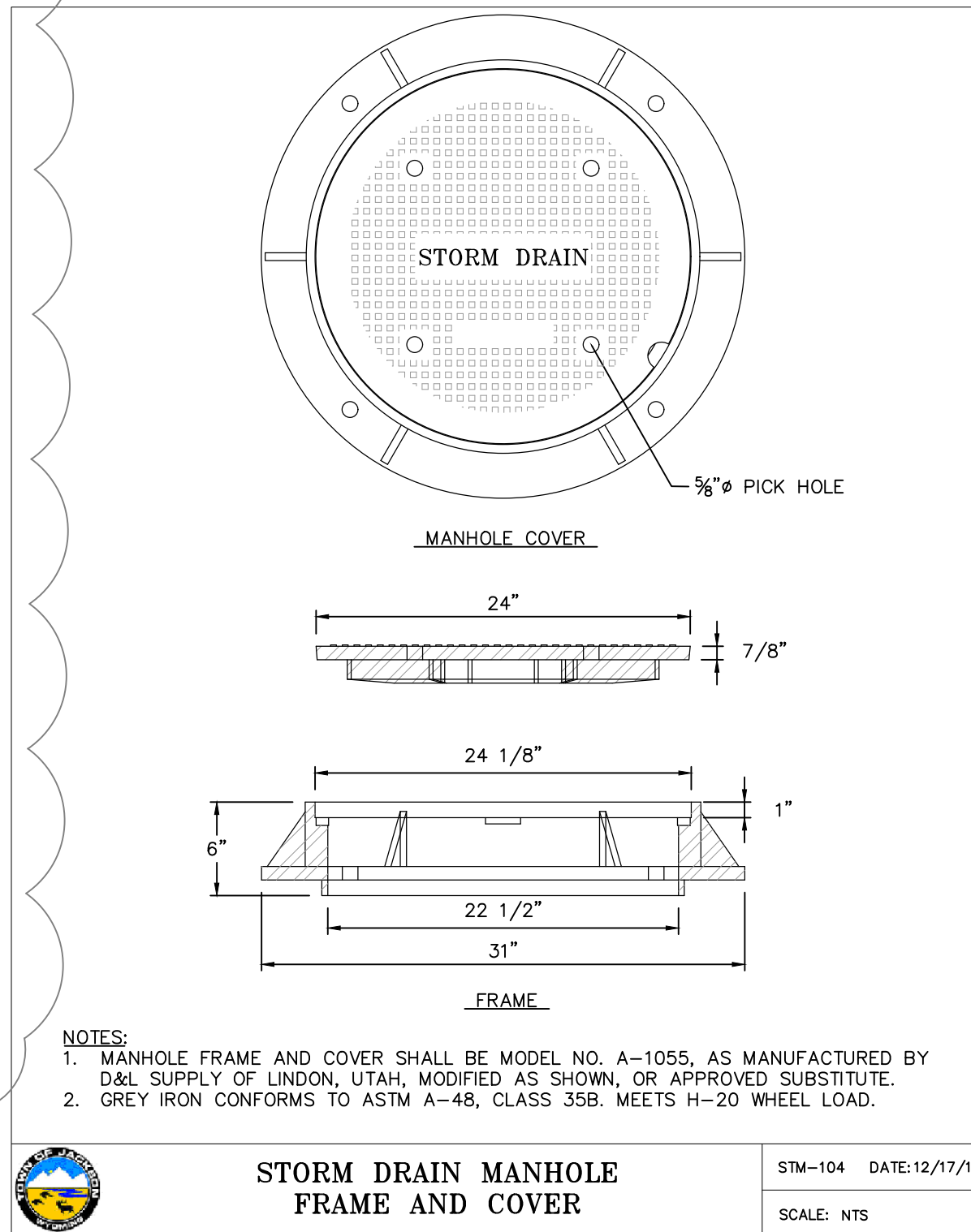
STORMWATER 4,000 GALLON DETENTION BASIN, PUMP, AND FLOAT DETAIL
(NOT TO SCALE)



CDS2015-4 SAND/OIL SEPARATOR
(NOT TO SCALE)

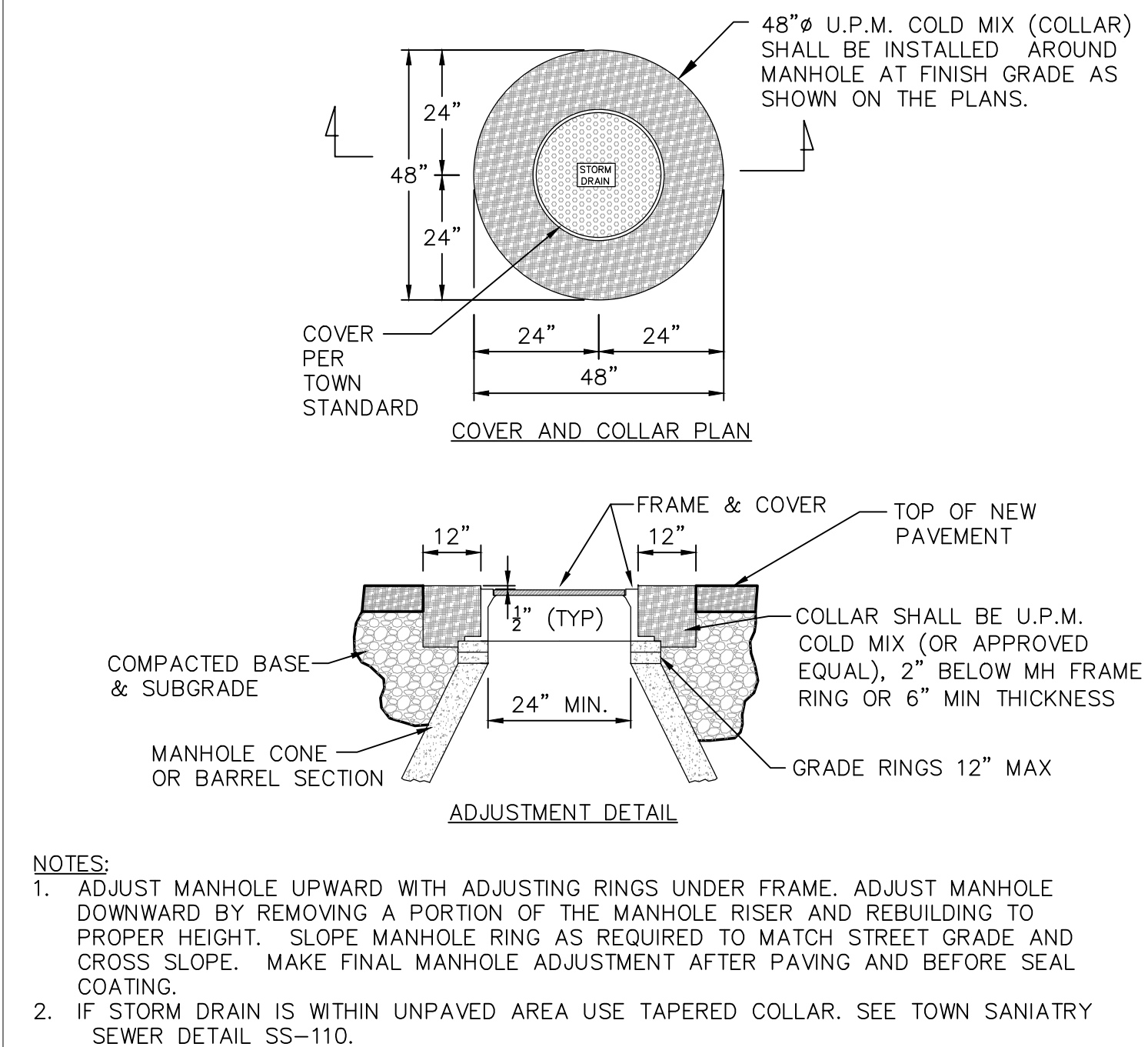


FLOAT TREE DETAIL
(NOT TO SCALE)



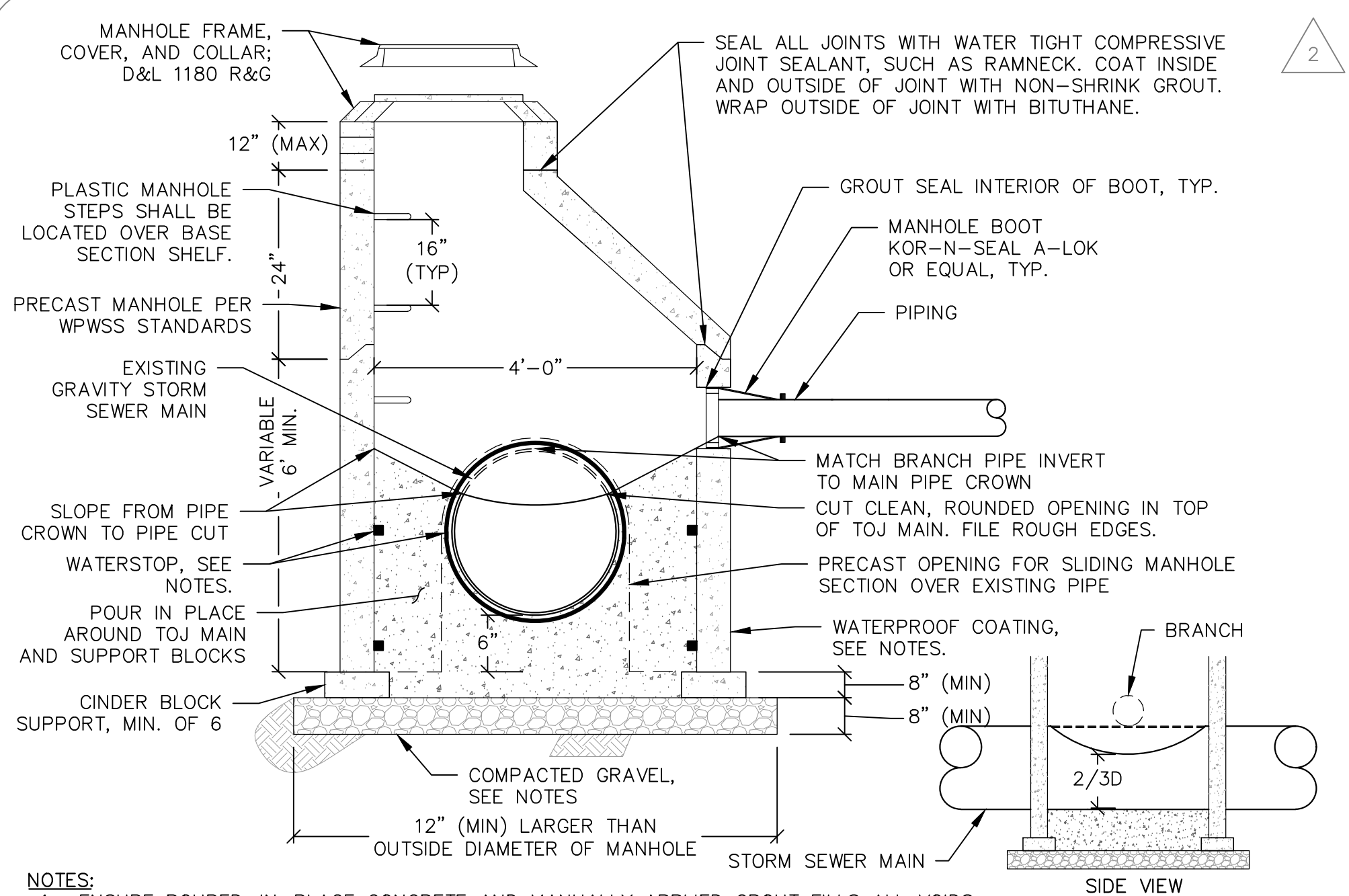
STORM DRAIN MANHOLE FRAME AND COVER

STM-104 DATE:12/17/12
SCALE: NTS

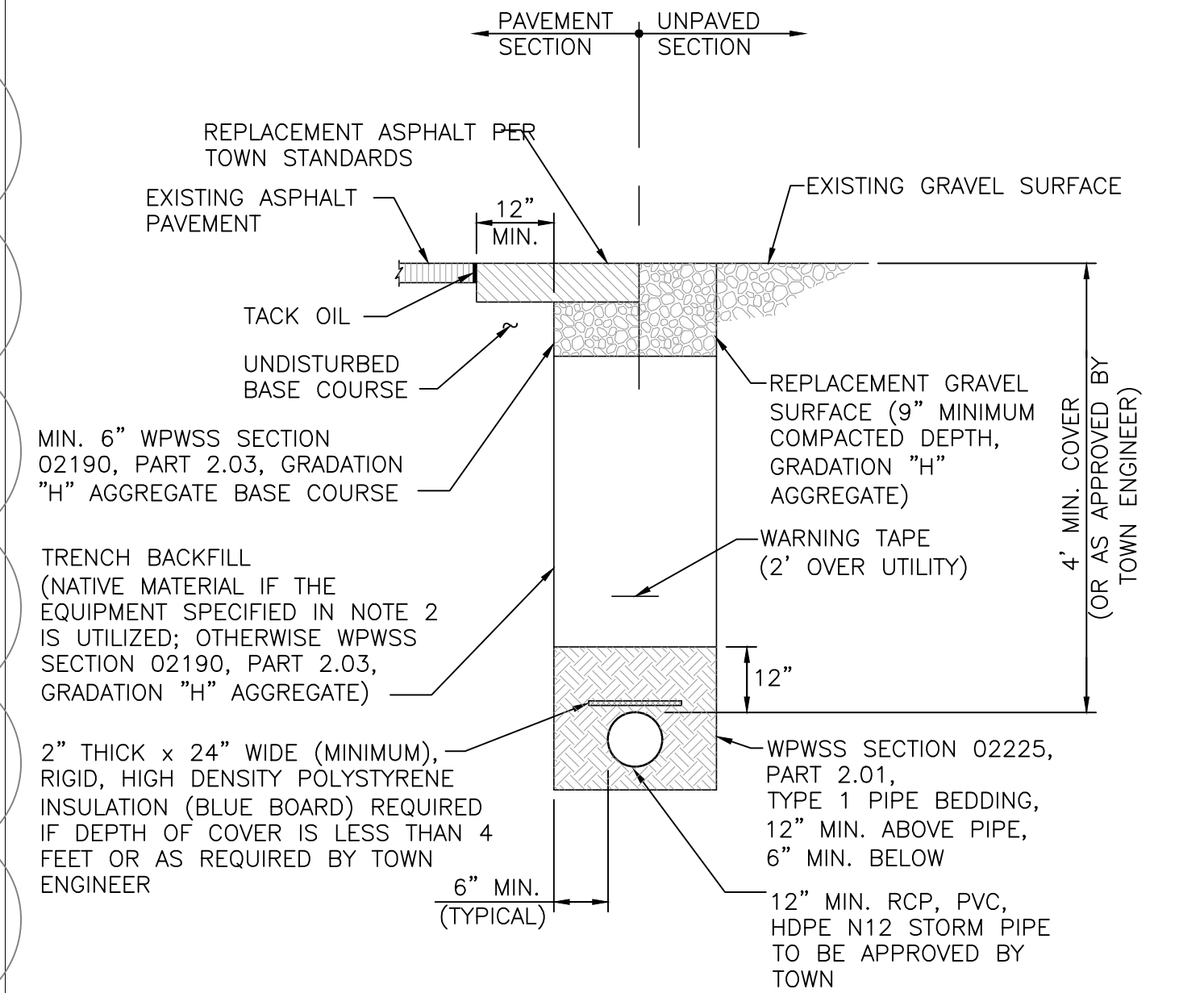


STORM DRAIN MANHOLE ADJUSTMENT AND COLLAR DETAIL

STM-103 DATE:12/12/12
SCALE: NTS



DOGHOUSE MANHOLE DETAIL
(NOT TO SCALE)



STORM SEWER PIPE TRENCH

STM-100 DATE: 12/11/12
SCALE: NTS

DATE	DRAWING SET TITLE
10/30/2020	CONST. DOC (REV. 6)
11/23/2020	CONST. DOC (REV. 7)
05/05/2021	CONST. DOC (REV. 8)
08/27/2021	CONST. DOC (REV. 9)
DRAWN BY: JG & PE	
CHECKED BY: VR	
JOB #: 17429	

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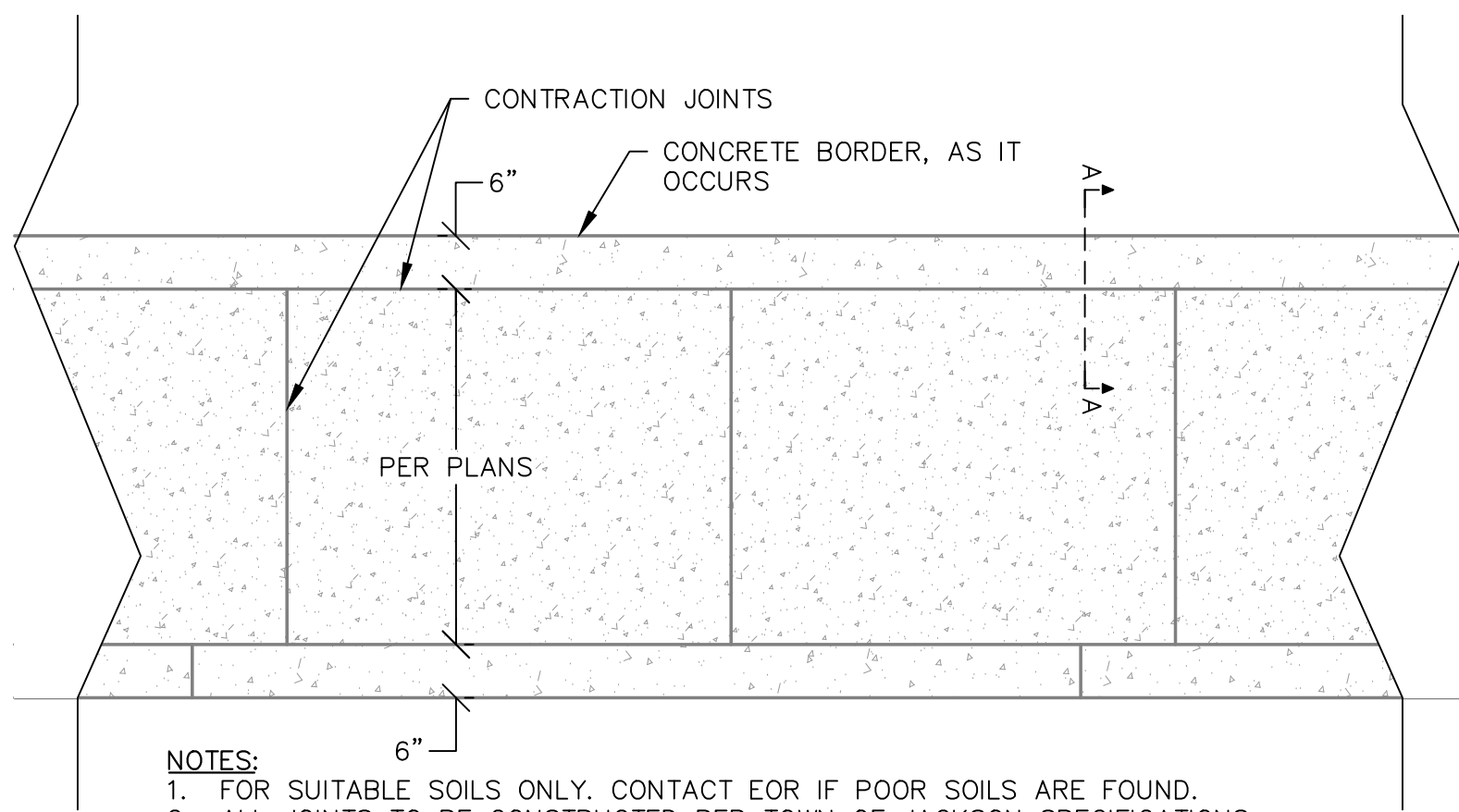
Professional Engineer (Civil)
SEED ZIA A. VASQUEZ
8902
8/27/2021
WYOMING

GLENWOOD & SIMPSON MIXED USE BUILDINGS
ARTS DISTRICT DEVELOPMENT, LLC
175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2
SECOND WORT ADDITION, JACKSON WY, 83001

DETAILS 4

C3.4

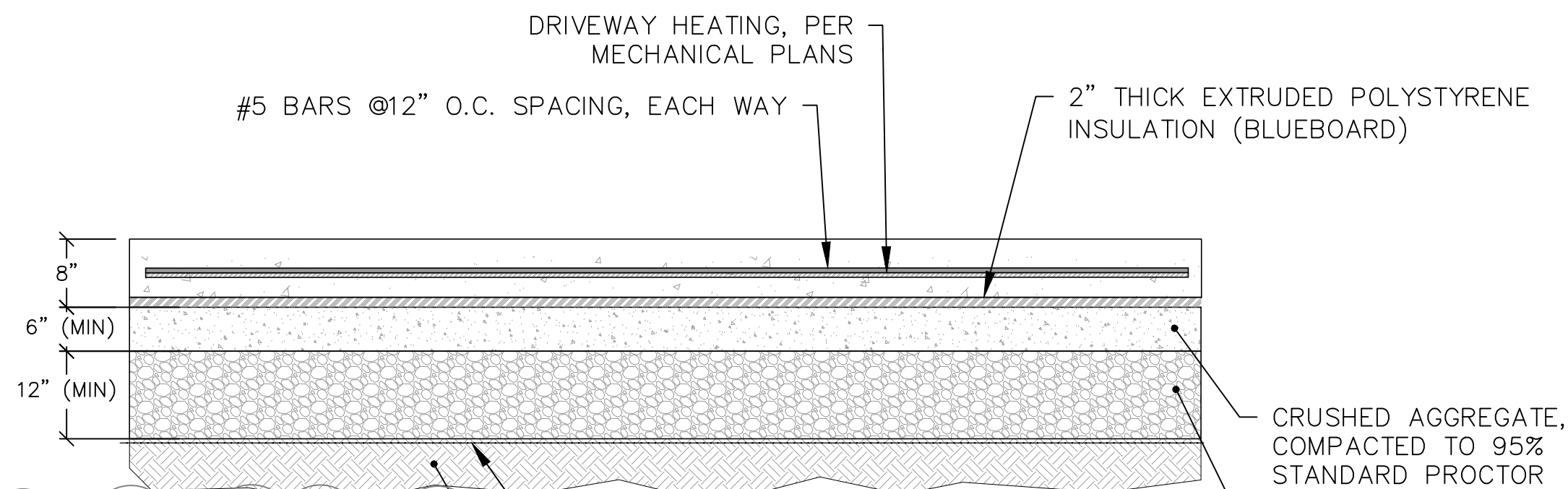
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F:\2017\17429_Midway_Lots-11-12\DWG\17429_CIVIL-GEACAD\17429_DETAILS.dwg



- NOTES:
1. FOR SUITABLE SOILS ONLY. CONTACT EOR IF POOR SOILS ARE FOUND.
 2. ALL JOINTS TO BE CONSTRUCTED PER TOWN OF JACKSON SPECIFICATIONS.
 3. CONTRACTION JOINT PATTERN PER CIVIL AND LANDSCAPE PLANS.
 4. DIMENSIONS OF CONCRETE FLAT WORK PER PLANS
 5. THIS DETAIL APPLIES UNLESS PLANS SPECIFY OTHERWISE (SEE PASS THROUGH PAVERS DETAILS).

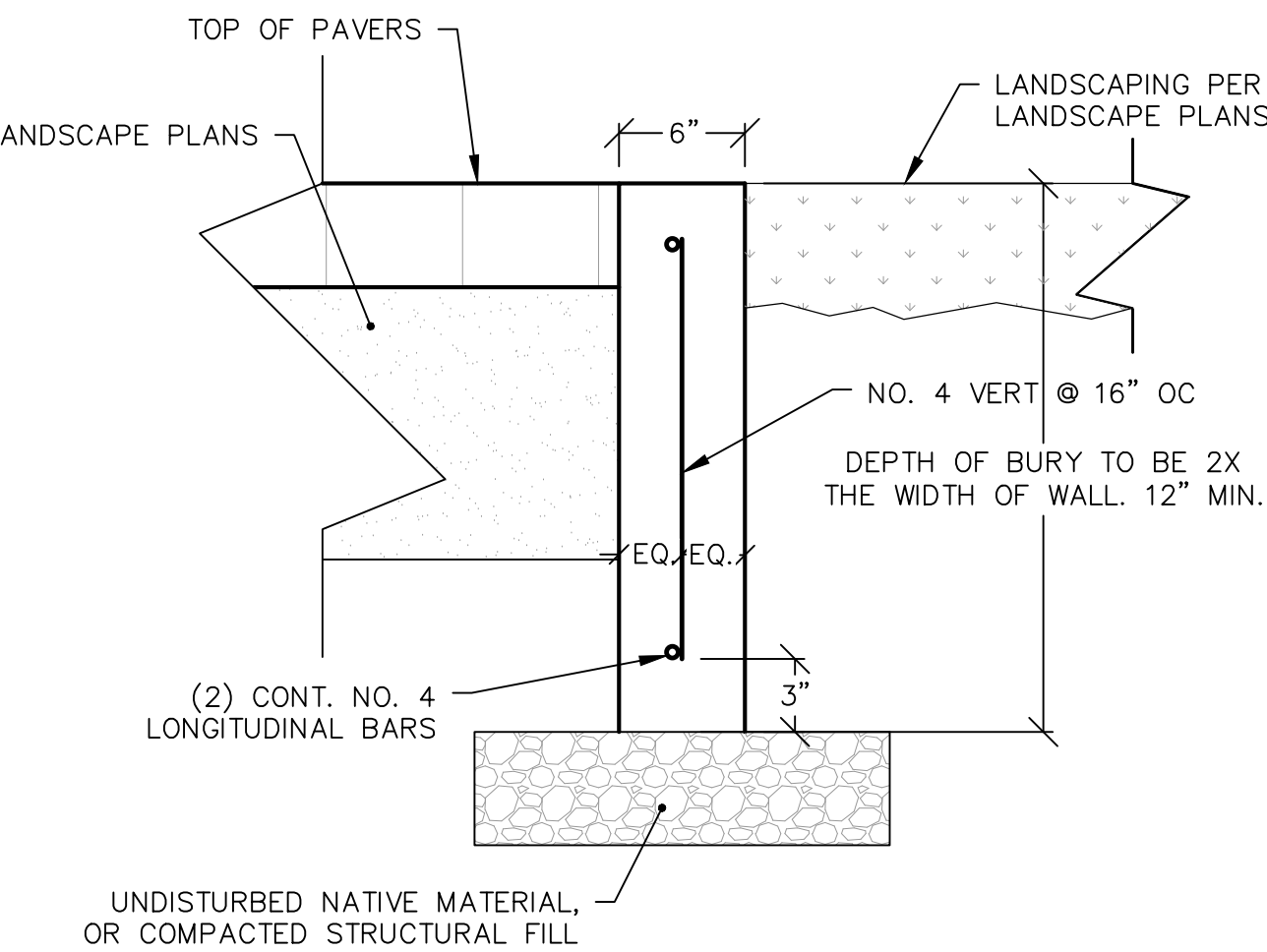
PLAN VIEW

CONCRETE FLAT WORK EDGING DETAIL
(NOT TO SCALE)

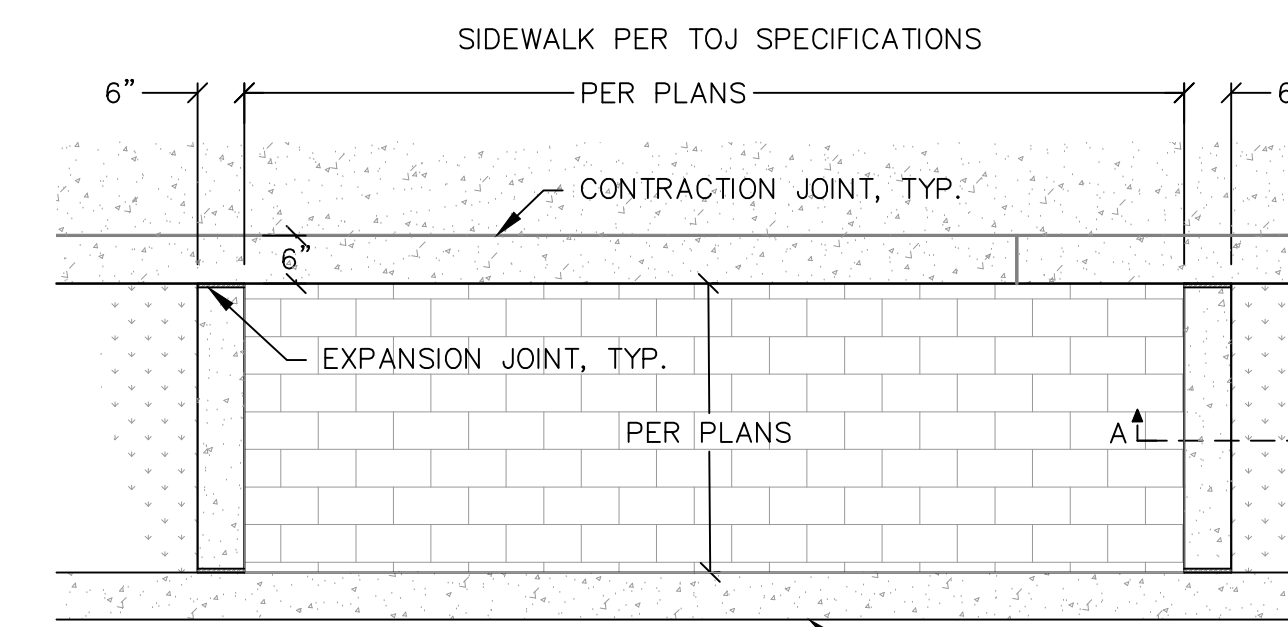


- NOTES:
1. THICKENED EDGE AND SLAB KEYS ARE REQUIRED. REFER TO THICKENED EDGE AND SLAB KEY DETAIL FOR REQUIREMENTS.

HEATED DRIVEWAY SLAB DETAIL
(NOT TO SCALE)

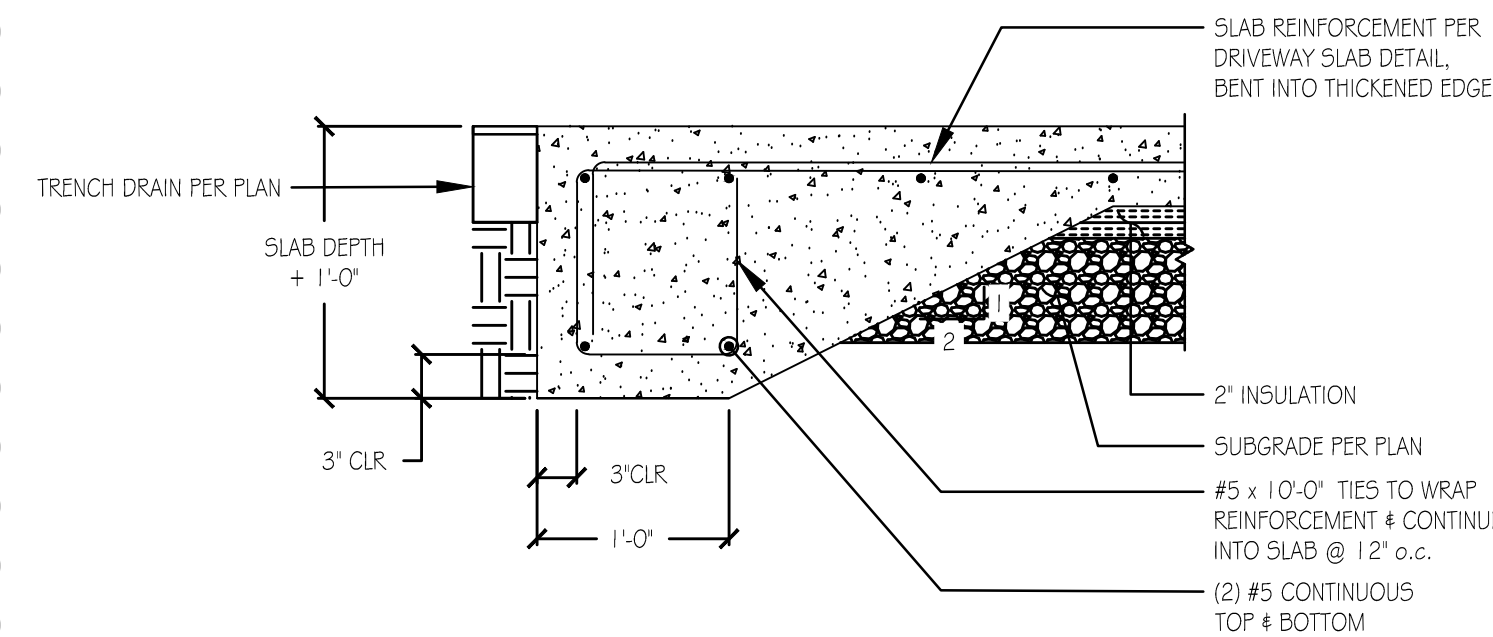


**SECTION A-A:
FLUSH VERTICAL CURB**

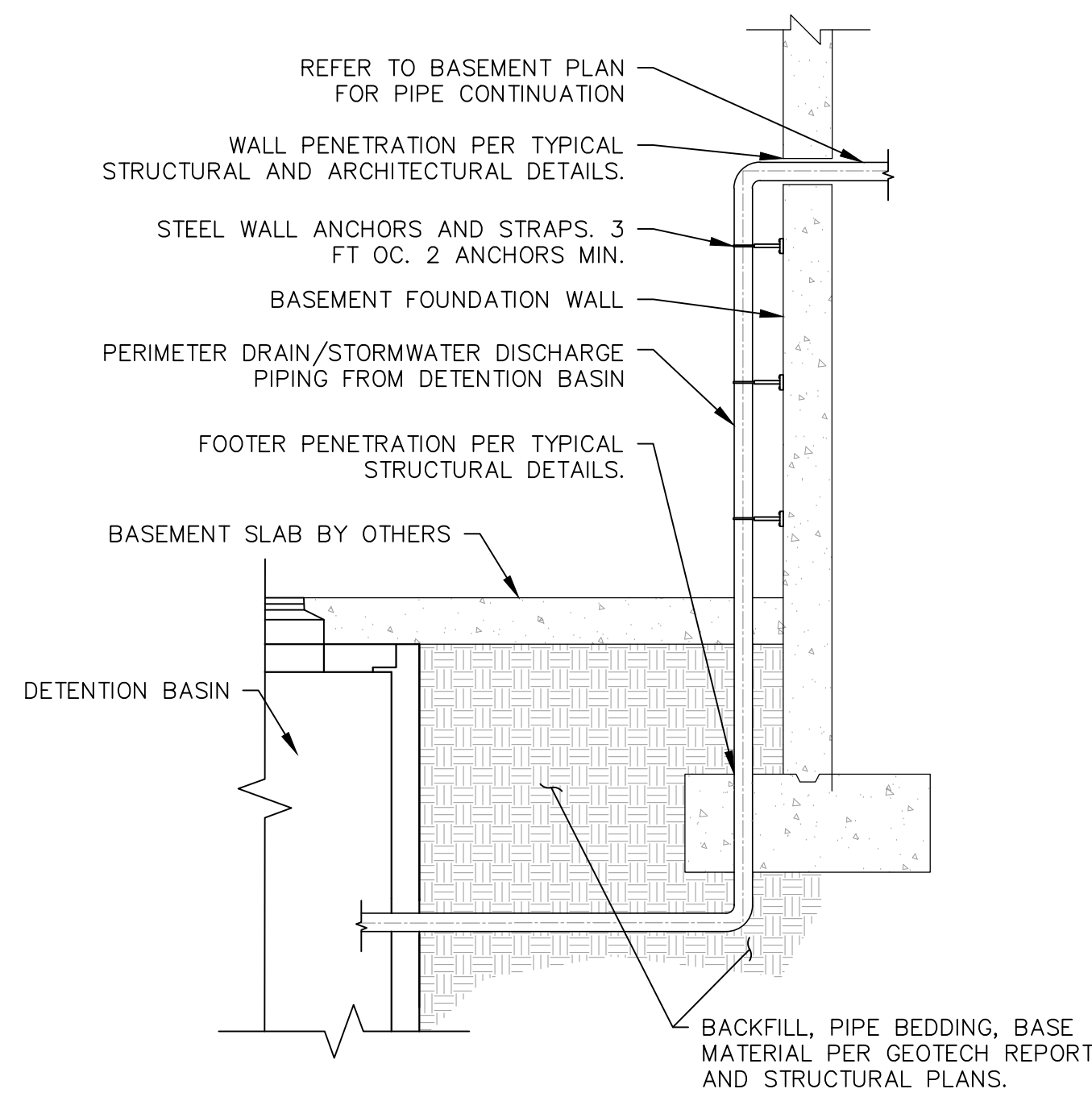


- NOTES:
1. FOR SUITABLE SOILS ONLY. CONTACT EOR IF POOR SOILS ARE FOUND.
 2. ALL JOINTS TO BE CONSTRUCTED PER TOWN OF JACKSON SPECIFICATIONS.

PASS THROUGH PAVERS
(NOT TO SCALE)

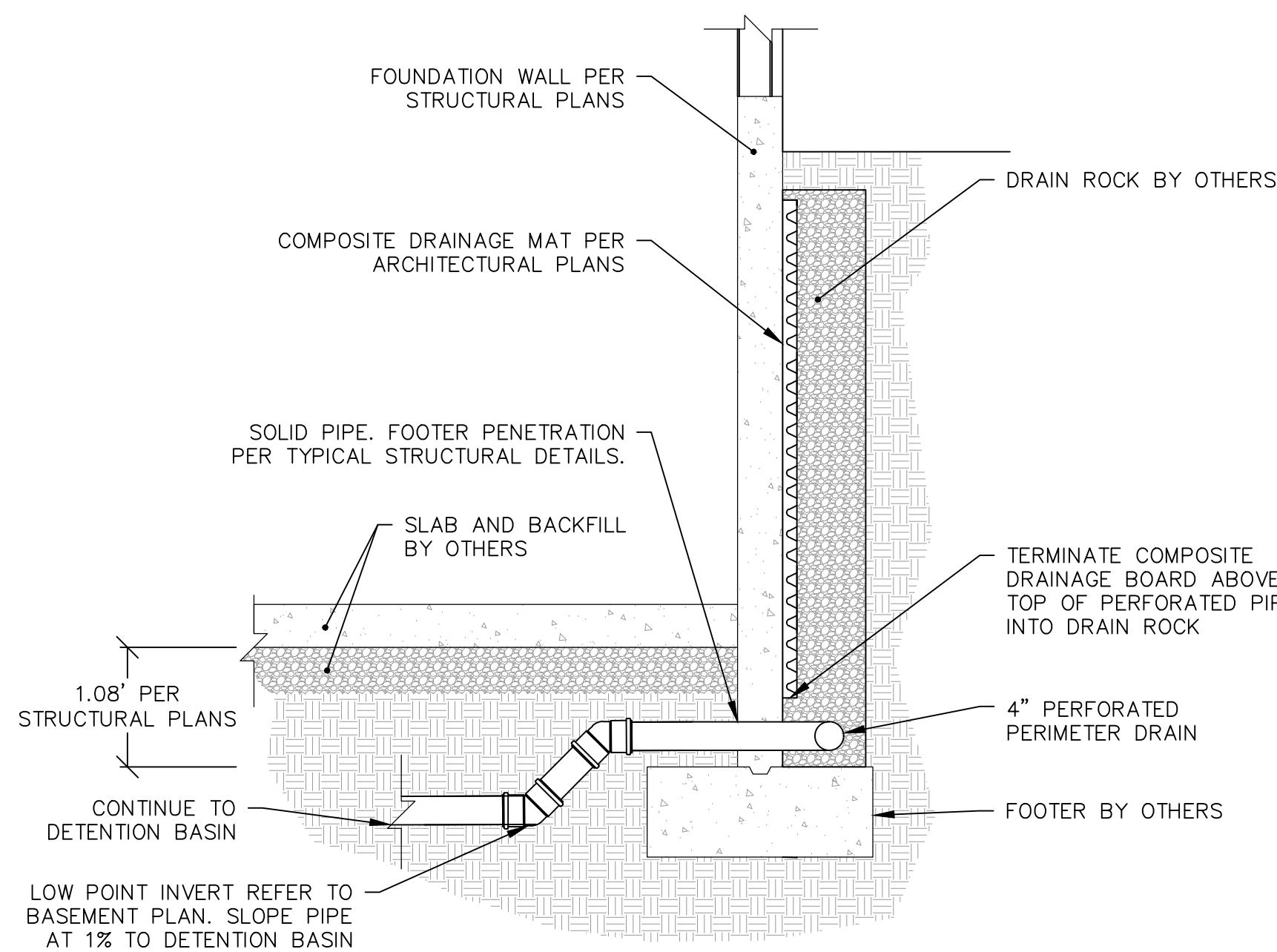


THICKENED EDGE AND SLAB KEY DETAILS
(NOT TO SCALE)



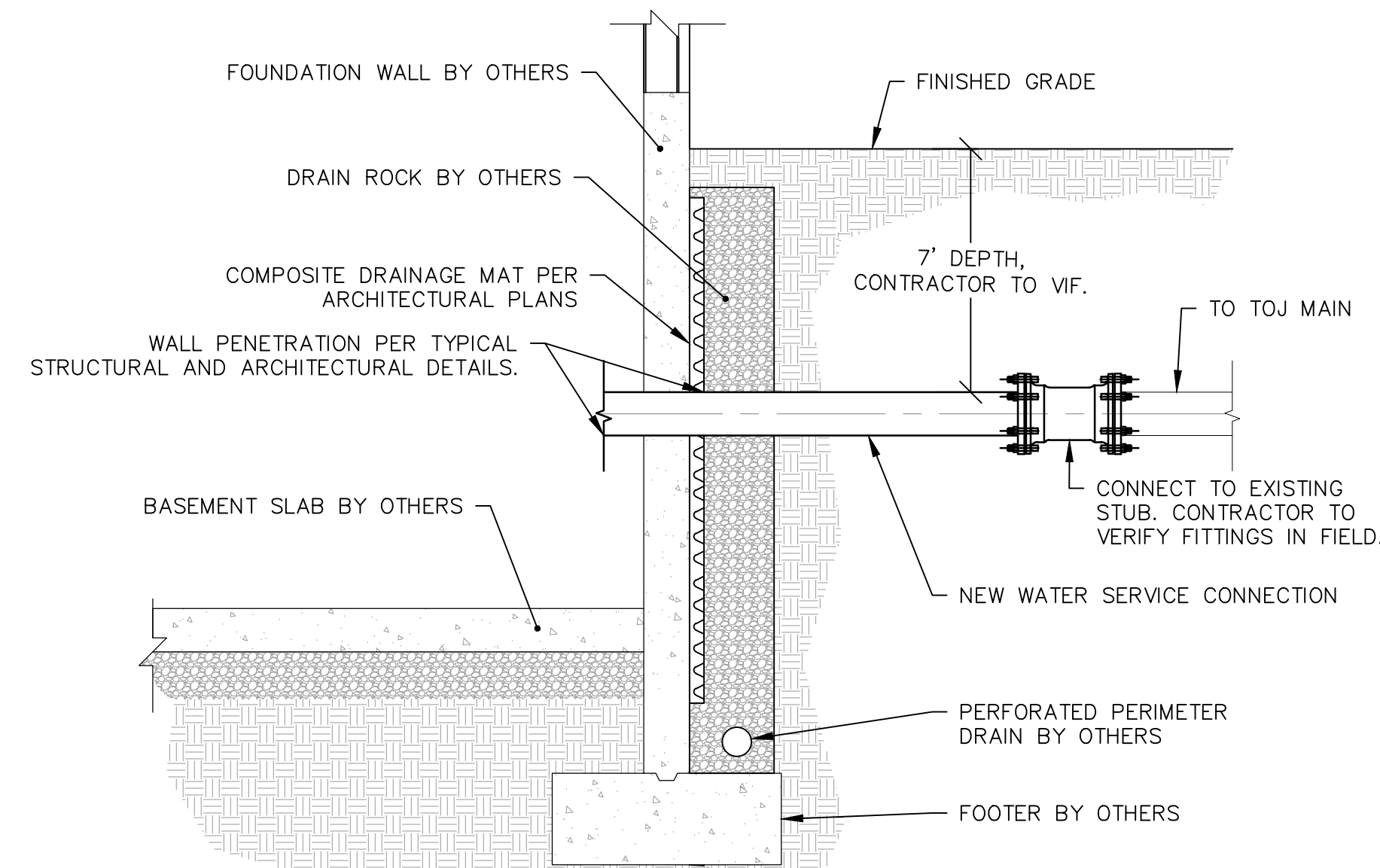
- NOTES:
1. REFER TO STRUCTURAL PLANS TO ENSURE WALL AND FOOTER PENETRATIONS ARE APPROPRIATELY DETAILED. WALL PENETRATION SHALL BE WATERTIGHT.
 2. PIPE ELEVATIONS PER BASEMENT PLANS.

**STORMWATER DISCHARGE FOUNDATION WALL
PENETRATION DETAIL**
(NOT TO SCALE)



- NOTES:
1. SEE BASEMENT PLANS FOR LOCATIONS AND INVERT ELEVATIONS.
 2. REFER TO STRUCTURAL PLANS TO ENSURE WALL PENETRATIONS ARE APPROPRIATELY DETAILED. WALL PENETRATION SHALL BE WATERTIGHT.

PERIMETER DRAIN WALL PENETRATION DETAIL
(NOT TO SCALE)



- NOTES:
1. SEE SITE PLAN FOR LOCATION OF WATER LINE PENETRATION INTO BUILDING.
 2. REFER TO STRUCTURAL PLANS TO ENSURE WALL PENETRATIONS ARE APPROPRIATELY DETAILED. WALL PENETRATION SHALL BE WATERTIGHT.

WATER SERVICE ENTERING BUILDING
(NOT TO SCALE)

GLENWOOD & SIMPSON MIXED USE BUILDINGS
ARTS DISTRICT DEVELOPMENT, LLC
175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2
SECOND WORT ADDITION, JACKSON WY, 83001

DETAILS 5

C3.5

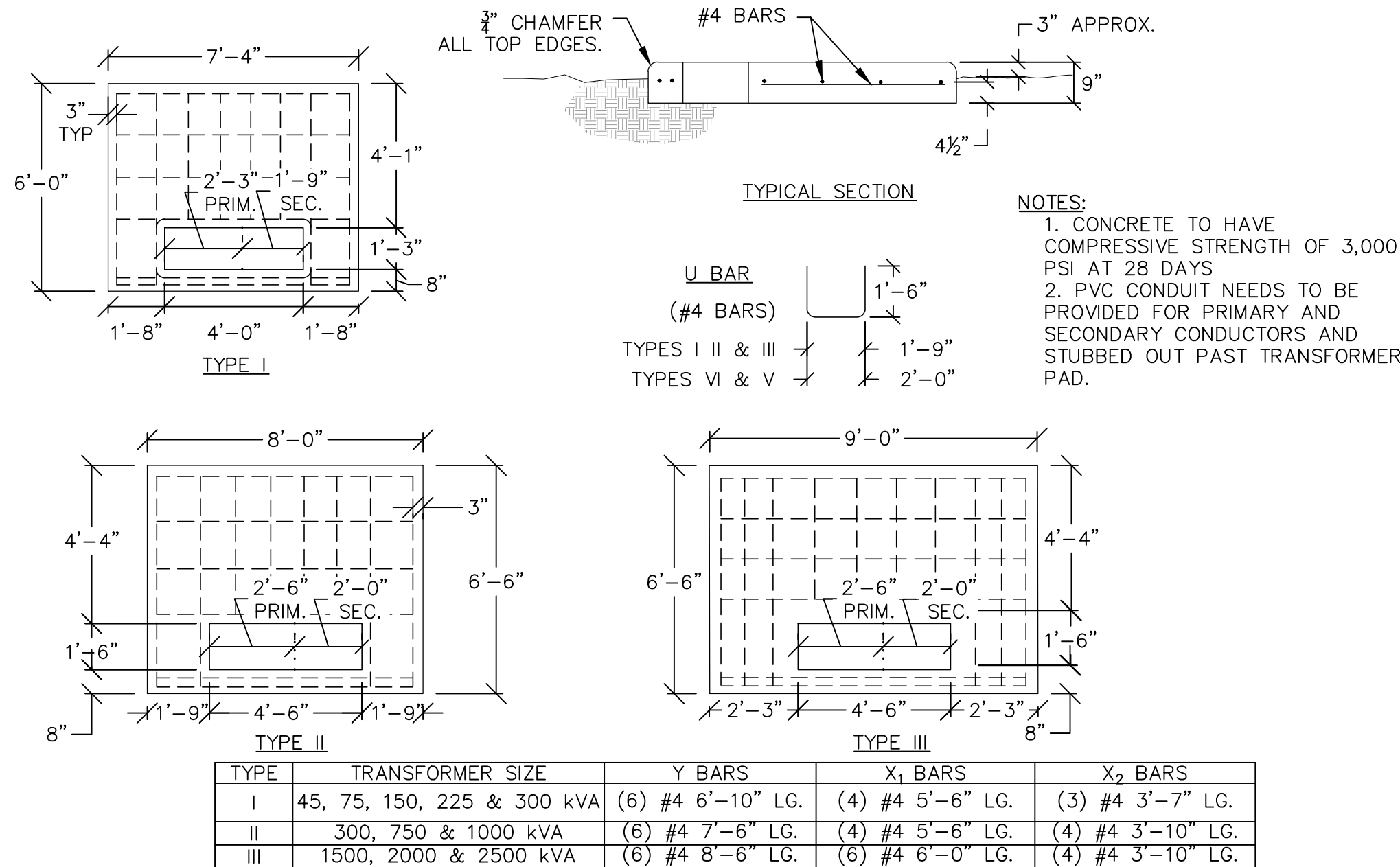
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11/23/2020	CONST. DOC (REV. 7)
05/05/2021	CONST. DOC (REV. 8)
08/27/2021	CONST. DOC (REV. 9)
DRAWN BY: JG & PE	
CHECKED BY: VR	
JOB #: 17429	

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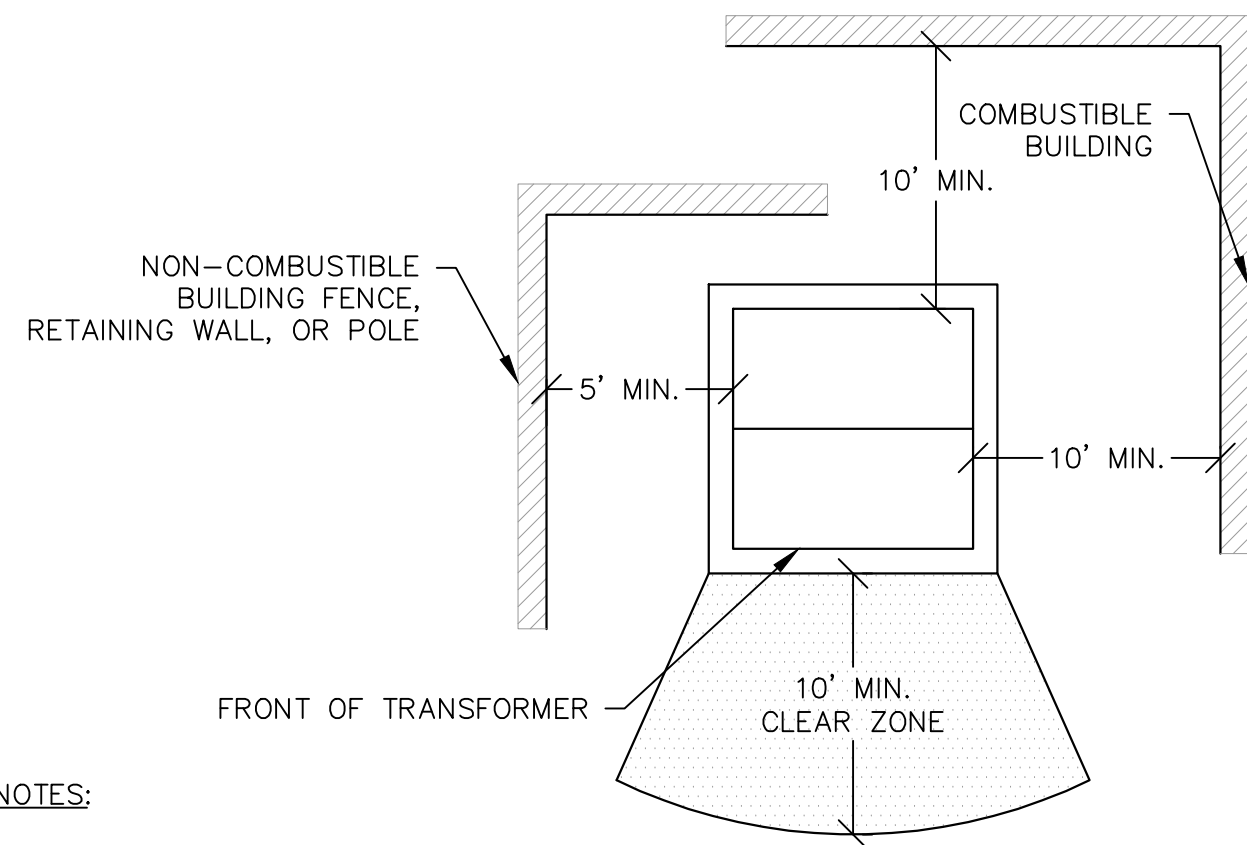
Professional Engineer (Civil)
SE/ED ZIA A. YASOBI
8902
8/27/2021
BY: JG

LAST SAVED: 8/27/2021 1:06 PM BY: JACOB'S PLOT BY VINCE ROJIX
F:\2017\17429_Midway_Lots-11-12\DWG\17429_CIVIL-GEACAD\17429_DETAILS.dwg



TRANSFORMER PAD REQUIREMENTS

(NOT TO SCALE)

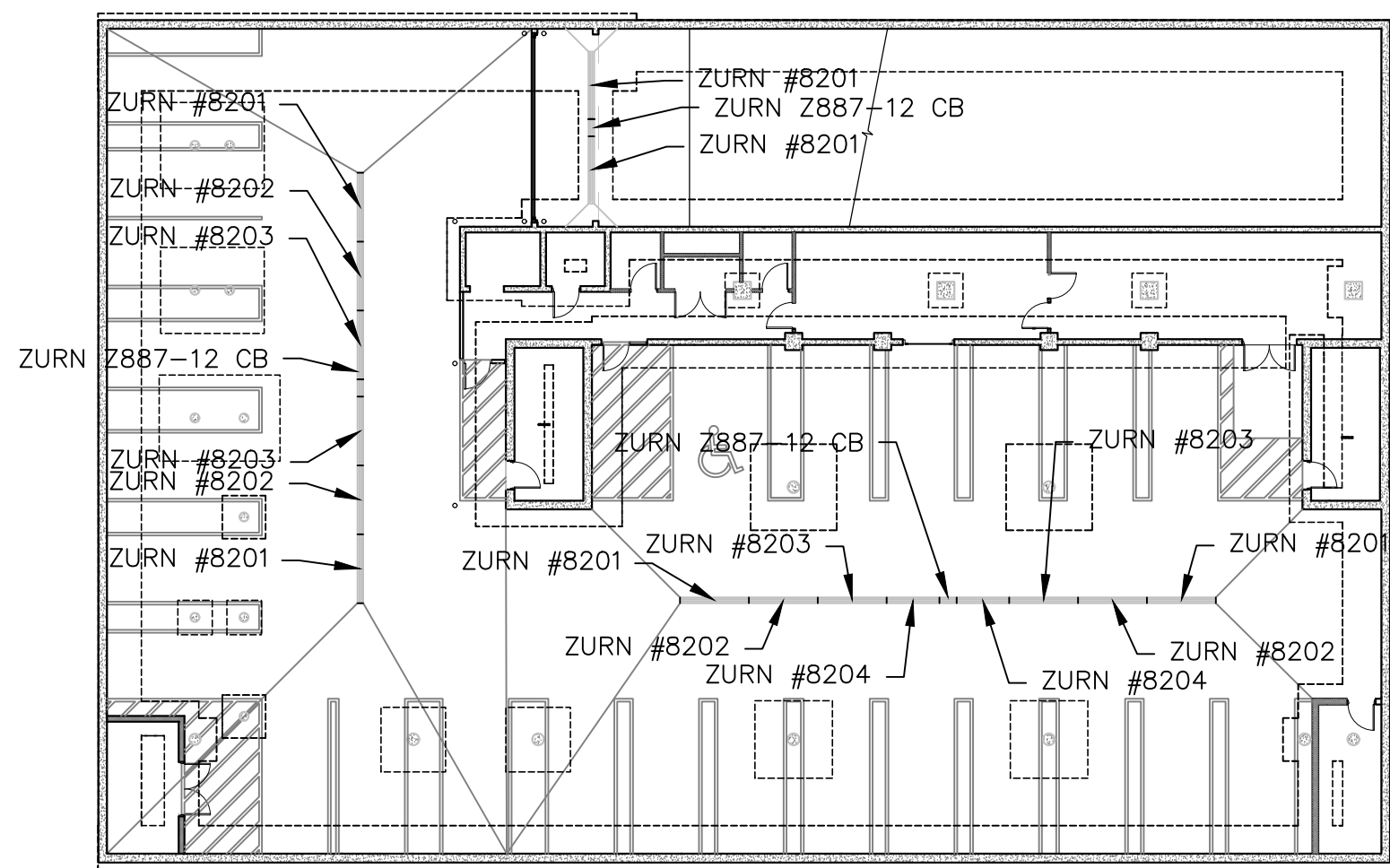


NOTES:

1. NO OBSTRUCTIONS ALLOWED OVER TRANSFORMER.
2. NO FOLIAGE MAY BE PLANTED WITHIN 10' OF THE DOOR OPENING OF A PAD MOUNTED TRANSFORMER OR VAULT.
3. CLEARANCES FROM COMBUSTIBLE MATERIALS MUST BE INCREASED, DEPENDING ON APPLICATION.
4. CLEARANCES MAY BE REDUCED FOR TRANSFORMERS FILLED WITH FR3 OIL.

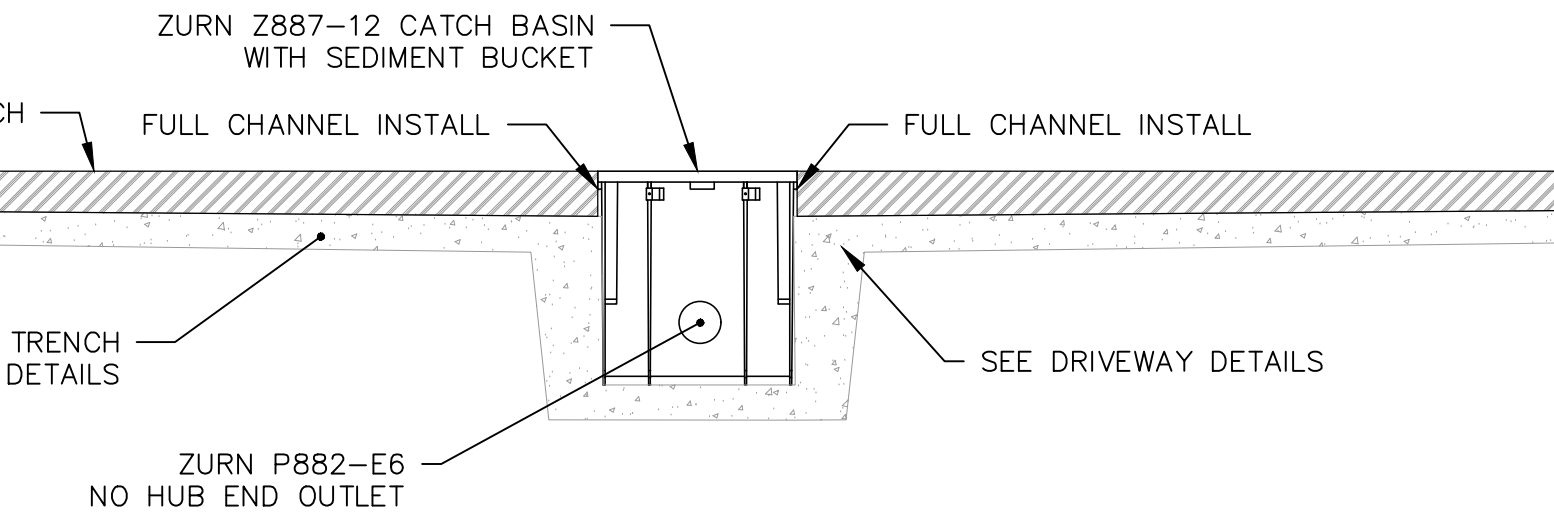
MINIMUM TRANSFORMER CLEARANCE REQUIREMENTS

(NOT TO SCALE)



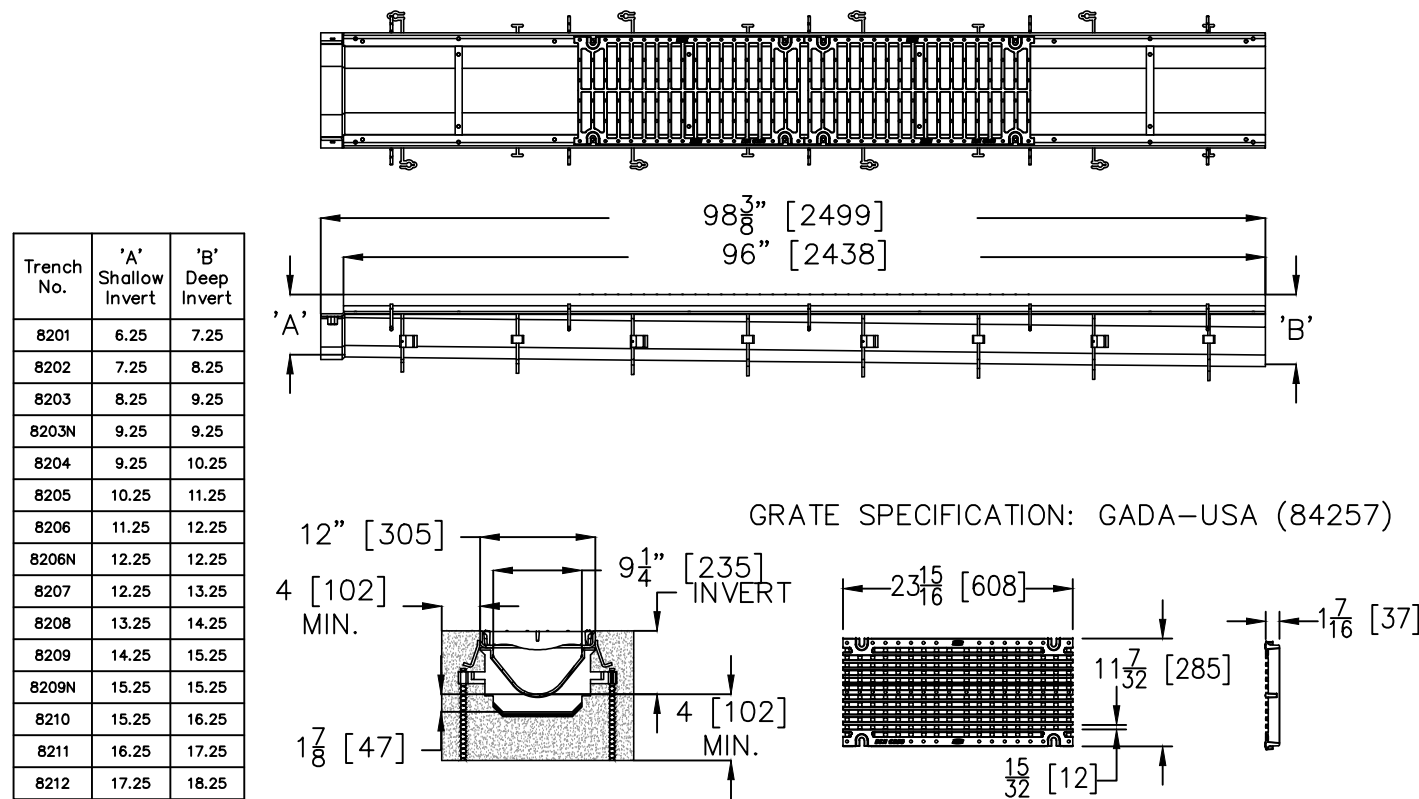
TRENCH DRAIN UNIT SCHEDULE

(NOT TO SCALE)



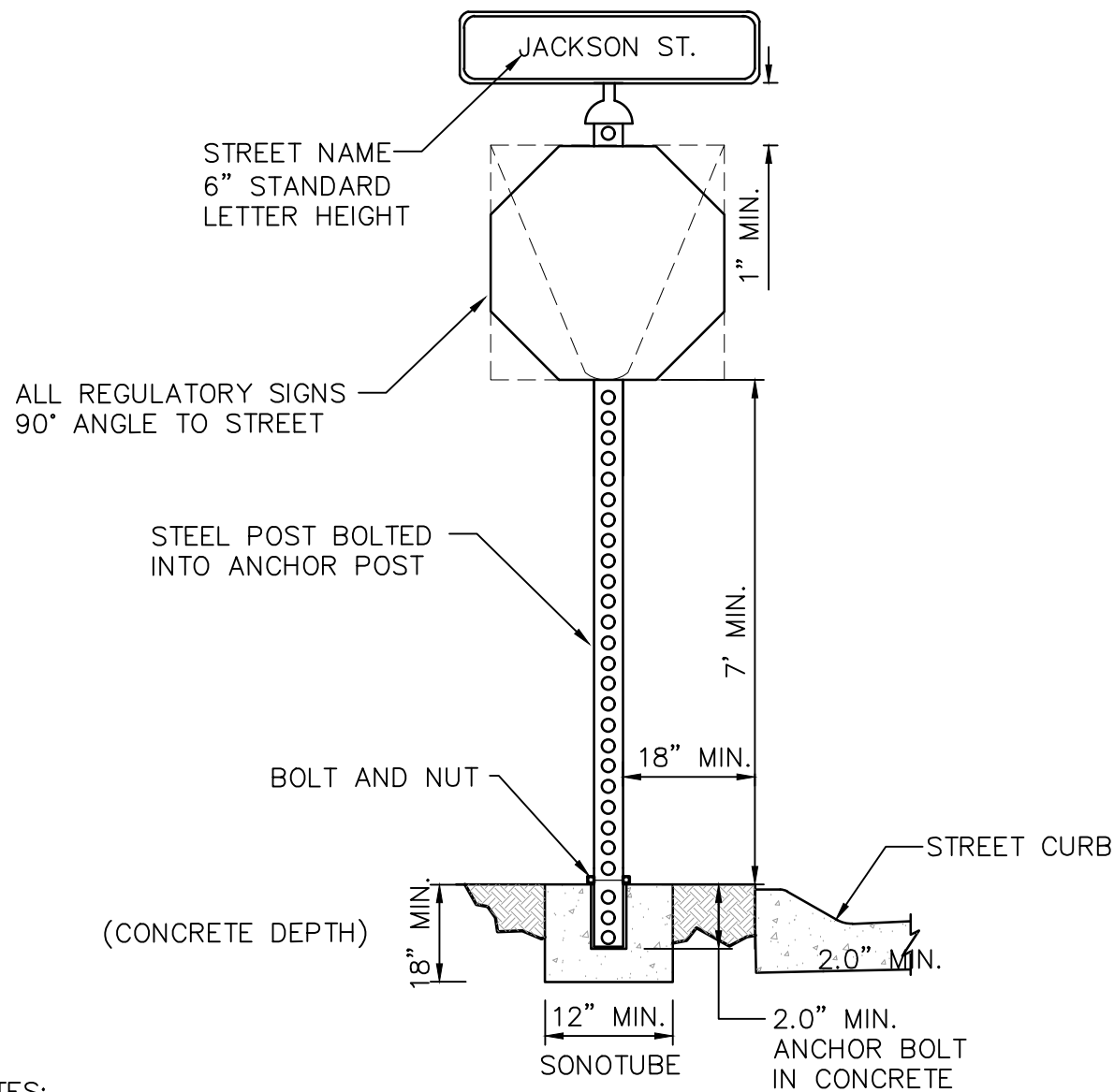
TRENCH CB CONNECTION SECTION VIEW

(NOT TO SCALE)



ZURN Z882 TRENCH DETAIL

(NOT TO SCALE)



NOTES:

1. ALL REGULATORY SIGNS SHALL BE DIAMOND GRADE .060" ALUMINUM.
2. SIZES SHALL MEET THE MIN REQUIREMENTS OF WYDOT AND MUTCD.
3. ALL OTHER SIGN FACE MATERIAL SHALL BE MIN. H.I.P. (HIGH INTENSITY PRIZMATIC) GRADE TYPES (REFLECTIVE)
4. POST SIZES & MATERIALS: POST-2" SQUARE PERFORATED STEEL POST POWDERCOATED BROWN.. ANCHOR POST-2 1/4" SQUARE SOLID STEEL ANCHOR POST. POSTS SHALL BE MIN. 12' IN HEIGHT AND SHALL BE TRIMMED OF EXCESS AFTER SIGN PLACEMENT.
5. HARDWARE-BOLTS & NUTS
6. STREET NAME SIGNS SHALL HAVE 6" WHITE LETTERING ON GREEN H.I.P. SHEETING, BE DOUBLE BLADED, AND BE NO LESS THAN 1" ABOVE STOP SIGNS AND/OR YIELD SIGNS.
7. MINIMUM EMBEDMENT OF ANCHOR POST SHALL BE 18" FROM GROUND LEVEL.
8. ALL SIGNS SHALL BE INSTALLED SUCH THAT THE FACE IS PERPENDICULAR TO THE DRIVE LANE.



STREET SIGN DETAIL

ST-104 DATE:11/30/12

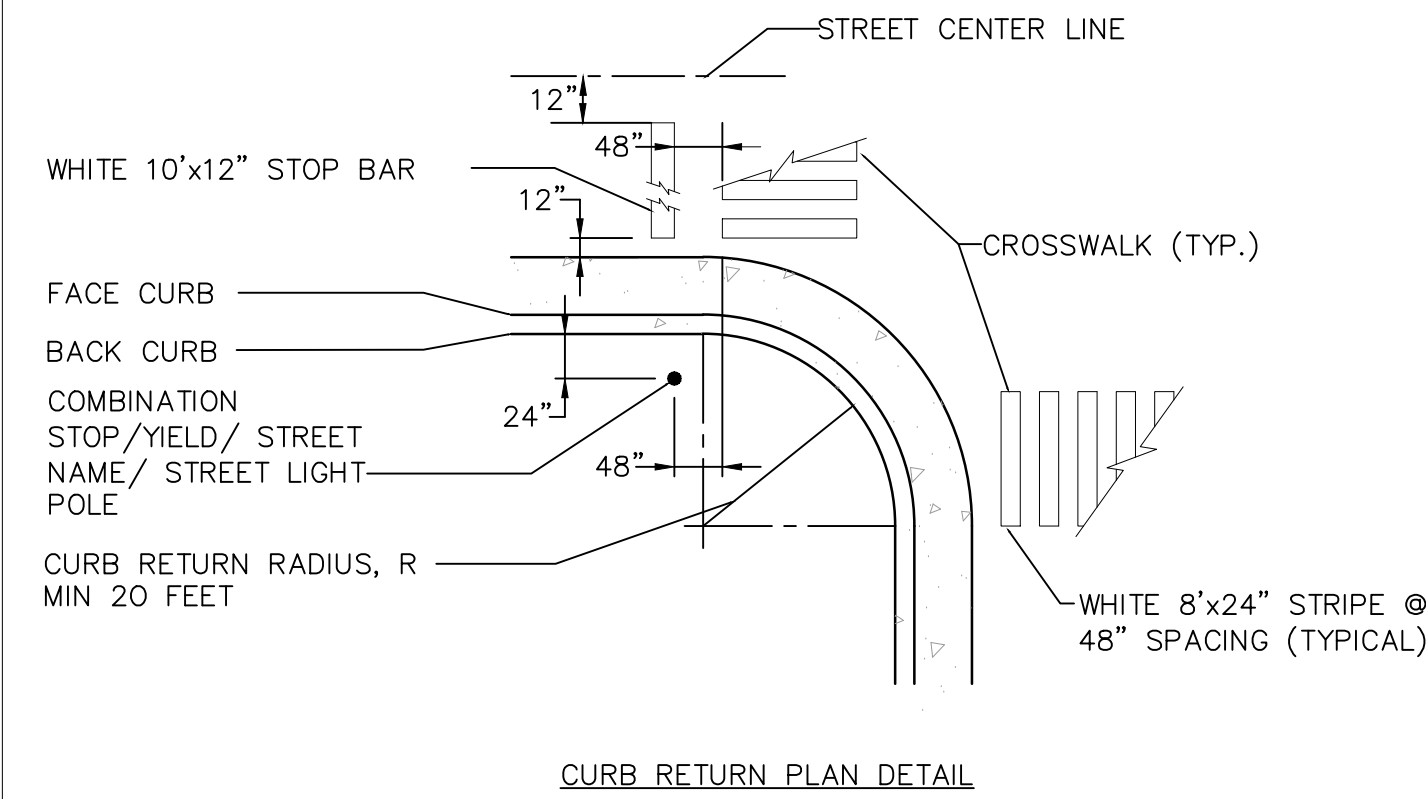
SCALE: NTS



STREET INTERSECTION

ST-101 DATE: 11/30/12

SCALE: NTS



NOTES:

1. PEDESTRIAN RAMPS SHALL BE PER TOWN STANDARDS AND CONFORM TO ALL ADA STANDARD REQUIREMENTS.
2. SIGNAGE PLACEMENT SHALL BE PER THIS DRAWING.
3. STREET LIGHTS SHALL BE PER TOWN STANDARDS.
4. CURB RETURN RADIUS (AT THE BACK OF CURB) SHALL BE 20' FOR ALL STREET DESIGNATIONS EXCEPT INDUSTRIAL, WHERE R SHALL EQUAL 30'.
5. CLEAR THROUGH ZONE MUST BE MAINTAINED AROUND ALL OBSTRUCTIONS, INCLUDING FIRE HYDRANTS, UTILITY POLES, GUY WIRES, PULL BOXES, NEWSPAPER BOXES, PHONE BOOTHS, ETC.
6. ALL OTHER INFRASTRUCTURE REQUIRED MUST BE APPROVED BY THE TOWN ENGINEER.

GLENWOOD & SIMPSON MIXED USE BUILDINGS

ARTS DISTRICT DEVELOPMENT, LLC

175 SOUTH GLENWOOD STREET, LOTS 11 & 12, BLOCK 2

SECOND WORT ADDITION, JACKSON WY, 83001

DETAILS 6

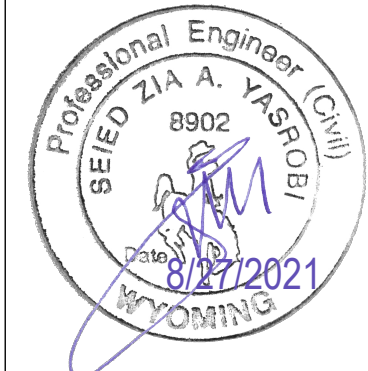
C3.6

DATE	DRAWING SET TITLE
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11/23/2020	CONST. DOC (REV. 7)
05/05/2021	CONST. DOC (REV. 8)
08/27/2021	CONST. DOC (REV. 9)
DRAWN BY: JG & PE	
CHECKED BY: VR	
JOB #: 17429	

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Legend

-  Sidewalks
-  Bicycle Parking
-  Curb & Gutter
-  Stormwater Manholes
-  Stormwater Inlets
-  Stormwater Piping

LOD Limits of Disturbance of asphalt roadway paving following grading and utilities construction

UGE Electrical Power

UGT Telephone

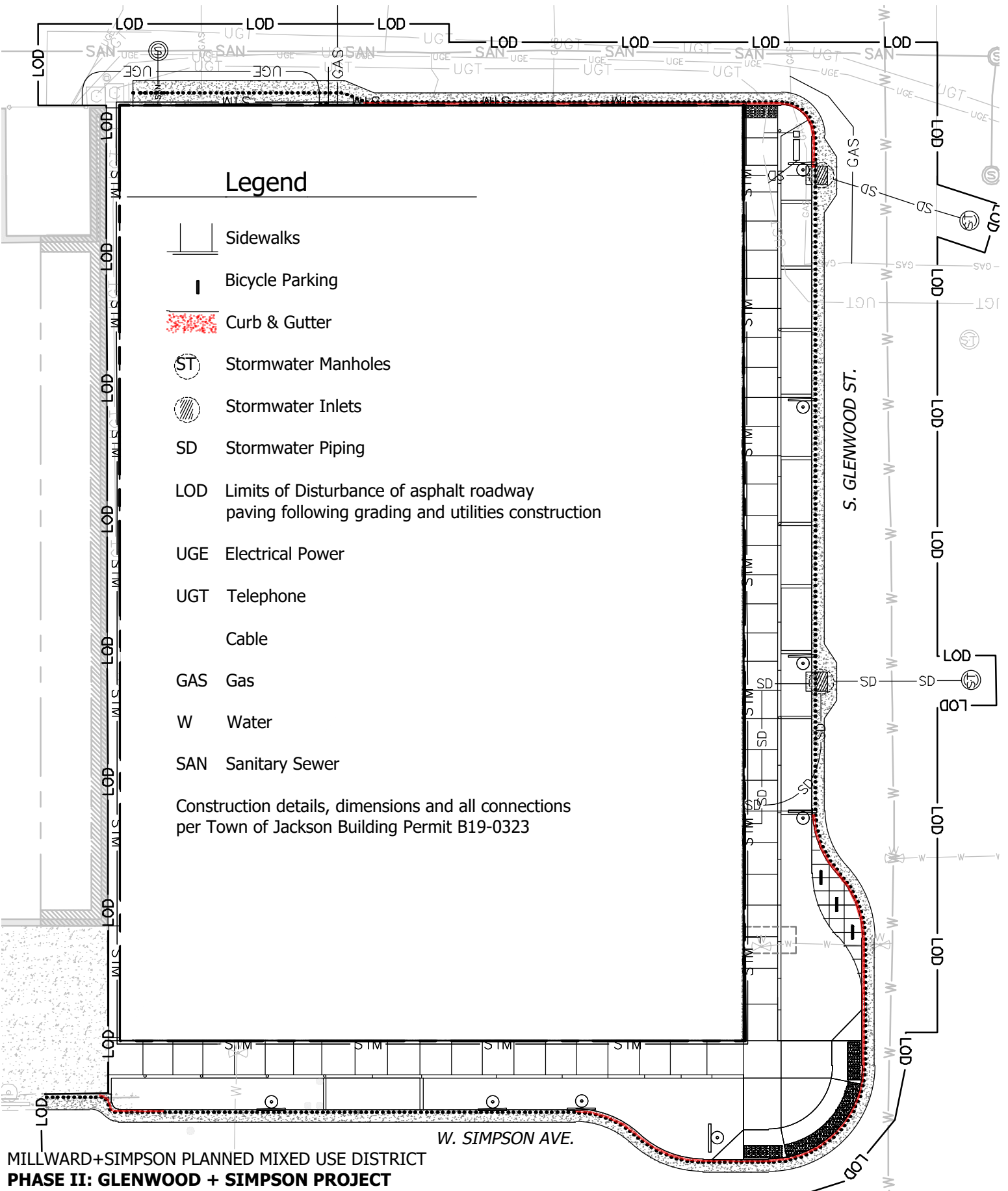
Cable

GAS Gas

W Water

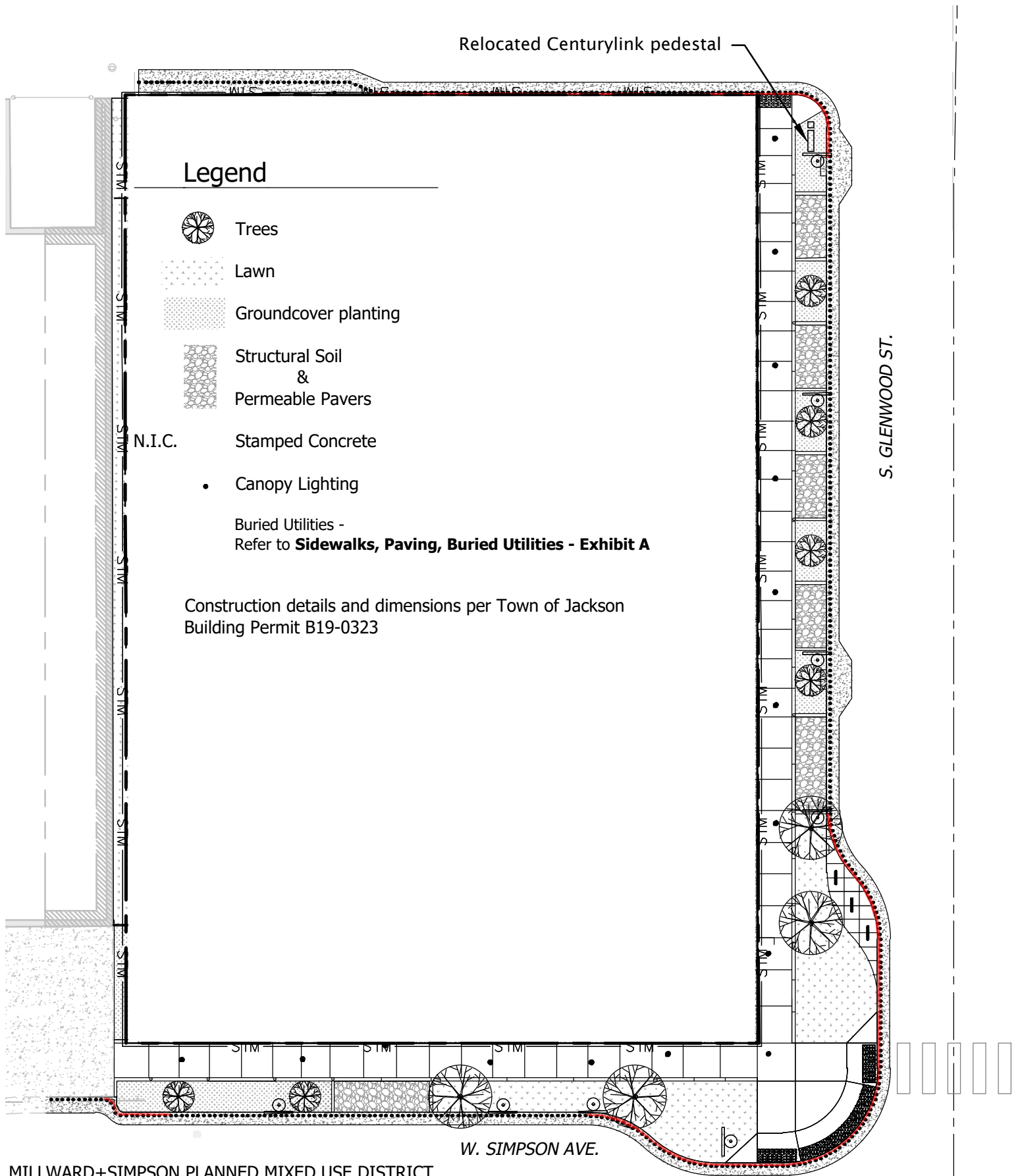
SAN Sanitary Sewer

Construction details, dimensions and all connections per Town of Jackson Building Permit B19-0323



MILLWARD+SIMPSON PLANNED MIXED USE DISTRICT
PHASE II: GLENWOOD + SIMPSON PROJECT
 EXHIBIT to DEVELOPMENT AGREEMENT
 Between ARTS DISTRICT DEVELOPMENT, LLC
 and the TOWN OF JACKSON.
 Exhibit prepared 2021-08-27

Glenwood+Simpson Infrastructure
 Sidewalks, Paving, Buried Utilities
EXHIBIT A



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), dated this 11TH day of SEPTEMBER 2020 ("Effective Date"), is entered into by and between Arts District West, LLC, a Wyoming limited liability company whose address is PO Box 10483, Jackson, WY 83002 ("Developer"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming whose address is PO Box 1687, Jackson, WY 83001 ("Town").

WHEREAS, Developer is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows, the "Subject Property," the development of which will be referred to in this Agreement from time to time as either the "Glenwood + Simpson Project" or the "Development":

Street Address: 175 South Glenwood Street

Location: Lots 11 & 12 of Block 2 of the Second Wort Addition to the Town of Jackson, according to the plat recorded as Plat 129 in the office of the County Clerk of Teton County, Wyoming.

PIDN: 22-41-16-33-1-08-004

WHEREAS, Developer is subject to an Approved Master Plan of the Town of Jackson, Wyoming and the Affidavit and Agreement relating to a Planned Mixed Use Development Master Plan pursuant to Ordinance No. 680, Section 2325 recorded in the Land Records of Teton County as Document no. 583871 at Book 480, Pages 638-760 and filed on December 3, 2002, and THAT on April 8, 2013 the Jackson Town Council, pursuant to Sub-Section C.2.f. of said now repealed Section 2325 of the Town of Jackson Land Development Regulations, approved an extension of the Millward and Simpson Planned Mixed-Use Development Master Plan, which extension was memorialized in that instrument titled "AFFIDAVIT AND AGREEMENT RELATING TO EXTENSION AND AMENDMENT OF A PLANNED MIXED USE DEVELOPMENT MASTER PLAN" of record in the Office to the Clerk of Teton County, Wyoming in Book 849 of Photo, pages 640-645, and that instrument titled "AFFIDAVIT AND AGREEMENT RELATING TO THE 1st AMENDMENT OF THE MILLWARD AND SIMPSON PLANNED MIXED USE DEVELOPMENT MASTER PLAN" of record in the Office to the Clerk of Teton County, Wyoming in Book 919 of Photo, pages 406-451, as amended; and

WHEREAS, Developer submitted a Final Development Plan, P18-156, for Phase II of the Glenwood + Simpson Planned Mixed Use Development, a new building consisting of four commercial spaces, ten short-term rental lodging units, three employee housing units, underground parking, improvements to the right-of-way, all of which was approved by the Jackson Town Council on August 20, 2018 (the "Final Development Plan"); and

WHEREAS, Developer, per the Final Development Plan, is required to construct certain improvements within the public rights-of-way known as South Glenwood Street and Simpson Avenue including sidewalks, curb & gutter, stormwater inlets and piping, road reconstruction and paving that shall be conveyed to the Town and the Glenwood + Simpson Infrastructure as defined herein (the "Phase II Improvements"), all of which are set forth in **Exhibit A**, by this reference made a part hereof; and

WHEREAS, Condition 13.b of the Building Permit B19-0323 approval provides that prior to construction of the Phase II improvements, Developer shall enter into a Development Agreement in order to finalize and clarify the responsibilities of the Developer and Town with regard to the construction, ownership and maintenance of sidewalks, landscaping, irrigation, permeable pavers, structural soils, stamped concrete, canopy lighting, and like improvements within the right-of-way, all as more specifically set forth herein; and

WHEREAS, the Town of Jackson and Developer desire to enter into this Agreement to memorialize their understanding regarding the Glenwood + Simpson Project.

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

1. ACKNOWLEDGMENT OF TOWN'S RIGHTS

Developer acknowledges the Town's exclusive rights, title, and interest in the public rights-of-way and that it cannot acquire any right, title, or interest in the public right-of-way now or hereafter.

2. DEVELOPER TO COMPLY

Developer shall comply with all local, state and federal laws, ordinances, permits, approvals and regulations, specifically including all requirements contained in Town of Jackson Land Development Regulations Section 7.2.2.A.1 (pertaining to Subdivision Improvements) and Section 8.2.11 (pertaining to Performance Bonds and Guarantees); the Town of Jackson Municipal Code; the Final Development Plan, as amended; and Building Permit (B19-0323) (the "Building Permit"), as amended; and the requirements of the Jackson Town Council.

All Phase II Improvements shall be constructed in compliance with Town of Jackson Construction Standards, the Wyoming Department of Environmental Quality Rules and Regulations, Wyoming Public Works Standards and Specifications, and the approved plans and specifications, (collectively, the "Glenwood + Simpson Construction Standards"). It is hereby understood and agreed by the Parties that the applicable rules, regulations and standards aforementioned shall be those in effect at the time the Building Permit is issued.

3. DEVELOPMENT PLAN REQUIREMENTS INCORPORATED

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

4. APPROVED BUILDING PERMIT PLANS AND SPECIFICATIONS INCORPORATED

Building Permit plans and specifications, as approved by the Town and maintained on file in the office of the Town Planning and Building Departments, and any revision of said Building Permit plans and specifications approved by the Town, hereby incorporated herein by reference as though fully set forth. All public improvement work required by Developer under this Agreement shall be in accordance with said Building Permit plans and specifications. A copy of said plans and specifications including revisions shall be kept on-site by the Developer's contractor.

5. GLENWOOD + SIMPSON INFRASTRUCTURE

Developer is required to construct improvements, generally described as the landscaped (plantings and pavers) areas within the rights-of-way bordering the Development and the relocation of an existing Centurylink pedestal. Developer has elected to construct with permeable pavers, structural soil, and a custom stamped concrete area within the rights-of-way (collectively the "Glenwood + Simpson Infrastructure"), as specifically shown on **Exhibit B**, attached hereto and by this reference incorporated herein. The following make up the Glenwood + Simpson Infrastructure:

- A. **LANDSCAPING:** Generally described as trees within grass strips and structural soil, all as set forth in Exhibit B, ("Landscaping").
 - i. **Installation:** Developer must install Landscaping as set forth in the approved Final Development Plan and Building Permit.
 - ii. **Cost:** The initial installation of the Landscaping and the perpetual maintenance of the Landscaping will be at no cost to the Town.
 - iii. **Maintenance:** The upkeep and maintenance of the Landscaping is the responsibility of the Developer. Maintenance of the Landscaping includes, but is not limited to, the irrigation system; the watering of; the planting and, as needed to maintain the standards set forth herein, the replanting of plants/trees; the upkeep of bedding and border materials; and all aspects of the original project in an attractive, presentable, and safe status consistent with Town levels of maintenance and upkeep.
 - iv. **Ownership:** The Developer shall own the Landscaping. Town reserves the right to assume ownership of the Landscaping by amending this Agreement, in accordance with the procedure prescribed in this Agreement, and Developer agrees to cooperate in executing the necessary amendment hereto. No reimbursement for cost set forth above in Section 5(A)(ii) shall be provided by the Town if it assumes ownership.
- B. **PAVERS:** Generally described as permeable pavers over structural soil, all as set forth in Exhibit B, ("Pavers").
 - i. **Installation:** Developer must install Pavers as set forth in the approved Final Development Plan and Building Permit.
 - ii. **Cost:** The initial installation of the Pavers and the perpetual maintenance of the Pavers will be at no cost to the Town.

- iii. Maintenance: The upkeep and maintenance of the Pavers is the responsibility of the Developer. Maintenance of the Pavers includes, but is not limited to, bedding material, structural soils, border material and all aspects of the original Paver installation in an attractive, presentable, and safe condition consistent with Town levels of maintenance and upkeep.
 - iv. Ownership: The Developer shall own the Pavers. Town reserves the right to assume ownership of the Pavers by amending this Agreement, in accordance with the procedure provided in this Agreement, and Developer agrees to cooperate in executing the necessary amendment hereto. No reimbursement for cost set forth above in Section 6(B)(ii) shall be provided by the Town if it assumes ownership.
 - v. Paver Replacement: If at the sole discretion of the Town, the Pavers are unable to be maintained in a safe condition consistent with Town levels of maintenance, the Developer shall remove the Pavers and install base and paver materials that meet Town Standards at no cost to the Town.
- C. CUSTOM CONCRETE SIDEWALK: Generally described as the stamped and colored concrete constituting the sidewalk located at the corner of Glenwood and Simpson at the entrance to the Development, all as set forth in Exhibit B "Custom Concrete Sidewalk").
 - i. Installation: Developer may install a Custom Concrete Sidewalk.
 - ii. Cost: The initial installation of the Custom Concrete Sidewalk will be at no cost to the Town.
 - iii. Maintenance: The upkeep and maintenance of the Custom Concrete sidewalk is the responsibility of the Town.
 - iv. Ownership: After acceptance pursuant to this Agreement, the Town shall own the Custom Concrete Sidewalk.
 - v. Custom Concrete Sidewalk Repair and/or Replacement: If the Custom Concrete Sidewalk that is constructed under this Agreement needs to be repaired and/or replaced, the Town will repair and/or replace said Custom Concrete Sidewalk only to the level of the Town of Jackson Construction Standards. If Developer desires to repair or replace the Custom Concrete Sidewalk, as constructed and set forth in accordance the Building Permit, Developer shall pay all costs associated with said repair or replacement of custom concrete. If the Town will repair and/or replace the Custom Concrete Sidewalk it will provide Developer notice thereof.
- D. CENTURYLINK PEDESTAL RELOCATION: Generally described as the removal of a major CenturyLink pedestal that encroaches on the Glenwood sidewalk at the north end of the Development and the and relocation thereof, all as set forth in the Building Permit ("Centurylink Pedestal Relocation"). The Developer is required to move it to a location on the Subject Property.
 - i. Removal: Developer must remove the Centurylink Pedestal from the Town of Jackson right-of-way.
 - ii. Cost: The Centurylink Pedestal will be removed from the Town of Jackson right-of-way and all necessary easements will be recorded at no cost to the Town.
 - iii. Maintenance: No maintenance is required after removal of the Centurylink Pedestal.
 - iv. Ownership: Centurylink shall own the utilities and Developer will grant and record any necessary easements.

- E. UNDERGROUND ELECTRICAL POWER, TELEPHONE, CABLE TELEVISION, AND GAS FACILITIES: All electrical power, communication, and gas facilities within the Subject Property shall be installed underground, except i) above-ground facilities necessary to serve underground facilities, ii) other installation(s) of peripheral overhead electrical transmission and distribution feeder lines, or iii) other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines. Developer understands and agrees that any and all said facilities that are to be constructed within or under any street shall be in place prior to the construction of the surface improvements. Developer affirms that the public and private utility companies providing the said services and facilities to and within the Subject Property have been directly consulted by Developer through its officers, agents, or employees and that Developer is informed as to the approximate cost to Developer of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the Phase II Improvements.

6. FINANCIAL ASSURANCE

The Phase II Improvements required by this Agreement, as estimated by a professional engineer licensed in the State of Wyoming or by a contractor licensed in the Town of Jackson on behalf of the Developer, and as approved by the Town Engineer, is attached hereto as **Exhibit C** and by this reference made a part hereof. Developer has deposited with the Town, contemporaneously upon mutual execution of this Agreement, an irrevocable letter of credit, performance and payment bond, or funds in escrow, or some combination of the foregoing, or other equivalent financial assurance or commitment approved by the Town Council. Such Financial Assurance is in the amount of one hundred and twenty-five percent (125%) of the amount set forth in Exhibit C (the "Financial Assurance") and such Financial Assurance amount shall be released as portions of the work are completed and reasonably approved for release by the Town Engineer pursuant to the Agreement and as provided in Section 8.2.11.G of the Land Development Regulations for the Town of Jackson, Wyoming. Improvements shall be engineered, designed, constructed, and installed solely at Developer's own cost.

7. TIMING FOR POSTING OF FINANCIAL ASSURANCE AND CONTINUATION OF CONSTRUCTION

The Town acknowledges receipt of adequate Financial Assurance to secure Developer's completion of the Phase II Improvements as referenced in the Recitals and including the Glenwood + Simpson Infrastructure as referenced in Section 4 above.

8. TIME FOR COMPLETION:

Developer agrees to install all Phase II Improvements as required pursuant to this Agreement and further agrees that all such work for all Phase II Improvements shall be fully completed within twenty-four (24) months following the issuance of a Building Permit for the construction of said Phase II Improvements. Notwithstanding the foregoing, upon written request of Developer made to the Town and is extended pursuant to the Jackson Municipal Code and Land Development Regulations.

9. DEVELOPMENT COORDINATION:

The contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the Phase II Improvements required herein. Developer shall notify the Town Engineer when the Phase II Improvements shall be installed. Permits for work in the right-of-way may be required.

The contact person representing the Developer shall be the Project Manager at New West Building Company, the Owner's Representative, who shall have general responsibility for coordinating development of the Phase II Improvements required herein.

Developer, its contractor, or subcontractors, shall notify the Town Engineer when Phase II Improvements shall be installed, when testing is to occur, for interpretation of the approved plans and specifications, when material discrepancies are observed, and at any other time deemed necessary in the reasonable judgment of the Developer.

The foregoing contacts and/or contact information may be changed or updated by either the Town or the Developer upon written notice to the other party hereto.

10. PERFORMANCE TESTING AND INSPECTION:

Developer shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same, the provisions of the Land Development Regulations, Jackson Municipal Code and the Glenwood + Simpson Construction Standards. Developer shall be required to complete all construction work and necessary performance tests on installed Phase II Infrastructure prior to acceptance by the Town, provided that Town shall administer acceptance of such installed Phase II Improvements consistent with the provisions of the Land Development Regulations, Jackson Municipal Code and the Glenwood + Simpson Construction Standards.

Developer shall be required to retain a Town approved, in its reasonable discretion, State of Wyoming licensed engineer to perform and/or monitor all construction and testing required per the Glenwood + Simpson Construction Standards. The Town hereby approves Y2 Consulting to serve in such role. Testing shall include but is not limited to pressure testing, disinfection, water quality testing, leak testing, video inspection, moisture and density compaction testing, concrete testing, amongst other things.

The Developer's engineer shall be responsible for the preparation of daily inspection reports and test results, including when requested and as construction milestones are reached (e.g., pressure testing and the like) as provided for in the Glenwood + Simpson Construction Standards, and such information shall be submitted to the Town Engineer as requested but prior to final engineering approval.

Developer shall notify the Town Engineer at least two (2) business days prior to the commencement of any performance test, placement of pavement, or placement of concrete such that a representative of the Town can be present at the test or placement. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction.

11. RELEASE OF FINANCIAL ASSURANCE:

As improvements are completed, the Developer may submit a written request to the Town Engineer for a release of part or all of the Financial Assurance as set forth in **Exhibit C** attached hereto. Upon inspection and approval, the Town Engineer shall release the requested amount or a percentage of the requested amount of the Financial Assurance upon the terms and conditions set forth in this Agreement, and including as provided in Section 8.2.11.G of the Land Development Regulations for the Town of Jackson, Wyoming. If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or further construction may damage completed infrastructure, the Town Engineer shall furnish the Developer a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure acceptance at the completion of all construction related activities. If the Town Engineer reasonably determines that the Developer has not constructed any or all of the improvements in accordance with Glenwood + Simpson Construction Standards and/or requirements, the Town Engineer shall draw and expend from the Financial Assurance such funds as may be necessary to construct the improvements in accordance with the approved plans and specifications and/or requirements. Release of the Security does not constitute certification of compliance with the Glenwood + Simpson Construction Standards or any applicable code or other requirement or a release of the responsibility of the Developer.

12. ACCEPTANCE:

The Town agrees to accept the Phase II Improvements only upon acceptable completion thereof as set forth in the Building Permit, the satisfactory testing and inspection of said Phase II Improvements as set forth in this Agreement, and the satisfaction of the acceptance criteria set forth in this Agreement.

Prior to acceptance, the Town shall not have any responsibility with respect to any street, utility, or other improvement constructed by Developer, nor shall the Town exercise any control over the Phase II Improvements until accepted, notwithstanding the use of the same by the public or in the case of an emergency.

Criteria for acceptance by the Town:

- A. *Request for acceptance.* Upon completion of the Phase II Improvements in accordance with the Glenwood + Simpson Construction Standards, the Building Permit, and the Development Plan, the Developer may request acceptance by the Town in the form of a final engineering inspection for the Building Permit prior to issuance of the certificate of occupancy. The request for acceptance shall include all outstanding submittals required by this Agreement, the Building Permit, and the Development Plan for review.
- B. *Submittals.* Prior to acceptance of any Phase II Improvements, the following must be submitted to the Town Engineer for approval, in their reasonable judgment:
 - i. Legally recorded documents of all easements and those easements to be recorded at acceptance; and

- ii. A certification that, except as hereinafter provided, there are no outstanding judgements, liens, or encumbrances on the Phase II Improvements, on any infrastructure including all appurtenances, or on land upon which the Improvements are located; provided that if there is a construction mortgage on the Phase II Improvements or infrastructure, then the Developer will obtain the mortgagee's consent to such transfer and/or subordination agreements with respect to any utility easements related thereto; and provided further that in the event Developer is in good-faith disputing the scope or validity of any liens arising out the work associated with construction of such Improvements, Developer shall be permitted to continue such dispute on the condition that it provides the Town with reasonably acceptable security or assurance against loss of such Improvements based upon resolution of such dispute; and provided further that the lien of accrued real property taxes not yet delinquent shall not be deemed to violate this provision, the same remaining Developer's obligation to pay when due following acceptance; and
- iii. Field-verified survey record drawings and specifications of the Phase II Improvements being transferred in accordance with the following:
 - a. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the Phase II Improvements and property boundaries, GIS Shape files, and in any other format reasonably deemed suitable by the Town Engineer; and
 - b. Record drawings shall show all Phase II Improvements constructed including but not limited to, easements, water valves, fire hydrants, water service locations, storage tanks, pump stations, PRV vaults, sewer service locations, manholes, manhole rim and invert elevations, lift stations, streets, drainage, sidewalks, and any other relevant facilities; and
 - c. The surveyor, date of survey, coordinate system and datum used for the project shall be noted on the plans. Two permanent benchmarks with coordinates, elevations, and ties to a nearby public lands survey monument; and
 - d. Each sheet of the plans shall be noted as a RECORD DRAWING; and
 - e. Certification. A certification by the project engineer shall appear in substantially the form below on the face of the record drawings; and

RECORD PLANS CERTIFICATE:

These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted. (Engineer's Signature) (Engineer's Name, Printed) (Date) (Wyoming P.E. No) or signed and dated stamp.

- iv. Operation, maintenance, and parts manuals; motor plate information, serial numbers, etc. for all electrical and mechanical equipment included in the Phase II Improvements, submitted in the quantity and format reasonably deemed suitable by the Town Engineer; and
 - v. Submittal of all final inspection and testing reports as set forth in the Glenwood + Simpson Construction Standards; and
 - vi. A digital copy of the sewer main video inspections and reports (if applicable); and
 - vii. A warranty bond as specified in this Agreement; and
 - viii. Certified statement of the cost of the Phase II Improvements; and
 - ix. Copy of the DEQ permit to Construct and Certificate of Completion.
- C. *Final inspection.* Upon receipt of a written request for acceptance from the Developer, the Town Engineer, and other appropriate government agencies, within thirty (30) days will conduct a final inspection of the Phase II Improvements. The Town Engineer will furnish a written list of any deficiencies noted, including a reasonably detailed description of such deficiencies to enable Developer to correct the same. The Town Engineer will base the inspection on compliance with the Glenwood + Simpson Construction Standards, the Building Permit, and the Development Plan, as required by the Town of Jackson Land Development Regulations and the Jackson Municipal Code.
- D. *Acceptance and Conveyance.* Upon (1) satisfactory completion of all construction and correction of any deficiencies noted in the final inspection, (2) compliance with the Glenwood + Simpson Construction Standards, the Building Permit, and the Development Plan, as each may be amended, and all other standards and procedures set forth in this Agreement, all as certified by a Town-approved engineer licensed in the State of Wyoming, and (3) approval by the Town Engineer, and other appropriate government agencies, the Developer shall thereafter:
- i. Convey to the Town the Phase II Improvements, and
 - ii. As necessary grant easements to the Town and/or utility companies on terms and conditions mutually acceptable to Developer and the Town and/or utility in the actual locations of the said utility improvements and infrastructure as located by a final survey thereof.

Acceptance will be final, and the Phase II Improvements will be conveyed to the Town upon approval of the Final Engineering inspection by the Town.

- E. *Responsibility to maintain.* Upon acceptance by the Town, responsibility for the Phase II Improvements and Glenwood + Simpson Infrastructure shall be assumed by the appropriate Party as set forth in this Agreement; provided however that the Developer or the contractor constructing the Improvements on behalf of the Developer, shall be subject to a warranty from the time of acceptance by the Town in accordance with this Agreement.

13. WARRANTY:

All Phase II Improvements required pursuant to this Agreement shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two (2) years from the date of Certificate of Occupancy, which shall be for the benefit of the Town and this obligation shall survive any release of Financial Assurance by the Town ("Warranty Bond"). The Developer shall post the Warranty Bond to secure the warranties equal to one hundred and twenty-five percent (125%) of the total estimated cost of construction of the Phase II Improvements.

14. INSURANCE AND INDEMNIFICATION:

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

Developers, and its successors in interest and assigns, shall defend, hold harmless and indemnify the Town, and its respective elected officials, officers, agents, and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all claims, loss, damage, injury, actions, causes of action and liability of every kind and nature (including the fees and costs of counsel) incurred by or asserted against any Indemnified Party/ies in connection with, arising out of, in response to, whether directly or indirectly, the construction, use, and/or maintenance of the Glenwood + Simpson Infrastructure, and of or from any of Developer's operations and activities thereon or connected thereto. Notwithstanding the foregoing, this Section shall not be construed to and shall not impose an obligation to indemnify and save harmless the Town or any of its elected officials, officers, agents or employees from any claim, loss, damage, liability or expense arising from any gross negligence by the same. The Town will give the Developer notice of any claims against it arising from or related to such Glenwood + Simpson Infrastructure and the Developer will be kept fully informed and advised of material matters relating to the defense and handling of such claim by the Town, its insurers, or its attorneys. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Town in relation to such claims under the Wyoming law. This Section shall survive termination.

15. NOTICES

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

Town: Town of Jackson
Attention: Town Engineer
P.O. Box 1687
Jackson, WY 83001

Developer: Arts District West, LLC
Attention: Manager
PO Box 10483
Jackson, WY 83002

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

16. BINDING EFFECT OF AGREEMENT; MODIFICATIONS

This Agreement shall be recorded in the Teton County Clerk's Office at the sole expense of Developer and run with the land, and shall inure to the benefit of and be binding upon the successors and assigns of the Parties. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

17. TITLE AND AUTHORITY

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

18. SEVERABILITY

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

19. NO THIRD-PARTY BENEFICIARY

This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns, and no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

20. HEADINGS

Headings used in this Agreement are for convenience only and shall not be deemed to constitute a part hereof, and shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

21. RECORDING

This Agreement shall be executed upon its approval by the Jackson Town Council and shall thereupon be filed with the Town Clerk and recorded in the Land Records of Teton County, Wyoming.

22. GOVERNING LAW AND FORUM

This Agreement shall be governed by the laws of the State of Wyoming. This Agreement shall be construed in accordance with the laws of the State of Wyoming. The parties agree that the Courts of the State of Wyoming and the Federal Courts of the United States located in the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

23. COUNTERPARTS

This Agreement may be signed in separate counterparts which will be treated as one Agreement.

24. GOVERNMENTAL IMMUNITY

The Town of Jackson does not waive its governmental immunity by entering into this agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

25. ENTIRE AGREEMENT:

The parties intend this statement of their Agreement, specifically including the Recitals, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

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

Hailey M. Levinson
~~Pete Muldoon, Mayor~~
Hailey Morton Levinson

ATTEST:

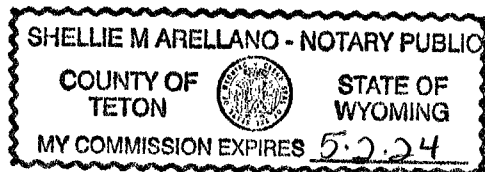
Sandra P. Birdyshaw
Sandra P. Birdyshaw, Town Clerk
Lynsey Lenamond



STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson
Lynsey Lenamond ~~Pete Muldoon~~, as the Mayor of the
Town of Jackson, Wyoming, and by Sandra P. Birdyshaw, as the Town Clerk of the Town of Jackson,
Wyoming, who are each personally known to me or has each established their identity and
authority to me by reasonable proof, this 13th day of September, 2021.

WITNESS my hand and official seal.



Shellie M. Arellano
Notary Public
My commission expires: 5.2.24

ARTS DISTRICT WEST, LLC
a limited liability company
of the State of Wyoming

Signature
By: Stephen C. King
Its: Manger

Florida
STATE OF ~~WYOMING~~)
Walton) ss.
COUNTY OF ~~TELLON~~)

The foregoing instrument was acknowledged before me by Stephen King, as
_____ of _____, Wyoming, who is personally known to me
or has established their identity and authority to me by reasonable proof, this 23 day of
Aug 2021.

WITNESS my hand and official seal.

Signature
Notary Public
My commission expires: 2-3-2023

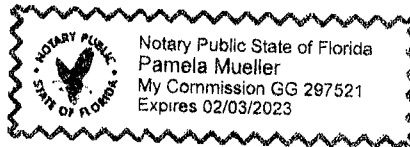


Exhibit A

Legend

-  Sidewalks
-  Bicycle Parking
-  Curb & Gutter
-  Stormwater Manholes
-  Stormwater Inlets
-  Stormwater Piping

LOD Limits of Disturbance of asphalt roadway paving following grading and utilities construction

UEP Electrical Power

UGT Telephone

Cable

GAS Gas

W Water

SAN Wastewater

Construction details, dimensions and all connections per Town of Jackson Building Permit B19-0323

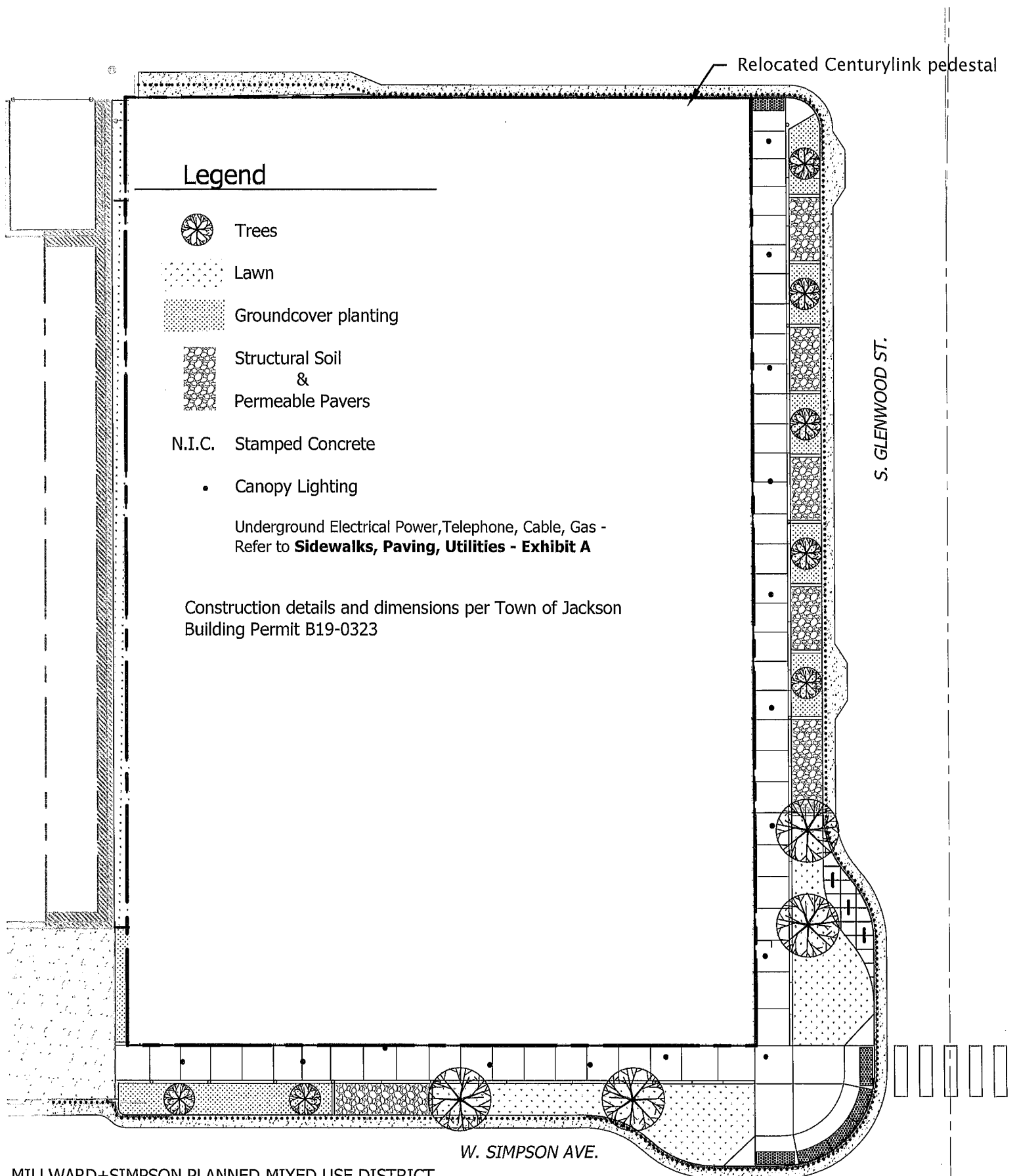
MILLWARD+SIMPSON PLANNED MIXED USE DISTRICT
PHASE II: GLENWOOD + SIMPSON PROJECT

EXHIBIT to DEVELOPMENT AGREEMENT
 Between ARTS DISTRICT DEVELOPMENT, LLC
 and the TOWN OF JACKSON.

Exhibit prepared 2020-09-03

Phase II Improvements
 Sidewalks, Paving, Utilities
EXHIBIT A

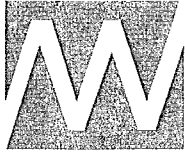
Exhibit B



MILLWARD+SIMPSON PLANNED MIXED USE DISTRICT
PHASE II: GLENWOOD + SIMPSON PROJECT
 EXHIBIT to DEVELOPMENT AGREEMENT
 Between ARTS DISTRICT DEVELOPMENT, LLC
 and the TOWN OF JACKSON.
 Exhibit prepared 2020-09-22

Glenwood+Simpson Infrastructure
 Sidewalks, Landscaping, Lighting
EXHIBIT B

Exhibit C



new west building company

Glenwood + Simpson Project - The Development Agreement

Exhibit C

Infrastructure Improvements:

IMPROVEMENTS	\$ VALUE
Pavers	5,000.00
Curb & Gutter	9,000.00
Custom Concrete	
Sidewalk	15,000.00
Stormwater Inlets	5,000.00
Road Reconstruction/ Paving	6,000.00
CenturyLink Pedestal Relocation	60,000.00
Underground Utilities	10,000.00
Total	110,000.00
	<u>1.25</u> x
Bonding	137,500.00

Bonds already in place:

Demo Permit	5,000.00
Landscape	39,781.25
	<u>44,781.25</u>

*backed by First Interstate Bank irrevocable letter of credit
(beneficiary: Town of Jackson)*

"

Michael Bilger
Project Manager
New West Building Company

3520 South Park Drive
Jackson, WY 83001

newwestbc.com
307-203-2460

P.O. Box 13308
Jackson, WY 83002

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Traditional Christmas Eve Service	Public Comment:	Yes - Consent

Purpose & Policy Considerations.

The Mayor and Council approve all special event applications requesting the use of the Town Square.

Requested Action.

Staff is requesting Town Council consider the special event application submitted by Tribe JH to host a Traditional Christmas Eve Service in the Town Square.

Recommendations.

Staff recommends the approval of the application, subject to the conditions and restrictions listed in this staff report.

Background.

Tribe JH, an independent non-denominational church, has submitted a special event application for permission to host a Traditional Christmas Eve Service in the Town Square on Friday, December 24 between the hours of 6:30pm and 7:30pm. The applicant indicates that this is a “traditional, all-community Christmas Eve service to gather locals and visitors for an outdoor service.

The applicant has indicated that they have a small sound pod and speakers for outdoor events. They are requesting the use of 1 amplified guitar, 1 violin and a vocal mic for carols and the service message. They are requesting to set up a riser platform measuring 8 feet by 16 feet and 24 inches high. They have requested that attendees would be allowed to bring and set up lawn chairs for the service. They have also requested the use of tall outdoor propane heaters that would be supplied by Canvas Unlimited.

On the evening of December 24th several events have historically been approved in the Town Square including the Chamber of Commerce’s “Santa on Town Square”, Grand Teton Skating Association’s “Winter Wonderland” and the Community Bible Church’s “Caroling on the Town Square.” The applicant has reached out to the organizers of these different events and no concerns were expressed and Tribe JH has agreed to work with each of these organizations to avoid any conflict. There is typically an ice rink in the western quadrant and holiday displays in the eastern quadrant. Tribe JH is amenable to locating in either the southern or northern quadrant of the Town Square.

The applicant requests the following:

- Permission to set up a riser stage in the Town Square on Friday, December 24, 2021.
- Permission for amplified sound in the Town Square between 6:30pm and 7:30pm on Friday, December 24, 2021.
- Permission to access electricity in the Town Square.

Analysis.

The application has been submitted for review and comment to all Town departments. The operating plan for this event has been reviewed by the Teton County Health Department and Town staff to ensure that the event complies with state and local health orders, Center for Disease Control guidelines, as well as Town the special event policy with COVID-19 considerations. The Town of Jackson does not have a policy regarding religious services in the Town Square.

Possible Alternatives.

The applicant has not provided any possible alternatives.

Comprehensive Plan & Priority Alignment.

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities. Principle 4.4 – Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood. The Town has traditionally served as the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.

\$27.00 Special Event Application Fee

Staff Impact.

The following staff impacts have occurred and/or would be anticipated if the event is approved:

- Special event processing (30 minutes)
- Departmental reviews (approximately 3 hours)
- Staff report preparation (1 hour)
- Follow-up (30 minutes)

Conditions and Restrictions.

Should Council wish to approve this application, staff recommends that approval be subject to the following conditions and restrictions:

1. The applicant shall adhere to all federal, state or local health orders in place throughout the period of operation.
2. The applicant shall adhere to the Town of Jackson's Special Event Policy with COVID-19 Considerations.
3. The applicant will work with the Teton County Health Department in efforts to implement practices that help mitigate the potential spread of COVID-19.
4. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
5. Applicant shall coordinate all use of the Town Square with the Parks & Recreation Department.
6. All power needs and irrigation locates must be coordinated with Parks & Recreation at least five (5) business days prior to set up of the event; otherwise, no stakes for tents or any other item may be placed in the ground (733-5056).
7. There shall be no alterations to the amenities to the park without prior approval from the park superintendent.
8. Vehicles may not be driven into the park.
9. All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

10. No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.
11. All event banners shall be subject to the approval of the Planning and Building Department.
12. Applicant shall abide by all Fire Department restrictions and specifications including those concerning temporary tents (over 400 square feet) and portable heaters.
13. The applicant and all participants shall conduct all activities in a responsible, professional and timely manner.

Attachments or Links.

Special Event Application

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

I move to approve the special event application made by Tribe JH to host the Traditional Christmas Eve Service special event, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: Traditional Christmas Eve Service

Name of Organization: Tribe

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

Mailing Address: PO Box 6818

City: Jackson State: WY Zip Code: 83002

Name of Person Completing Application: Lissa Hunter

Email Address: lissa@tribejh.com

Work Phone: 3076905053 Cell Phone: _____

EVENT INFORMATION

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

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

Traditional All-Community Christmas Eve Service, to gather locals and visitors for an outdoor

Location of Event: Town Square Alternative Location: _____

Date(s) of Event: Dec 24th, 6PM Event Operating Hours: _____

Event Set Up Begins Date: December 24, 2021 Time: 5PM

Event Clean Up Ends Date: December 24, 2021 Time: 7PM

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: _____ Total Event: ⁵⁰⁻⁷⁵ _____

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: Brian Hunter Cell Phone: 3076998989

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

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

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

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

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

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

50-75 people gathered to sing carols and hear the story of Christmas

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☒ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: Access to one electrical outlet

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request:

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☒ Yes ☐ No

If "Yes", please indicate times: Start Time: 5:30PM Finish Time: 7:00PM

Will your event feature any musical entertainment? ☒ Yes ☐ No

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

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☒ Yes ☐ No

If "Yes", have you completed a sign permit application? ☐ Yes ☒ No

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets: _____ Number of ADA Accessible Portable Toilets: _____

If "No", please explain: The Event is 1 hour total and will have 75 or under participants

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

Restroom Company:

Restroom Drop off / Pick Up Date for Drop Off: _____ Time for Drop Off: _____

Date for Pick Up: _____ Time for Pick Up: _____

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☒ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☐ No

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

How many trash receptacles will be supplied for your event? _____

When will the trash receptacles be delivered? _____

When will the trash receptacles be picked up and removed from site? _____

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

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

When will these recycling receptacles be delivered? _____

When will recycling receptacles be picked up and removed from site? _____

Describe your plan for collection and removal of recyclable materials during your special event: _____

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes

☒ No

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

We held this event at the Fairgrounds last year

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: LH

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: LH _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: LH

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: LH _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: LH _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: 
Signature

APPLICANT: Lissa Hunter
Printed Name

DATE: 10/13/2021

TITLE: Events and Music

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Winter Wonderland	Public Comment:	Yes - Consent

Purpose & Policy Considerations.

The Town Council approves all requests for use of George Washington Memorial Park.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by the Grand Teton Skating Association to host the Winter Wonderland on Town Square.

Recommendations.

Staff recommends the approval of the application, subject to the conditions and restrictions listed in this staff report.

Background.

Grand Teton Skating Association (GTSA), a local non-profit, is requesting Council permission to install an outdoor public skating rink in George Washington Memorial Park for the winter of 2021/2022. There are no significant changes from the applicant's request approved last year. The applicant anticipates installing the skating rink in mid-December 2021 (depending on the weather) and opening for operation in late December. The applicant understands that they will not be able to move into the Stage Stop Building until after the Chamber of Commerce finishes their "Santa on Town Square" special event. The applicant will need to work with the Chamber of Commerce on a definitive move in date.

The applicant is requesting to begin skating operations on Thursday, December 23, 2021. The applicant will charge \$5 To \$8 for skate rentals for locals and \$10 to \$15 for skate rentals for visitors. The applicant plans on ceasing operations of the skating rink on or before March 20, 2022 (depending on the weather) and removing the skating rink prior to Easter. In years past there has been concern of having the ice rink removed before Easter in preparation for the Town Square Easter Egg Hunt. This upcoming year, Easter falls on Sunday, April 17. With the current situation of COVID-19 it is uncertain if we will have an community Easter Egg Hunt in 2022, but just in case, staff recommends a condition of operation should include that the applicant must have ice removed with ample time for Parks and Recreation to prepare the turf for the annual Easter Egg Hunt on the Town Square.

Two years ago the Town Council approved a small, temporary warming tent on the east side of the stage stop building. This tent was utilized by both the Chamber of Commerce for their "Santa on the Town Square" and by Winter Wonderland after Christmas as a warming and waiting area. The applicant is seeking approval of the same warming tent again this year. This year the warming tent would have the additional benefit of providing extra space for people waiting to rent skates. The tent and any sources of heat inside of the tent would need to be approved by the Jackson Fire Department prior to installation.

The applicant is seeking one new lighting request that would be an addition from previous years. During an August 7, 2017 Town Council meeting the electeds agreed on approved lighting for this event. The applicant would like to request permission to place a lighted ornamental arch at the entrance of the skating rink. The arch measures 9 feet tall and approximately 8 feet wide. It is constructed of a metal frame wrapped with weather resistant string that is covered with iridescent beads and white LED lights. Specifications and a picture of this arch are included in Appendix A attached to the end of this staff report.

The applicant requests the following:

- Council permission to rent ice skates and sell hot chocolate and other merchandise from the Stage Stop Building on holidays and weekends (from approximately noon to 9:00 P.M.), and on Monday through Fridays (from approximately 4:30 P.M. to 9:00 P.M.). All sales directly benefit the applicant which is a local non-profit. These are the same dates that were approved last year.
- Council permission to utilize a warming tent in the Town Square to rent ice skates and sell hot chocolate beginning on December 23, 2021 until they can move into the Stage Stop building upon the conclusion of Santa on the Town Square.
- Council permission to play amplified music of varying genres from approximately 4:30 P.M. to 9:00 P.M. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays and from approximately noon to 9:00 P.M. Saturdays, Sundays, and holidays.
- Council permission for access to water to form the skating rink.
- Access to electricity in the park.
- Council permission to display up to four onsite banners.
 - One of these banners (3 feet by 6 feet) will remain on the outside of the Stage Stop building for the duration of the operation of the ice rink identifying this as “Winter Wonderland”. This banner has been approved in years past.
 - Two additional smaller banners have been requested to be displayed on the Plexiglas over the winter season. These two smaller banners would be different each week. These two smaller banners would recognize local sponsors. The sizes of these two smaller banners will vary from week to week, but their size would not exceed 3 feet by 5 feet. These two smaller banners would be placed facing inwards on the Plexiglas which surrounds the ice rink. Each week, two new banners would be placed on the Plexiglas during the hours of operation. These banners would be on display only during operating hours. These banners were approved last year.
 - A final banner request is a 3 foot by 5 foot banner with skate rental information to be hung on the back side of the Stage Stop Building (facing inwards towards the interior of the Town Square). This has been approved for the past two years.
- Similar to last year, the applicant has requested permission to remove a segment of the fence from George Washington Memorial Park just off of the Stage Stop Building ramp so that patrons with rented ice skates on can access the skating rink more efficiently. The applicant also requests permission to install an accessible ramp. Several years ago Public Works constructed a ramp for the applicant. The applicant indicated that this ramp worked well for their needs.
- Snow Removal on the ice surface when snow accumulation is four inches (4”) or more. This snow removal is to be provided once the Teton County/Jackson Parks and Recreation Department has completed its regular sidewalk plowing routes, and as needed. This is the same request as last year. Recently the applicant has been providing their own snow removal and the Parks and Recreation Department’s involvement has been minimal.
- Permission to place a lighted arch at the entrance of the ice skating rink.

Analysis.

The application has been submitted for review and comment to all Town departments. The operating plan for this event has been reviewed by the Teton County Health Department and Town staff to ensure that the event complies with state and local health orders, Center for Disease Control and Prevention guidelines, as well as Town the special event policy with COVID-19 considerations.

Possible Alternatives.

The applicant has not provided any possible alternatives.

Comprehensive Plan & Priority Alignment.

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities. Principle 4.4 – Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood. The Town has traditionally served as the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.

\$27.00 Special Event Application Fee

Staff Impact.

The following staff impacts have occurred and/or would be anticipated if the event is approved:

- Special event processing (30 minutes)
- Departmental reviews (approximately 3 hours)
- Staff report preparation (1 hour)
- Follow-up (30 minutes)
- Park and Recreation snow removal when accumulation is 4 inches or more (approximately 4 hours)

Conditions and Restrictions.

Should Council wish to approve this application, staff recommends that approval be subject to the following conditions and restrictions:

1. All conditions in the 2021/2022 Memorandum of Understanding shall be met.
2. The applicant shall adhere to all federal, state and local health orders in place throughout the period of operation.
3. The applicant shall adhere to the Town of Jackson's Special Event Policy with COVID-19 Considerations.
4. The applicant will work with the Teton County Health Department in efforts to implement practices that help mitigate the potential spread of COVID-19.
5. The applicant will install Plexiglas walls and an overlapping barrier on the ground and under the ice to mitigate any safety concerns and to block water from overflowing onto the boardwalks in the park.
6. The applicant will cover any and all jagged edges from the posts along the sides of the rink.
7. Any additional conditions as directed by the Town Council.

Attachments or Links.

Special Event Application
Memorandum of Understanding

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

I move to approve the special event application made by the Grand Teton Skating Association to host the Winter Wonderland on Town Square, subject to the conditions and restrictions listed in the staff report.

**MEMORANDUM OF UNDERSTANDING BETWEEN SK8 JH, INC.
AND TOWN OF JACKSON, WYOMING**

1. Parties. This Memorandum of Understanding ("**MOU**") is made and entered into by and between Sk8 Jh, Inc., a Wyoming non-profit corporation d/b/a Grand Teton Skating Association, whose address is P.O. Box 1370, Jackson, WY 83001 ("**GTSA**"), and the Town of Jackson, a Wyoming municipal corporation, whose address is 150 E. Pearl Avenue P.O. Box 1687, Jackson, WY 83001 ("**Town**").
2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the Town grants GTSA the right to use open space located on Town-owned property within a portion of the Town Square, as depicted in Exhibit A attached hereto and incorporated herein by reference ("**Property**"), for installation of an outdoor skating rink for the use and benefit of the general public during the term of this MOU.
3. Term of MOU. This MOU is effective upon the date last signed and executed by the duly authorized representatives of the Parties and shall remain in full force and effect until March 20, 2022. This MOU may be terminated by either Party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed below.
4. Payment. No payment shall be made to either Party by the other as a result of this MOU.
5. Responsibilities of the Town. The Town commits to provide GTSA with:
 - A. The exclusive use of the Property from 12:00 pm until 9:00 pm on weekends and federal holidays, and from 4:30 pm until 9:00 pm on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays for the term of this MOU, subject to the responsibilities of GTSA as set forth herein. During non-operating hours, the Town Council and/or Town staff may approve of other uses on the Town Square, including the Property, and may give permission for other events or groups to use the ice rink;
 - B. Snow removal from the ice surface when snow accumulation is four inches (4") or more, to be provided after the Teton County/Jackson Parks and Recreation Department completes its regular sidewalk plowing responsibilities, if GTSA determines such services are needed;
 - C. Two hundred (200) feet of fire hose, a nozzle, a hydrant fitting and wrench. Jackson Hole Fire/EMS will provide fire hydrant access at the corner of Center and Deloney streets and supply a water tender to deliver water for the initial freezing of the ice at its availability and sole discretion;
 - D. Relocation of recycling receptacles near the skating rink; and
 - E. Removal of a segment of fence along George Washington Memorial Park ("**Park**") and installation of an ADA-accessible ramp to provide access through the Park from the Stage Stop Building to the skating rink, all of which is as Town staff deems appropriate.

- 6. Responsibilities of the GTSA.** GTSA understands, covenants, and agrees that, other than the responsibilities of the Town as set forth in Paragraph 5, GTSA is solely responsible for:
- A.** The rink installation; ice manufacture; ice; ice rink maintenance and management; all ice rink operations including, but not limited to, lights, light figures, sculptures, music, heaters, hot beverages, advertising, skate rentals, and the sound system.
 - B.** Securing the ice rink during operating and non-operating hours, including appropriate temporary fencing and/or barriers for the ice rink and any other structures associated with the ice rink on the Property.
 - C.** Staffing the Property and maintaining operating hours necessary to support user group requirements and meet Town requirements for dependable public skating time.
 - D.** Keeping the Property orderly, clean, sanitary, and free from rubbish, obstructions, objectionable odors or nuisances, and in an adequate condition of repair and safety.
 - E.** Not altering the Property without first obtaining the express written consent of the Town. With the exception of the structures presented and approved by the Town Council on August 7, 2017 and any other set forth herein.
 - F.** Having all ice removed prior to April 10, 2022 and return the site to pre-event conditions in order to accommodate the Easter Egg Hunt on the Town Square on April 17, 2022. This condition survives expiration of this MOU.
 - G.** Entering into an agreement with the Chamber of Commerce concerning the use of the Stage Stop Building.
 - H.** Giving the Town prompt written notice, defined as within five (5) business days, of any accident, fire, or damage on or to the Property.
 - I.** Only permitting employees, agents, servants, and business invitees to remain in or loiter upon the Property.
 - J.** Complying with all laws, orders, regulations, rules, ordinances, and covenants of all state and federal statutes and all local ordinances and regulations applicable to GTSA and/or its use of the Property.
 - K.** Complying with all reasonable rules and regulations that may be established, from time to time, by the Town.
 - L.** Completely closing the outdoor skating rink to patrons thirty (30) minutes prior to the commencement of the International Pedigree Stage Stop Sled Dog Race Special Event. The outdoor skating rink will be allowed to reopen after the last sled dog team exits the starting gate on the date of the event.
 - M.** Not utilizing construction fencing or tape.

- N. Taping and/or securing all power and sound cords that cross walkways to avoid creating a tripping hazard.
- O. Installing, maintaining, and removing the Plexiglass walls as depicted in Exhibit A attached hereto.
- P. Placing a buffer material approved by the Parks and Recreation Department between any bales of hay and the ground.
- Q. Maintaining a clear path through the Park to the skating rink, if Park access is available as described in Paragraph 5.E.
- R. Working with the Parks and Recreation Department to raise the western edge of the ice rink, thereby leveling the ice rink. Pallets and/or fill dirt will not be used to raise the western edge of the skating rink.
- S. Playing music during the ice rink hours of operation and keeping this music at a low volume in compliance with the Town of Jackson Municipal Code and Land Development Regulations.
- T. Directing and controlling all public parking to conform to the regulations and requirements of the Town.

7. Use of the Property.

- A. The Town has the authority to prohibit parking that interferes with the safe and appropriate use of the Property and retains the right to sign and enforce parking regulations for public safety, access, and appropriate use.
- B. Events involving the use, handling, mixing, or liberation of combustible/flammable liquids, vapors, gases, fireworks, explosive materials, or any other use defined by the Uniform Fire Code as a Hazardous/Extra Hazardous Use are expressly prohibited. All use of the Property by GTSA must comply with the laws, regulations, covenants, and ordinances of the United States, the State of Wyoming, the County of Teton, and the Town of Jackson.
- C. GTSA shall not sell or allow the sales of any alcoholic beverages on the Property.

- 8. Acceptance and Maintenance of the Property.** GTSA has inspected the Property and accepts it in "as is" condition. GTSA agrees to be responsible for routine maintenance and repairs on the Property. GTSA shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations of any federal, state, municipal, or quasi-governmental authority. If the Town determines, in its sole discretion, that the Property is not being properly maintained in accordance with this paragraph, it shall give notice to GTSA in writing to repair and/or maintain the Property. GTSA shall have forty-eight (48) hours in which to correct any minor deficiencies and thirty (30) days for larger repairs which are the responsibility of GTSA under this

MOU. If the repairs and maintenance duties of GTSA as described herein are not performed to the Town's satisfaction within the required time period, the Town may employ another person or entity to repair and/or maintain all or any part of the Property and GTSA shall be responsible for the payment of all expenses and costs related to said repair and maintenance, which if not paid, shall be deemed a default as provided herein.

9. Alterations and Improvements. The Town has the right, and GTSA shall permit the Town or its representative(s), at any time to enter the Property to inspect and/or to make such additions, repairs, or alterations as it may deem necessary or proper for the safety, improvement, or preservation of the Property. All such improvements will be done, so far as practicable, to avoid interference with GTSA's occupancy and use of the Property. GTSA is not entitled to compensation for unavoidable interference with its occupancy and use and waives any claim for damages, including loss of business, resulting therefrom.

10. Insurance. GTSA must, at GTSA's expense, maintain a policy or policies of comprehensive general liability insurance with the premiums thereof fully paid on or before the due date. The policy or policies must be issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, such insurance to afford minimum portion of not less than a single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00). The insurance policy must name the Town including its Officers, Officials, Employees, and Volunteers as an additional insured, state that coverage is primary and non-contributory, and cover all risks incident to GTSA's use of the Property and business in connection therewith.

GTSA shall furnish and deposit with the Town certificates of all such insurance policies to be maintained by GTSA with evidence of payment of the premiums thereon obtained at or prior to the commencement of the term of this MOU, and copies of all insurance policies obtained at any time thereafter during the term of this MOU. All such insurance policies, including such policies referred to immediately above, shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this MOU except after fifteen (15) days written notice thereof to the Town.

11. Signs. GTSA shall have the right to erect and maintain signs or banners in, on, or about the Property provided that same shall comply with the conditions of Town Council approvals, as well as governing laws, regulations, covenants, and ordinances of the United States, State of Wyoming, County of Teton and/or the Town of Jackson.

12. Indemnification. GTSA shall indemnify the Town and save it harmless from and against any and all claims, actions, damages, liability, and expense (including attorney's fees related thereto) in connection with loss of life, personal injury, or damage to property occurring in, on, about, or arising out of the Property or the occupancy or use of the Property by GTSA or its agents, licensees, invitees, concessionaires, guests, contractors, customers, employees, etc. or occasioned wholly or in part by any act or omission of GTSA, its agents, licensees, business invitees, concessionaires, guests, contractors, customers, or employees, etc.

- 13. Attorney's Fees.** In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants or conditions of this MOU, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorney's fees, whether or not litigation is commenced.
- 14. Non-Assignment.** GTSA shall not assign, mortgage, hypothecate, or otherwise encumber this MOU or any interest therein, nor permit the Property or any part thereof to be used by any other person, firm, corporation, or other entity other than the GTSA without the written consent of the Town in each instance. The consent by the Town to an assignment shall not be construed to release the GTSA from the requirement that it obtain the Town's written consent for any further assignment(s). In the event permission is granted for any such assignment, subletting, licensing, or granting of a concession, GTSA shall nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Agreement, including, without limitation, the covenant to pay rent.
- 15. Town's Access.** The Town and its agents, employees, or other representatives may enter the Property at any reasonable time after reasonable notice for the purpose of (a) inspecting the Property to ascertain GTSA's compliance with the terms and conditions of this MOU; (b) in order to make repairs, additions, or alterations as the Town deems necessary; or (c) for any other reasonable purposes.
- 16. Notices.** Any notices required or permitted to be given or served by either party to the other, unless otherwise stated herein, shall be deemed to have been duly given or served when in writing and forwarded by certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below. Such notices shall be deemed given upon mailing of same.

GTSA: Sk8 Jh, Inc.
P.O. Box 1370
Jackson, WY 83001

TOWN: Town of Jackson
ATTN: Town Manager
P.O. Box 1687
Jackson, Wyoming 83001

- 17. Amendment or Modification.** GTSA acknowledges that it has not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment, change or modification of this MOU shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this MOU.
- 18. General Provisions.**
- A. No Partnership.** No partnership or joint venture is created by this MOU.
- B. Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall

have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Ninth Judicial District, State of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

- C. Entirety of Agreement. The parties intend this statement of their agreement, including the Recitals herein, to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.
- D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. Governmental Immunity. The Town does not waive its governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. Third-Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be constructed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- G. Signatures. In witness thereof, the Parties to this MOU through their duly authorized representatives have executed this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.
- H. Electronic Signatures. The words "execution," "signed," "signature," and words of like import in this document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law.

The effective date of this MOU is the date of the signature last affixed to this document.

Sk8 Jh, Inc. d/b/a Grand Teton Skating Association

By: _____ Date _____
Its:

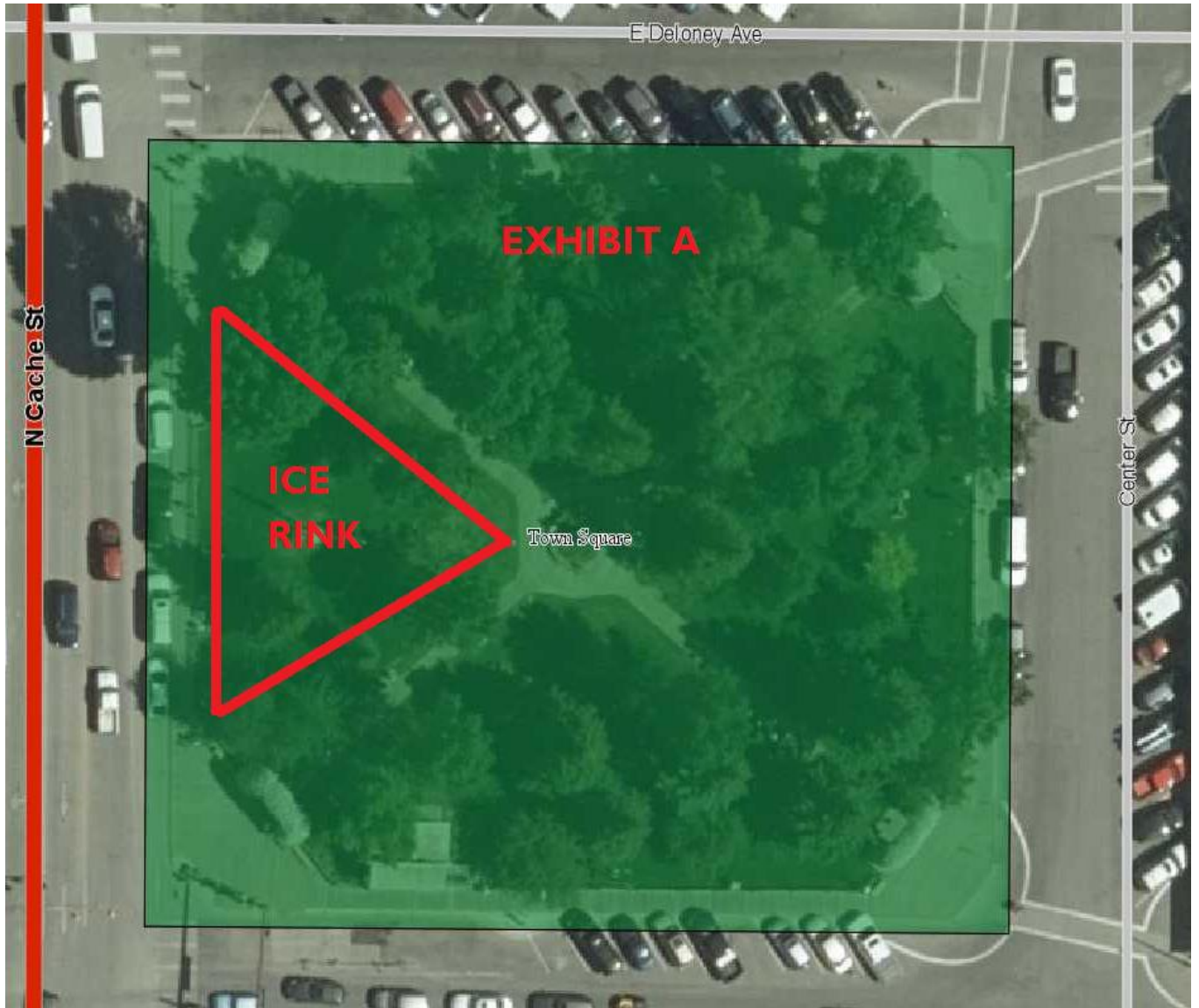
Town of Jackson, Wyoming

Hailey Morton Levinson
Mayor Date _____

Attest:

Lynsey Lenamond
Town Clerk Date _____

EXHIBIT A





Holiday Living 108-in Ornamental Arch Sculpture with White LED Lights

Replacement Bulbs and Fuses Included	Yes
Weather Resistant	Yes
Smartphone/Bluetooth Enabled	No
Power Source	Electrical outlet
Cord Length (Feet)	6
Batteries Included	N/A (not battery-operated)
Color/Finish Family	Multiple colors/finishes
Manufacturer Color/Finish	Beaded String
Package Quantity	1
Lowe's Exclusive	Yes
Warranty	1-year limited
Theme/Design	Ornamental arch
Works with Amazon Alexa	No
Works with Apple HomeKit	No
Works with SmartThings	No
Wi-Fi Compatibility	No
Bluetooth Compatibility	No
App Compatibility	N/A
Works with iOS	No
Works with Android	No
Voice Controlled	No
Hub Required	No
Battery Type	N/A (not battery operated)
Use Location	Indoor/Outdoor
CA Residents: Prop 65 Warning(s)	Yes

Holiday Living 108-in Ornamental Arch Sculpture with White LED Lights

Product Information

Use this lighted arch to crest a grand entrance around doorways or walkways. Maybe purchase multiples to make a lighted twinkling tunnel.

- 520 LED bulbs that are a mix of cool white and warm white bulbs, 52 of which are random twinkle
- Metal frame is wrapped with weather resistant string that is covered with iridescent beads
- Recommended for outdoor use
- 72 In lead wire
- Study metal base and metal stakes included for stability
- LED bulbs are cool to the touch when lit
- Assembled size 108 In. tall and 100 In. wide
- Input 120 V/3 W/0.21 A output 29 V/26 W/0.9A
- Knock down construction for easy storage

CA Residents: [Prop 65 WARNING\(S\)](#)

UNSPSC	30221000
Type	Sculpture
Mounting Type	Freestanding
Sub-Brand	none
Sound Effect	N/A
Legend	none
Primary Material	Metal
Assembled Height (Inches)	108
Assembled Width (Inches)	108
Assembled Depth (Inches)	12
Assorted	No
Musical	No
Animatronic	No
Lighted	Yes
Bulb Type	LED
Light Color	White
White Light Shade	Cool white and warm white
Light Pattern	Twinkling

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: J.H. Winter Wonderland

Name of Organization: Grand Teton skating Association

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

Mailing Address: P.O.Box 1370

City: JACKSON State: WY Zip Code: 83001

Name of Person Completing Application: Akop Manoukian

Email Address: akopm@aol.com

Work Phone: 8012313875 Cell Phone: 8012313875

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☒ Other: Seasonal recreational activity

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

Community and tourist ice skating activity on the square during the winter season

Location of Event: West side of town square Alternative Location: n/a

Date(s) of Event: Dec 23th 2020- mid March 2021 Event Operating Hours: M-F 4:30-9,Sa,Su

Event Set Up Begins Date: _____ Time: 24/7

Event Clean Up Ends Date: _____ Time: Daytime

Special Event Application

EVENT INFORMATION (Continued)

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

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: Olga Salmina Cell Phone: 307-690-7345

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

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

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

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

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

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

 n / a Large Street Barricades

 n / a "Road Closed" Street Signs

 n / a Small Sidewalk Barricades

 n / a "Local Traffic Only" Street Signs

 n / a 28 Inch Street Cones

 n / a "Detour" Street Signs

 n / a Candlestick Cones

 n / a 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

☐ Event Security

☐ Mounted Horse Patrol

☐ Traffic Control

☐ Race Lead Vehicle

☐ Parade Lead Vehicle

☐ General Presence

☐ Towing / Ticketing

☐ Assistance with
Parking Closures

☐ Assistance with
Street Closures

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☒ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☒ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☒ Yes ☐ No

If "Yes", please indicate times: Start Time: M - F 4 : 3 0 p m , S Finish Time: 9:00 pm

Will your event feature any musical entertainment? ☐ Yes ☒ No

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

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☒ Yes ☐ No

If "Yes", have you completed a sign permit application? ☒ Yes ☐ No

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets: _____ Number of ADA Accessible Portable Toilets: _____

If "No", please explain: _____

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

Restroom Company: _____

Restroom Drop off / Pick Up Date for Drop Off: _____ Time for Drop Off: _____

Date for Pick Up: _____ Time for Pick Up: _____

ALCOHOL

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

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

If "Yes", what will be offered in addition to beer? _____

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☒ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☒ No

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

How many trash receptacles will be supplied for your event? _____

When will the trash receptacles be delivered? _____

When will the trash receptacles be picked up and removed from site? _____

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

Will you be using a company for your recycling plan?

☐ Yes

☒ No

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

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

When will these recycling receptacles be delivered? _____

When will recycling receptacles be picked up and removed from site? _____

Describe your plan for collection and removal of recyclable materials during your special event: _____

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes

☒ No

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

Last year the town asked us to put up a tent insight of the square next to the stage stop. That works perfectly. We would like to do this every year. Our operational season will be, as always, weather dependent. Our hours will be Monday- Friday 4:00 PM - 9:00 PM and Sat. - Sun. 12:00 -9:00. At these times music will be played for the skaters pleasure.

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: 
Signature

APPLICANT: Akop Manoukian
Printed Name

DATE: 10/19/2021

TITLE: Executive Director

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Small Business Saturday	Public Comment:	Yes - Consent

Purpose & Policy Considerations.

The Mayor and Council approve all special event applications requesting the use of the Town Square.

Requested Action.

Staff is requesting Town Council consider the special event application submitted by the Jackson Hole Chamber of Commerce to host the Small Business Saturday on the Town Square.

Recommendations.

Staff recommends the approval of the application, subject to the conditions and restrictions listed in this staff report.

Background.

The Jackson Hole Chamber of Commerce has submitted a special event application for permission to host a Small Business Saturdays special event in the Stage Stop Building on the Town Square every Saturday between the dates of November 27 and December 18 between the hours of 10:00am and 5:00pm.

The applicant has indicated that they would like to utilize the Stage Stop Building on the Town Square to gift wrap presents for individuals who purchase presents in town shop. They have also requested to give away and sell hot chocolate and cookies. In addition they have requested to place signage on the boardwalk in front of the Stage Stop Building (A-frame) as well as on the building for the duration of the event.

The applicant requests the following:

- Permission to place temporary signs on the boardwalk in front of the Stage Stop Building between the hours of 10:00am and 5:00pm on Saturdays only between the dates of November 27 and December 17, 2021.
- Permission to place temporary signs on the Stage Stop building itself between the dates of November 27 and December 17, 2021.
- Permission for an exposition license.
- Permission to operate a gift wrapping event inside of the Stage Stop Building.

Analysis.

The application has been submitted for review and comment to all Town departments. The operating plan for this event has been reviewed by the Teton County Health Department and Town staff to ensure that the event complies with state and local health orders, Center for Disease Control guidelines, as well as Town the special event policy with COVID-19 considerations.

Possible Alternatives.

The applicant has not provided any possible alternatives.

Comprehensive Plan & Priority Alignment.

Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities. Principle 4.4 – Enhance civic spaces, social functions, and environmental

amenities to make Town a more desirable Complete Neighborhood. The Town has traditionally served as the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.

\$27.00 Special Event Application Fee

Staff Impact.

The following staff impacts have occurred and/or would be anticipated if the event is approved:

- Special event processing (30 minutes)
- Departmental reviews (approximately 1 hour)
- Staff report preparation (30 minutes)
- Follow-up (30 minutes)

Conditions and Restrictions.

Should Council wish to approve this application, staff recommends that approval be subject to the following conditions and restrictions:

1. The applicant shall adhere to all federal, state or local health orders in place throughout the period of operation.
2. The applicant shall adhere to the Town of Jackson's Special Event Policy with COVID-19 Considerations.
3. The applicant will work with the Teton County Health Department in efforts to implement practices that help mitigate the potential spread of COVID-19.
4. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event **at least ten days prior to the event**. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
5. Applicant shall coordinate all use of the Town Square with the Parks & Recreation Department.
6. There shall be no alterations to the amenities to the park without prior approval from the park superintendent.
7. All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.
8. No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.
9. The applicant and all participants shall conduct all activities in a responsible, professional and timely manner.
10. Any signage placed on the boardwalk shall not excessively obstruct pedestrian access.
11. Any signage place on the boardwalk or on the Stage Stop Building must be removed at the conclusion of the event.

Attachments or Links.

Special Event Application

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

I move to approve the special event application made by the Jackson Hole Chamber of Commerce Small Business Saturdays special event, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: Small Business Saturday S

Name of Organization: Jackson Hole Chamber of Commerce

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

Mailing Address: PO Box 550

City: Jackson State: Wyoming Zip Code: 83001

Name of Person Completing Application: Britney Magleby

Email Address: britney@jacksonholechamber.com

Work Phone: (307)733-3316 Cell Phone: (208)521-0019

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☐ Other: Free gift wrapping / holiday activation

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

To stimulate shopping local during the holiday season.

Location of Event: Stage Stop Alternative Location: _____

Date(s) of Event: 11/27/2021 + 12/4 + 12/11 + 12/18 Event Operating Hours: 10 am - 5 pm

Event Set Up Begins Date: November 27, 2021 Time: 8 am

Event Clean Up Ends Date: ~~November 28, 2021~~ Time: ~~12 pm~~
December 18 5 pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 500 Total Event: 500

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: Riley Frances Harris Cell Phone: (256) 749-8686

EVENT SITE PLAN

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

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

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



Santa and carolers to make appearances on
Town Square and local shops throughout event

Gift Pickup

Gift drop-
off window

Local vendors. 1-2 each Saturday.



Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot?

☐ Yes

☒ No

Area of Closure Request

Date(s)

Start Time

End Time

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

Will the event restrict / close access to any public parking spaces?

☐ Yes

☒ No

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

Will the event closure requests impact any START Bus routes?

☐ Yes

☒ No

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

Route Description: _____ START Bus contacted?

☐ Yes

☒ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

Have you provided a sample of the notice and a proposed list of recipients?

☐ Yes

☒ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?

☒ Yes

☐ No

If "Yes", please indicate times: Start Time: 10 am Finish Time: 5 pm

Will your event feature any musical entertainment?

☒ Yes

☐ No

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

*Would like to have carolers around Town Square and in ~~the~~ shopping districts
1-2 hours / event.*

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners?

☒ Yes

☒ No

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

☒ Yes

☒ No

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

A-frame outside Stage Stop. Design attached

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached:

☐ Yes

☒ No

Shop Local Jackson Hole, WY Shop Local  Jackson

Shop Local  Jackson Hole,

Small Business Saturdays

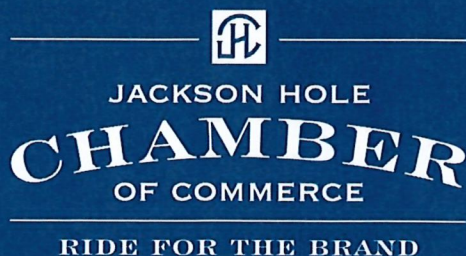
10am - 5pm

Saturdays, November 27 - December 18

FREE gift wrapping for locally-purchased gifts!

Appearances by Santa and carolers

Hot beverages & local treats



**ZIONS
BANK®**

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☐ Yes

☒ No

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

Total Number of Portable Toilets: _____ Number of ADA Accessible Portable Toilets: _____

If "No", please explain: Not needed

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

Restroom Company: _____

Restroom Drop off / Pick Up Date for Drop Off: _____ Time for Drop Off: _____

Date for Pick Up: _____ Time for Pick Up: _____

ALCOHOL

Will there be alcoholic beverages at the event?

☒ Yes

Will you be offering any alcoholic beverages besides beer?

☒ Yes

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

☒ No

☒ No

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event:

No, but donations may be accepted for gift wrapping if we get a non-profit who wants to support the initiative!

1-2 vendors 1 week selling locally-made cookies, hot drinks (non-alcoholic), cards, etc.

Will any food or beverages be sold at your event?

☒ Yes

☐ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☒ No

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

How many trash receptacles will be supplied for your event? _____

When will the trash receptacles be delivered? _____

When will the trash receptacles be picked up and removed from site? _____

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

Chamber will remove any trash generated

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

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

When will these recycling receptacles be delivered? _____

When will recycling receptacles be picked up and removed from site? _____

Describe your plan for collection and removal of recyclable materials during your special event:
Chamber will remove all recycling

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes

☒ No

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

New event

* all changes from original application in red

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: ^{BM}_____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: ^{BM}_____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: _____

Signature

APPLICANT: Britney Magleby

Printed Name

DATE: 11/01/2021

TITLE: Special Events Director

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-266 TEMPORARY SIGN PERMIT Art Association of JH Holiday Art Bazaar	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 Art Association of Jackson Hole has requested to display two temporary banners under Section 5.6.1.C.4.c of the LDRs for their Holiday Art Bazaar (see attached for details 6.5' x 4' canvas at Albertsons and at Miller Park).

- 105 Buffalo Way, Albertson's during:
 - November 29 – December 6
- 255 W. Deloney Ave, Miller Park Tennis Courts during:
 - November 29 – December 6

Section 5.6.1.C.4.c 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, Albertson's during:
 - November 29 – December 6
 - 255 W. Deloney Ave, Miller Park Tennis Courts during:
 - November 29 – December 6

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 banners in conjunction with The Art Association of Jackson Hole Holiday Art Bazaar 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 are approved for the following locations:
 - 105 Buffalo Way, Albertson's during:
 - November 29 – December 6
 - 255 W. Deloney Ave, Miller Park Tennis Courts during:
 - November 29 – December 6



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: Holiday Bazaar Physical Address of Event: 402 E Snow King Ave
Description of Event: One day indoor art fair for local artists and makers; fundraising event
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Kaylee Pickett Phone: 307-733-6379
E-mail: PO Box 1248 ZIP: 83001
kaylee@artassociation.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 Courts</u>
Physical Address: <u>105 Buffalo Way</u>	Physical Address: <u>Deloney & Milward St</u>
Dates of Display: <u>11/29 - 12/6</u>	Dates of Display: <u>11/29 - 12/6</u>
Consent from Owner Obtained? Yes ☐ No ☒	Consent from Owner Obtained? Yes ☐ No ☒
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Have you attached the following? Please 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

Kaylee Pickett

Applicant Name Printed

10/13/2021

Date

Events Coordinator

Title

**Temporary Sign Permit
Banner Proposals**

Art Association of Jackson Hole
Posting Dates: 11/29 - 12/6, 2021

To be hung at Albertson's	To be hung at Miller Park tennis courts
	
*sticker to cover 'Lodge of Jackson Hole Conference Center' with 'Snow King Hotel Ballroom & Mezzanine' Dimensions: 6.5 ft x 4 ft Materials: canvas/vinyl Rigging: ratchet straps & carabiners	*sticker to cover 'Lodge of Jackson Hole Conference Center' with 'Snow King Hotel Ballroom & Mezzanine' Dimensions: 6.5 ft x 4 ft Materials: canvas/vinyl Rigging: zip ties

Contact:
Kaylee Pickett
Events & Membership Coordinator
kaylee@artassociation.org
307-733-6379, x7

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-265 TEMPORARY SIGN PERMIT Art Association of JH Art Classes	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 Art Association of Jackson Hole has requested to display two temporary banners under Section 5.6.1.C.4.c of the LDRs for their Adult and Youth Art Classes (see attached for details 6' x 2.5' canvas at Albertsons and 2.5' x 1.5' canvas at Miller Park).

- 105 Buffalo Way, Albertson's during:
 - November 22 – November 29
- 255 W. Deloney Ave, Miller Park Tennis Courts during:
 - November 22 – November 29

Section 5.6.1.C.4.c 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, Albertson's during:
 - November 22 – November 29
 - 255 W. Deloney Ave, Miller Park Tennis Courts during:
 - November 22 – November 29

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 banners in conjunction with The Art Association of Jackson Hole Adult and Youth Art Classes 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 are approved for the following locations:
 - 105 Buffalo Way, Albertson's during:
 - November 22 – November 29
 - 255 W. Deloney Ave, Miller Park Tennis Courts during:
 - November 22 – November 29



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: New Art Classes Open Now Physical Address of Event: 240 S Glenwood St
Description of Event: New adult and youth art classes now open for registration
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Kaylee Pickett Phone: 307-733-6379
E-mail: PO Box 1248 ZIP: 83001
kaylee@artassociation.org Non-Profit: ☒ For Profit: ☐

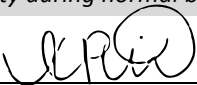
TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: <u>Miller Park Tennis Courts</u>
Physical Address: <u>105 Buffalo Way</u>	Physical Address: <u>Deloney & Milward St</u>
Dates of Display: <u>11/22 - 11/29</u>	Dates of Display: <u>11/22 - 11/29</u>
Consent from Owner Obtained? Yes ☐ No ☒	Consent from Owner Obtained? Yes ☐ No ☒
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Have you attached the following? Please 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.

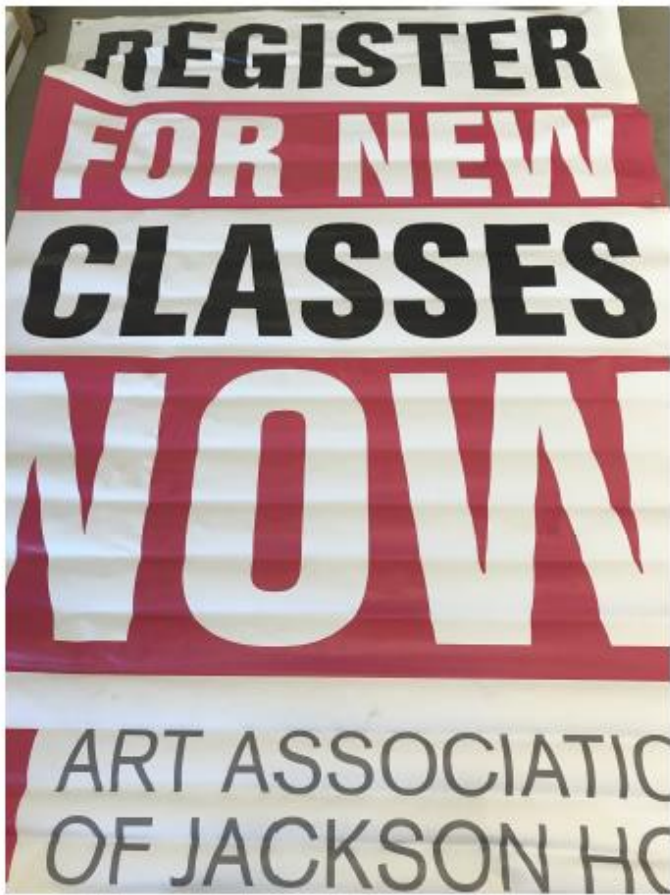
Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize 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
Kaylee Pickett
Applicant Name Printed

10/13/2021
Date
Event Coordinator
Title

**Temporary Sign Permit
Banner Proposals**

Art Association of Jackson Hole
Dates: November 22 - 29, 2021

To be hung at Albertson's	To be hung on the Miller Park Tennis Courts
	
Dimensions: 6 feet x 2.5 feet Material: canvas/vinyl Rigging: ratchet straps & carabiners	Dimensions: 2.5 feet x 1.5 feet Material: canvas/vinyl Rigging: zip ties

Contact:
Kaylee Pickett
Event & Membership Coordinator
kaylee@artassociation.org
307-733-6379, x7

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-259 TEMPORARY SIGN PERMIT Soroptimist of JH Christmas Tree Festival	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 Soroptimist of JH has requested to display two temporary banners under Section 5.6.1.C.4.c of the LDRs for their Annual Christmas Tree Festival (see attached for details 8' x 10' vinyl at Albertsons and 2' x 8' vinyl at Jackson Hole Lodge).

- 105 Buffalo Way, Albertson's during:
 - November 28 – December 5
- 80 Scott Lane, Jackson Hole Lodge during:
 - November 28 – December 5

Section 5.6.1.C.4.c 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, Albertson's during:
 - November 28 – December 5
 - 80 Scott Lane, Jackson Hole Lodge during:
 - November 28 – December 5

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 banners in conjunction with Soroptimist of JH Christmas Tree Festival 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 are approved for the following locations:
 - 105 Buffalo Way, Albertson's during:
 - November 28 – December 5
 - 80 Scott Lane, Jackson Hole Lodge during:
 - November 28 – December 5



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: Scapinist Annual Christmas Tree Festival Physical Address of Event: 80 Scott Lane Jackson WY
Description of Event: Christmas Tree Festival
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: P.O. Box 2249 Jackson, WY 83001 Phone: 805-698-5489
E-mail: Jennymay333@gmail.com ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: <u>JH Lodge Convention Center</u>
Physical Address: <u>105 Buffalo Way Jackson, WY</u>	Physical Address: <u>80 Scott Lane Jackson, WY</u>
Dates of Display: <u>11/28/21 - 12/5/21</u>	Dates of Display: <u>11/28/21 - 12/5/21</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

SUBMITTAL REQUIREMENTS. Have you attached the following? Please 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

Jenny May Sherkin
Applicant Name Printed

Date

10/06/21
President
Title

Albertsons Banner 8' x 10'



Jackson Hole Lodge 2' x 8'



STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-269 TEMPORARY SIGN PERMIT JH Classical Academy Book Fair	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 JH Classical Academy has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs for their Winter Book Fair (see attached for details 96" x 144" vertical vinyl)

- 105 Buffalo Way, Albertson's during:
 - November 28 – December 4

Section 5.6.1.C.4.c 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 locations:
 - 105 Buffalo Way, Albertson's during:
 - November 28 – December 4

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 banners in conjunction with The JH Classical Academy Winter Book Fair 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 locations:
 - 105 Buffalo Way, Albertson's during:
 - November 28 – December 4



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001
ph: (307) 733-0520 or
(307) 733-0440
fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name:

Winter
Fall Book Fair

Physical Address of Event: 2500 S. Park Loop Rd.

Description of Event:

Used & new book fair open to the
Jackson community on Dec. 4th.

EVENT SPONSOR/APPLICANT:

Name:

Jackson Hole Classical Academy

Phone:

307-201-5040

Mailing Address:

P.O. Box 7466

ZIP:

83002

E-mail:

bsemca@jhclassical.org

Non-Profit:

For Profit:

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Business/Description:

Albertson's

Business/Description:

Physical Address:

105 Buffalo Way

Physical Address:

Dates of Display:

Nov. 28 - Dec 4.

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. Attach the following:

☒ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

☒ Installation specifications, and any structural details or specifications required for freestanding signs.

4 x 7 ~ Blue, gold, green, red, vinyl sign
hanging at
Albertson's
books, holiday graphics

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

Brittany Semco

Applicant Name Printed

Date

10/18/21

Marketing Coordinator

Title

Re: Online Form Submittal: Email Katelyn Page



Brittany Semco <bsemco@jhclassical.org>

To Katelyn Page

Cc Annette Langley



You replied to this message on 10/28/2021 2:22 PM.

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

EXTERNAL EMAIL from bsemco@jhclassical.org. Do not click links or open attachments unless you recognize the sender and know t

Sorry, 96"x144" on both! Thank you SO much.

On Thu, Oct 28, 2021 at 1:53 PM Katelyn Page <KPage@jacksonwy.gov> wrote:

No problem! I did see emails yesterday.

So just to confirm sizing on both signs....

Book fair: 4'x8'

Carols: 96"x144"

Please confirm.

Thanks!

Katelyn S. Page

Direct: (307) 734-3493

kpage@jacksonwy.gov

Albertsons 96" x 144"



New & Used

BOOK FAIR

SATURDAY, DEC. 4

9 am – 1 pm



2500 S. Park Loop Rd

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-270 TEMPORARY SIGN PERMIT JH Classical Academy Ceremony of Carols	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 JH Classical Academy has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs for their Ceremony of Carols (see attached for details 96" x 144" vinyl).

- 105 Buffalo Way, Albertson's during:
 - December 5 – December 15

Section 5.6.1.C.4.c 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 are approved for the following locations:
 - 105 Buffalo Way, Albertson's during:
 - December 5 – December 15

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 banners in conjunction with The JH Classical Academy Ceremony of Carols 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 locations:
 - 105 Buffalo Way, Albertson's during:
 - December 5 – December 15



TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department
Planning Division

150 East Pearl Ave. | ph: (307) 733-0520 or
P.O. Box 1687 | (307) 733-0440
Jackson, WY 83001 | fax: (307) 734-3563
www.townofjackson.com

EVENT NAME:

Event Name: Ceremony of Carols Physical Address of Event: 2500 S. Park Loop Rd.
Description of Event: Annual Christmas carol event w/
special music + recitations.

EVENT SPONSOR/APPLICANT:

Name: Jackson Hole Classical Academy Phone: 307-201-5040
Mailing Address: P.O. Box 7466 ZIP: 83002
E-mail: bssemco@gmail.com Non-Profit: ☒ For Profit: ☐
jholeclassical.org

TEMPORARY BANNER LOCATION: Consent from Property Owner Required (maximum of 4 signs allowed, display dates up to two weeks allowed)

Business/Description: <u>Albertson's</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>Dec 15 - Dec 21</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. Attach the following:

- ☒ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
☒ Installation specifications, and any structural details or specifications required for freestanding signs. 4' x 7' ≈ Christmas colors/theme, vinyl hanging at Albertson's

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

Signature of Authorized Event Applicant

Applicant Name Printed

Brittany Semco

Date

Title

10/18/21
Marketing Coordinator

Re: Online Form Submittal: Email Katelyn Page



Brittany Semco <bsemco@jhclassical.org>

To Katelyn Page

Cc Annette Langley



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EXTERNAL EMAIL from bsemco@jhclassical.org. Do not click links or open attachments unless you recognize the sender and know t

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On Thu, Oct 28, 2021 at 1:53 PM Katelyn Page <KPage@jacksonwy.gov> wrote:

No problem! I did see emails yesterday.

So just to confirm sizing on both signs....

Book fair: 4'x8'

Carols: 96"x144"

Please confirm.

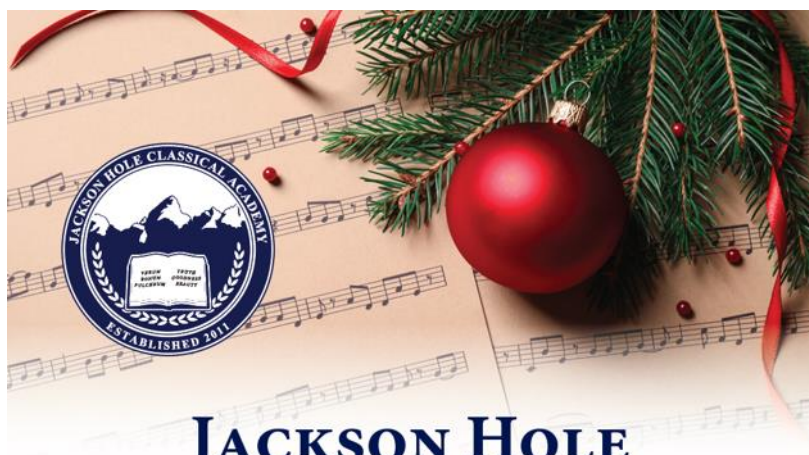
Thanks!

Katelyn S. Page

Direct: (307) 734-3493

kpage@jacksonwy.gov

Albertsons 96" x 144"



JACKSON HOLE
CLASSICAL ACADEMY

Ceremony *of* Carols

Wednesday, December 15
5:00–6:00 p.m.

2500 S. Park Loop Rd
Free Admission. All welcome.

STAFF REPORT



Meeting Date:	15 November 2021	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	P21-181: WYDOT Workforce Housing Sewer collection and treatment service request – 1040 East Evans Road	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a request from the Wyoming Department of Transportation (WYDOT) to increase their sewer services for the development of housing for their local workforce on their property located at 1040 E Evans Road.

Requested Action.

Town Council consideration of WYDOT's request for increased Town sewer collection and treatment services.

Recommendations.

Staff recommends approval of WYDOT's request for increased Town sewer collection and treatment services subject to 1) the proposed conditions of approval; and 2) that the proposed conditions of approval, along with other necessary contract issues, be set forth in an amendment to the *Wastewater Treatment Facilities Connection and Use Agreement Teton County School District Sewer Connection* (the "TCSD Agreement"), which will be subject to Council consideration at a future meeting.

Background.

[TCSD Agreement](#)

On June 14, 2017 the Town and Teton County School District ("TCSD") entered a contract (the TCSD Agreement) pursuant to which the Town provides sewer services to 1) the Munger Elementary School and 2) the WYDOT and Teton County Weed & Pest facilities as those facilities existed in 2017. At this time only the school and WYDOT have connected to the sewer system. The TCSD's sewer collection and treatment system is owned by TCSD and was constructed by them in 2017 in cooperation with WYDOT. The TCSD Agreement contemplated additional service in the vicinity of the school with approval from the Town Council. WYDOT benefits from the TCSD Agreement but is not a party to it.

PURPOSE AND APPLICABILITY

This WYDOT application requests 1) that the Town approve their request for increased sewer services for WYDOT's proposed workforce housing project and 2) that the Town and TCSD amend the TCSD Agreement, to account for the increased service for the WYDOT project.

Notably, in addition to WYDOT's application to amend the TCSD Agreement to account for its increased service needs, TCSD has independently expressed their desire to amend the TCSD Agreement and has submitted an application to do so. Council will be presented and consider TCSD's request at a future meeting.

Any and all Council-approved amendments (i.e., from both WYDOT and TCSD) to the TCSD Agreement will be presented to Council for its consideration in the form of a draft amendment to the TCSD Agreement at a future Council meeting.

See the TOWN PROCESS section below for more detail on the process.

EXISTING DEVELOPMENT

The Teton County School District (the “TCSD”) currently owns and operates a sewer conveyance system from their Munger Mountain School to the Town’s system (the “Munger System”). The Munger School and the existing Wyoming Department of Transportation (WYDOT) administration and maintenance facility, located adjacent to the school, are the only two connections currently connected to the Munger System. Both the school and WYDOT facility are authorized to connect pursuant to the TCSD Agreement. Amendments to TCSD Agreement to account for the increased service for WYDOT will be considered at a future council meeting pending approval of this request.

PROPOSED DEVELOPMENT

As presented in its application, WYDOT is proposing to build 28 affordable workforce housing units (the “WYDOT Housing”) to support a locally based workforce. The units are to be located adjacent to and west of the the existing WYDOT facility. According the the engineer’s report:

The project is critical to WYDOT staffing for continued maintenance of State highways in Teton County. The ability of WYDOT to house their workforce is also vital to surrounding communities at large located throughout Teton County; which includes adjacent bedroom communities that rely on safe/hazard free roads for travel. The service that WYDOT provides is highlighted during winter months where quick response to snow removal and clearing of avalanches is critical to the Jackson community, which relies heavily on a workforce that commutes from Lincoln, Sublette, and Fremont Counties, as well as Idaho.

The project is currently being processed through the Teton County Planning Department for a Zoning Map Amendment from Neighborhood Conservation to Public/Semi-Public, Sketch Development Plan, and Development Plan. The intent of the project is to adhere to applicable Teton County development standards.

If approved, the project will likely be constructed in phases based on available funding and housing needs.

TOWN PROCESS

The following three step process will apply to this request:

Step 1: WYDOT Request for Increased Service

Staff review of this WYDOT application is used by Town Council to make an initial determination on whether to increase the services to WYDOT. This initial step is based upon preliminary information provided by WYDOT and includes staff identifying the conditions of approval that will be further defined in an amendment to the TCSD Agreement. If approved as presented, Council will direct staff to amend the TCSD Agreement in cooperation with the TCSD. WYDOT is currently proceeding through Step 1. If Council approves the request for increased services, staff will include the request in an amendment to the TCSD Agreement as part of Step 2.

Step 2: Amendment to TCSD Agreement

Because service to WYDOT is provided for in the TCSD Agreement and WYDOT is not a party to said agreement, WYDOT is not directly involved in Step 2. Rather staff will coordinate with TCSD to draft an amendment to the TCSD Agreement that satisfies the conditions of approval identified during Step 1, and other necessary contract terms. If approved by Council and TCSD, the amended TCSD Agreement will be executed and recorded against the properties.

Step 3: Permits to Construct

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

Analysis.

WATER AND SEWER SYSTEMS EVALUATION REPORT (CAPACITY REPORT)

The WYDOT property was included in the Capacity Report as part of an existing contract service area. For the study, all units above base zoning were assumed to be connected to the Town sewer system.

SEWER COLLECTION AND TREATMENT

The Town currently collects sewage from TCSD's Munger School and WYDOT's administration and maintenance facilities. The WYDOT Housing project will connect through the Munger System that connects directly to the Town's trunk line interceptor that conveys sewage directly to the Town's sewer treatment plant.

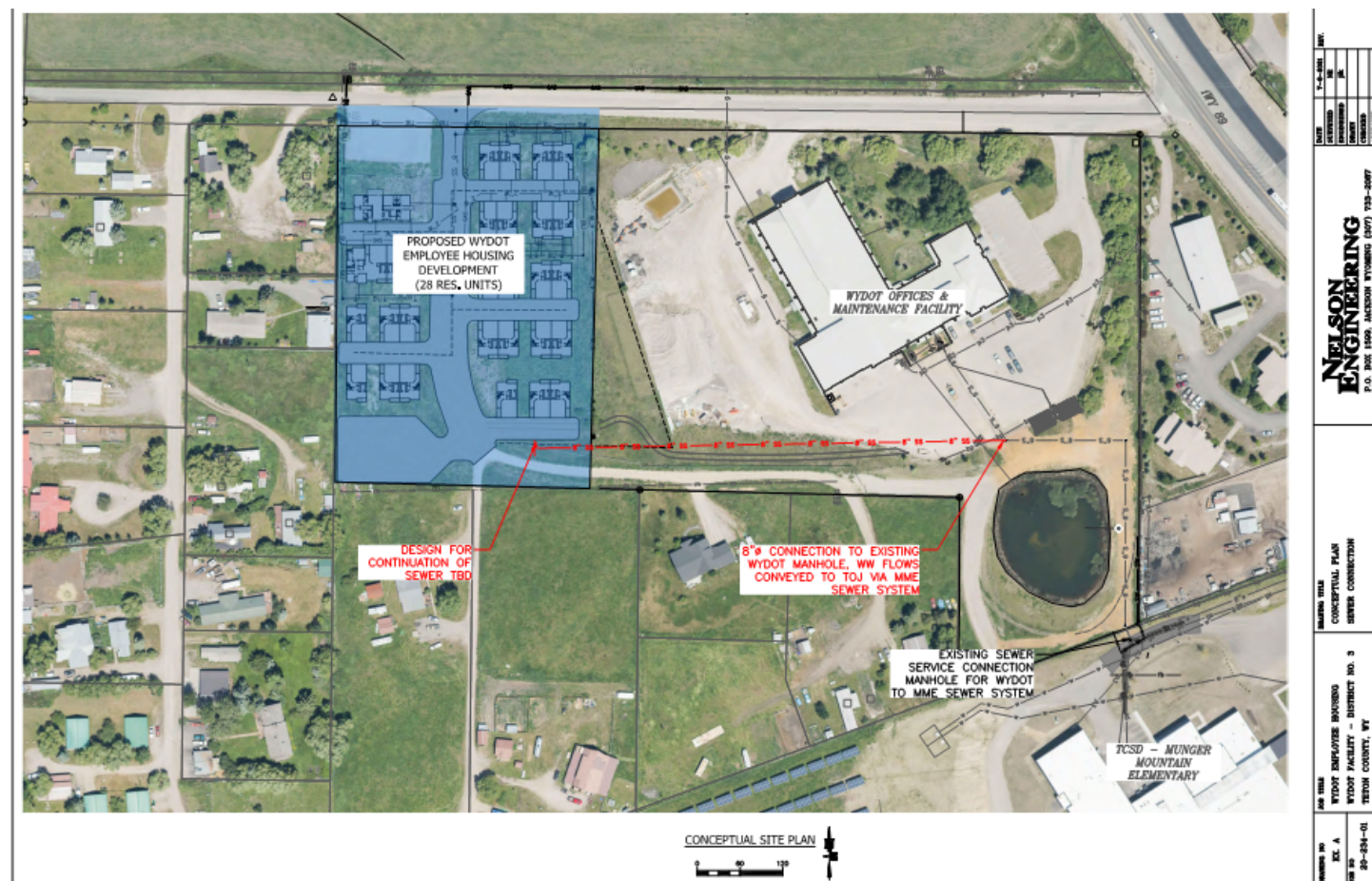


FIGURE 1. Existing and Proposed Development at WYDOT

Wastewater Treatment Plant Overall Capacity

The Town's Wastewater Treatment Plant ("Plant") currently has capacity to accept the additional sewage from this development as presented in the application. While the addition of this development is an increase in service it will not significantly reduce the amount of time remaining before treatment plant upgrades would be required.

CONSIDERATIONS

Staff has considered the following factors in recommending approval of the connection request:

A. Existing Versus New Development

The proposed WYDOT Housing connection is new development on a property that the Town currently provides sewer services for the existing WYDOT administration and maintenance facilities.

B. Expanded Service Area and Capacity Timeline

This request is an increase in services above the base zoning and were considered to flow to the Town's treatment plant. Regardless of whether the units are counted against buildout, the increase in services would reduce the capacity timeline for the sewer treatment plant by less than a year based on current capacity modeling. The full impacts to the Town's systems would be phased in as the housing units are developed.

C. Zoning and Development are Consistent with Comprehensive Plan

The new development lies within Teton County and is located on state lands. The project is currently proceeding through the Teton County development process including a Zoning Map Amendment, Sketch Plan, and Development plan.

D. Deed Restricted And/or Workforce Housing

This project is for approximately 28 affordable workforce housing units to provide WYDOT with a local workforce. The units are proposed as accessory to the primary commercial use and WYDOT will retain ownership of the units. According to the Teton County Zoning Map Amendment Application (ZMA 21-0003) all of the units will be restricted for workforce housing with the Jackson/Teton County Affordable Housing Department. A mix of unit sizes is proposed. A typical 3 bedroom unit was utilized for the estimated sewer volume projections.

E. Potential For Reduced Environmental Impact

Connecting to the Town's sewer services eliminates a private on-site system from being constructed thus eliminating a potential source of ground water contamination from the community.

F. Geographical Location

The WYDOT Housing is located on a property that is already served by the Town and is in proximity to existing sewer collection infrastructure. There are adjacent existing developments within 500 feet of this request that are connected to or could possibly request sewer services in the future. Town staff have been contacted by county planning staff and potential developers regarding sewer services for the development of vacant land in the vicinity.

G. Costs To Upgrade and Impacted User Classes

The proposed connection costs of improvements and upgrades will be borne by the WYDOT and at no cost to the current rate payers. The proposed sewer improvements will be designed, constructed, operated, and maintained by WYDOT.

CONDITONS OF APPROVAL

If this WYDOT request is approved by Town Council:

- A. WYDOT shall cooperate with TCSD and the Town to provide any documents, information, services, or the like in order to complete the amendment to the TCSD Agreement.
- B. An amended TCSD Agreement shall be approved by the Town Council not more than one year from the date of approval of this service request, otherwise this approval shall expire.
- C. The infrastructure shall be designed, permitted, constructed, owned, operated, maintained, repaired, replaced, etc. by WYDOT at the WYDOT's sole cost, unless otherwise established in the CUA(s).

- D. TCSD shall provide all the required exhibits for the Agreement(s). Exhibits shall be to scale on 8.5"X11" or 8.5"X14" paper in black and white without aerial photographs, or as approved by the Town Engineer. Plan sheets should be scalable at 11"X17". Exhibits include but are not limited to: maps of the proposed service area, plans of the proposed infrastructure, lists of parcels with address and development information, etc.
- E. WYDOT is required to secure all easements and permissions necessary to complete the infrastructure development.
- F. WYDOT is responsible for any required pre-treatment (e.g. grease, odor, nitrates, ammonia, etc.) required to produce an acceptable sewage that does not negatively impact the Town's systems.
- G. Prior to construction of any main infrastructure connecting to the Town's systems, or private extensions thereto, permits for the construction of said infrastructure must be issued by the Town, or as established in the amended TCSD Agreement.
- H. Prior to construction of any individual unit connecting a service to the Town's systems, or private extensions thereto, permits for the construction of said infrastructure must be issued by the Town, or as established in the amended TCSD Agreement.
- I. TCSD / WYDOT will furnish and pay for an Engineer, and in some cases a Resident Project Representative, to represent Engineer at the site and assist Engineer in observing the progress and quality of the work. Engineer will make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of contractor's executed work. Based on information obtained during such visits and observations, Engineer will determine, in general, if the work is proceeding in accordance with the permitted plans and specifications. Engineer will not be required to make exhaustive or continuous inspections on the site to check the quality or quantity of the work except that the Engineer must certify that the work conforms generally to the permitted plans and specifications. Based on such visits and observations, Engineer will keep the Town informed of the progress of the work through regular field reports submitted to the Town Engineer and will endeavor to prevent or repair defective work. At completion Engineer shall provide a certification that the project was constructed in accordance with the plans and specifications.
- J. Prior to issuing permits for main construction, TCSD / WYDOT must post a financial assurance that complies with Town of Jackson Land Development Regulation 8.2.11 for 125% of the Town Engineer approved cost for the inspection, testing observation, and certification of the system by a qualified engineering consultant licensed in the state of Wyoming, or as established in the TCSD Agreement .
- K. Prior to the Town Engineer's Final Inspection TCSD / WYDOT must provide the Town Engineer record drawings, CAD, and/or GIS files to document surveyed "as-built" location and metadata of the improvements as required by the agreement.
- L. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to review the proposed reports, modeling, plans, specifications, and the like to objectively determine whether each technical report or document is consistent with Town standards, Wyoming DEQ rules and Regulations, design principles and practices in use at the time of application, and/or modeling updates. Prior to execution of the Connection and Use Agreement(s), the scope and fee for such services will be determined and TCSD / WYDOT must bond for 125% of the fee and pay for all costs of said consultant.
- M. Town may hire a Town-selected qualified engineering consultant licensed in the state of Wyoming to monitor the installation of the improvements. Prior to the issuing of the permit to construct the improvements, the scope and fee for such services will be determined and TCSD must bond for 125% of the fee and pay for all costs of said consultant.
- N. This approval does not relieve the WYDOT from any duty to obtain any other permit or authorization that may be required by any provision of federal, state, or local codes and ordinances; nor does it permit violation of any section of federal, state, or local codes and ordinances.
- O. TCSD / WYDOT will be responsible for all costs to provide technical studies and evaluations of the downstream impact on existing sewers, lift stations and treatment facilities. This information shall include, but not be limited to, existing population, waste loads, and existing and future flows and capacity of downstream facilities.

- P. TCSD / WYDOT shall be responsible for all costs to design, permit, and construct upgrades determined necessary within the Town's systems associated with services for the development. Including compensation for the services rendered by the Town.
- Q. TCSD/WYDOT shall be responsible for all metering as established in the amended TCSD Agreement.
- R. The amended TCSD Agreement, or acknowledgement of said agreement, shall be recorded with the Teton County Clerk for each lot approved for connection. TCSD / WYDOT are responsible for all Teton County Clerk recording fees.
- S. Pursuant to WYDOT's application that "the connection will only service the proposed WYDOT Employee Workforce Housing project," WYDOT shall provide proof that all proposed residential units are subject to the standard Jackson/ Teton County Housing Department Workforce deed restriction template.

Possible Alternatives.

- 1. Approve the request for services subject to conditions of approval, as presented.
- 2. Continue the request for services until after Council sets policy(ies) for connections outside Town and currently contracted service areas.
- 3. Deny the request for services.
- 4. Other.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship. Staff has provided the following sections of the Comprehensive Plan for consideration along with this request.

Common Value #1 – Ecosystem Stewardship

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

Fiscal Impact.

One-time capacity fees would be collected prior to connection that would be determined by the fees established in the Municipal Code at the time of application for the permit to construct the connection. The ongoing fiscal impact thereafter are sewer usage fees paid to the Town. The fee amounts are set forth in Title 13 of the Jackson Municipal Code.

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

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 6-10 hours between Public Works, Planning, Legal and Administration staff.

Step 2: Drafting and Consideration of Connection and Use Agreements for Sewer Services will each have the following impacts.

- CUA Water and Sewer Drafting: 8-16 Hours for each Administration, Legal, and Public Works, for a total of 24-48 hours.
- CUA Finalization and Staff Reports: 2-4 Hours for each Administration, Legal, and Public Works for a total of 6 to 12 hours.

Step 3: Connection Permits for a system can take 8-24 hours and each individual connection and additional 1-4 hours.

In addition, staff notes that when additional services are connected to the Town's systems, there is a cumulative impact to the Town's operation and maintenance personnel for the water system and wastewater collection and treatment systems.

Furthermore, staff notes that these requests for service outside the corporate limits of the Town are time intensive, including significant time to review, draft, execute and administer the CUA.

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

Attachments or Links.

- WYDOT's application and supporting documents.

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

I move to 1) approve the Wyoming Department of Transportation's request for increased sewer collection and treatment services, subject to the conditions of approval set forth in this staff report; 2) direct staff, in coordination with TCSD, to draft an amendment to the TCSD Agreement effectuating motion item Number 1; and 3) present the amended TCSD Agreement to Council for consideration at a future Council Meeting.



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

- ☒ Public Works/Engineering
- ☐ Building
- ☐ Title Company
- ☒ Town Attorney
- ☐ Police

Joint Town/County

- ☐ Parks and Recreation
- ☐ Pathways
- ☐ Housing Department

Teton County

- ☐ Planning Division

- ☐ Engineer
- ☐ Surveyor- Nelson
- ☐ Assessor
- ☐ Clerk and Recorder
- ☐ Road and Levee

State of Wyoming

- ☐ Teton Conservation
- ☐ WYDOT
- ☐ TC School District #1
- ☐ Game and Fish
- ☐ DEQ

Federal Agencies

- ☐ Army Corp of Engineers

Utility Providers

- ☐ Qwest
- ☐ Lower Valley Energy
- ☐ Bresnan Communications

Special Districts

- ☐ START
- ☐ Jackson Hole Fire/EMS
- ☐ Irrigation Company

Date: July 13, 2021	REQUESTS: The applicant is submitting a request for a Sewer Connect located at 1040 E. Evans Rd., legally known as PT. LOT 7 & PT. LOT 4 & PT. NE1/4SW1/4, SEC. 3, TPW. 39, RNG. 116 , PIDN: 22-39-16-03-1-00-011 For questions, please call Brian Lenz 733-0440 x1410 or email to the address shown below. Thank you.
Item #: P21-181	
Planner: Katelyn Page Phone: 733-0440 ext. 1302 Email: kpage@jacksonwy.gov	
Owner: WYDOT 1040 E. Evans Jackson, WY 83001 Applicant: Bob Hammond -WYDOT 1040 E. Evans Jackson, WY 83001	
Please respond by: August 3, 2021 (with Comments)	

RESPONSE: For Departments not using Trak-it, please send responses via email to:
btlenz@jacksonwy.gov



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: WYDOT Affordable Housing
Physical Address: 1040 E Evans Road, Jackson WY 83001-6401
Lot, Subdivision: _____ PIDN: 22-39-16-03-1-00-011

PROPERTY OWNER.

Name: Tory Thomas - WYDOT District 3 Phone: (307)352-3000
Mailing Address: 3200 Elk Street \ Rock Springs, WY ZIP: 82902
E-mail: tory.thomas@wyo.gov

APPLICANT/AGENT.

Name: Bob Hammond - WYDOT District 3 Phone: (307) 732-9602
Mailing Address: 1040 E Evans, Jackson, WY ZIP: 83001
E-mail: bob.hammond@wyo.gov

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

Physical Development

☐ Sketch Plan
☐ Development Plan
☐ Design Review

Interpretations

☐ Formal Interpretation
☐ Zoning Compliance Verification

Relief from the LDRs

☐ Administrative Adjustment
☐ Variance
☐ Beneficial Use Determination
☐ Appeal of an Admin. Decision

Subdivision/Development Option

☐ Subdivision Plat
☐ Boundary Adjustment (replat)
☐ Boundary Adjustment (no plat)
☐ Development Option Plan

Amendments to the LDRs

☐ LDR Text Amendment
☐ Map Amendment

Miscellaneous

☒ Other: Sewer Connection
☐ 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?

X **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 <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

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

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

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

Signature of Property Owner or Authorized Applicant/Agent

Name Printed

Date

Title

WYDOT SEWER CONNECTION

1040 E Evans Road, Jackson, WY 83001

Engineer's Report

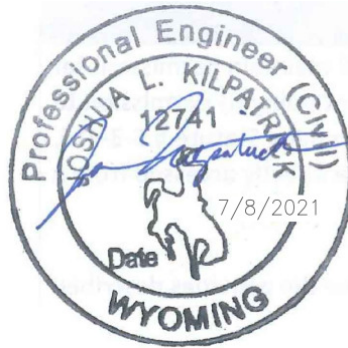
Application for a Connection and Use Agreement for Water and Sewer Services

SUBMITTED TO:

TOWN OF JACKSON

PLANNING DEPT.

TOJ PROJ. #: _____



NELSON ENGINEERING
JACKSON, WY

July, 2021

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INTRODUCTION/PROJECT NARRATIVE

This engineering report provides information regarding the sewer connection for the proposed Wyoming Department of Transportation (WYDOT) affordable housing facility, located at 1040 E Evans Road (PIDN: 22-39-16-031-00-001). This property is currently going through the Teton County Zoning Map Amendment process and the Connection and Use Agreement for Water and Sewer Services application is dependent upon the zoning map amendment approval from the County. The existing WYDOT facility is already hooked into the Teton County School District's (TCSD) sewer system for Munger Mountain Elementary, which has a final connection to the Town of Jackson (TOJ) wastewater collection system and treatment plant. An agreement between TOJ, TCSD and WYDOT for sewer connection of the existing WYDOT facility was entered into on June 14th, 2017.

The reason for this request is to accommodate a future affordable housing project that WYDOT will maintain ownership and use for their employees. Due to the density of the project being approximately 28 units, an additional connection to the Teton County School District (TCSD) system (Munger Mountain) is critical. An existing memorandum of understanding (MOU) is attached in Appendix A providing agreement between WYDOT and TCSD for sewer connection of the proposed employee housing to the Munger Mountain Elementary system. There were no alternatives considered for this proposed housing project and sewer connection, as the connection was already available on-site with the existing WYDOT facility and agreement in place between WYDOT and TCSD. There is no alternative still being proposed.

This sewer connection request will enable WYDOT to provide affordable workforce housing in close proximity to their existing offices and maintenance facility, as well as the Town of Jackson. The project is critical to WYDOT staffing for continued maintenance of State highways in Teton County. The ability of WYDOT to house their workforce is also vital to surrounding communities at large located throughout Teton County; which includes adjacent bedroom communities that rely on safe/hazard free roads for travel. The service that WYDOT provides is highlighted during winter months where quick response to snow removal and clearing of avalanches is critical to the Jackson community, which relies heavily on a workforce that commutes from Lincoln, Sublette, and Fremont Counties, as well as Idaho.

The required studies will be completed and provided as part of this application to ensure that the proposed development will comply with the sewer line capacity. It is likely that approval of the proposed zoning map amendment will be conditioned based on executed sewer connection agreements with WYDOT, TCSD and TOJ.

1.0 OWNERSHIP

WYDOT will be responsible for costs of design, permitting, construction, operation, maintenance, regulatory compliance, repair, and replacement of the system.

All ownership will remain with WYDOT. They will own the proposed housing units, existing facilities and parcel. They will be the responsible party for the connection agreement with the Town of Jackson.

2.0 PROJECT SCHEDULE/DETAILS

Detailed below are the planning and permitting processes and associated timeframes for each for this project to reach fruition. Based on the assumptions made regarding approval processes, the project is expected to break ground in the Spring of 2023, which is highly dependent on time of approval by regulatory authorities.

2.1 RE-ZONING & DEVELOPMENT PLAN APPROVAL

The sewer connection will be dependent upon WYDOT's ability to rezone the parcel from Neighborhood-Conservation (NC) to Public/Semi-Public (P/SP). WYDOT must also go through a Sketch (SKC) plan review and a Development (DEV) review process through Teton County Wyoming's Planning Department. The process is outlined below, which includes the anticipated time for completion. WYDOT is currently in the process of organizing a neighborhood meeting; the initial requirement for a ZMA.

Teton County Required Approvals

- Zoning Map Amendment (ZMA) – Max review period of 5 months
- Sketch Plan (SKC) – Max review period of 5 months
- Development Plan (DEV) – Max review period of 5 months

*Timeframe for review depending upon County's current workload. Zoning Map Amendment must be approved first before the Sketch Plan can be submitted.

Subsequent to those approvals, all other applicable development standards would be adhered to.

2.2 DESIGN & PERMITTING SCHEDULE

Completion of plans for permitting and construction purposes is expected to take 6 to 8 months. Subsequent to project design and in addition to approval of the sewer connection permit (this report and application), the following permits will be sought with the anticipated timelines noted.

Teton County Required Permits

- Building Permit (BDR/Teton County, WY) – 3 to 4 months
- Basic Use Permit (BUP/Teton County, WY) – 2 months
- GEC (Grading Permit/Teton County, WY) – 2 to 3 months
- Wyoming Department of Environmental Quality – 2 to 3 months
- Wyoming State Engineering Office Well Permitting – 2 months

2.3 CONSTRUCTION SCHEDULE

The anticipated earliest start for construction is in the Spring of 2023; the schedule is highly dependent on obtaining project approval in accordance with Sections 2.2 and 2.3 above. The project is likely to be phased, where not all of the housing units will be constructed in the same timeframe. The quantity of units in each phase will be based on available funding and housing needs.

2.4 PROPOSED METHOD OF METERING/PAYMENT

Measurement of sewer flow and payment will be consistent with current flow assessment and billing practices. Sewer flows associated with this development will be conveyed to the existing sewer connection to the Munger Mountain Elementary (MME) School's sewer. The Town currently assesses sewer fees to TCSD in accordance with meter readings taken downstream of the existing Munger Mountain Elementary School lift station. Fees associated with WYDOT sewer flows are conveyed from TCSD to WYDOT through separate billing.

2.5 WASTEWATER FLOWS & CHARACTERISTICS

Below are estimates for wastewater flows based on Wyoming Department of Environmental Quality (WDEQ) design standards. A description of sewer characteristics is also included.

Estimated Wastewater Flows & Volumes

Each proposed housing unit will be approximately 3-bedrooms, which results in an estimated total maximum day wastewater flow for 28 housing units of 10,920 gpd (390 GPM/per unit). The maximum day flows are based on Table 1 in Chapter 25 of the WDEQ Water Quality Rules and Regulations. According to a TOJ invoice to TCSD (see Appendix B) for October of 2019, the monthly wastewater production for the existing WYDOT Facility and MME School is 580 Kgal/month. Assuming an average day is 60% of maximum day flow, the anticipated monthly sewer flow for the proposed 28-unit development is 203Kgal, or an overall 35% increase in flows conveyed to TOJ.

Sewer Characteristics

Wastewater characteristics are expected to be consistent with typical residential developments. It is assumed wastewater generated by this development will fall within the "typical" column of the table presented below.

Table 1. Composition of Typical Residential Untreated Wastewater			
Constituent	Unit	Range	Typical
Total Solids	mg/L	300-1200	700
Dissolved	mg/L	250-1200	500
Fixed	mg/L	150-550	150
Volatile	mg/L	100-300	150
Suspended	mg/L	100-400	220
Fixed	mg/L	30-100	70
Volatile	mg/L	70-300	150
Settleable	mg/L	50-200	100
BOD5	mg/L	100-400	250
TOC	mg/L	100-400	250
COD	mg/L	200-1,000	500
Total Nitrogen	mg/L	15-90	40
Organic	mg/L	5-40	25
Ammonia	mg/L	10-50	25
Nitrite	mg/L	0	0
Nitrate	mg/L	0	0
Total Phosphorous	mg/L	5-20	12
Organic	mg/L	1-5	2
Inorganic	mg/L	5-15	10
Chloride	mg/L	30-85	50
Sulfate	mg/L	20-60	15
Alkalinity	mg/L	50-200	100
Grease	mg/L	50-150	100
Total Coliform	Colonies/100mL	10 ⁶ -10 ⁸	10 ⁷
VOCs	µg/L	100-400	250

Source: Northern Arizona University Department of Civil and Environmental Engineering.

3.0 PLANS/MAPS

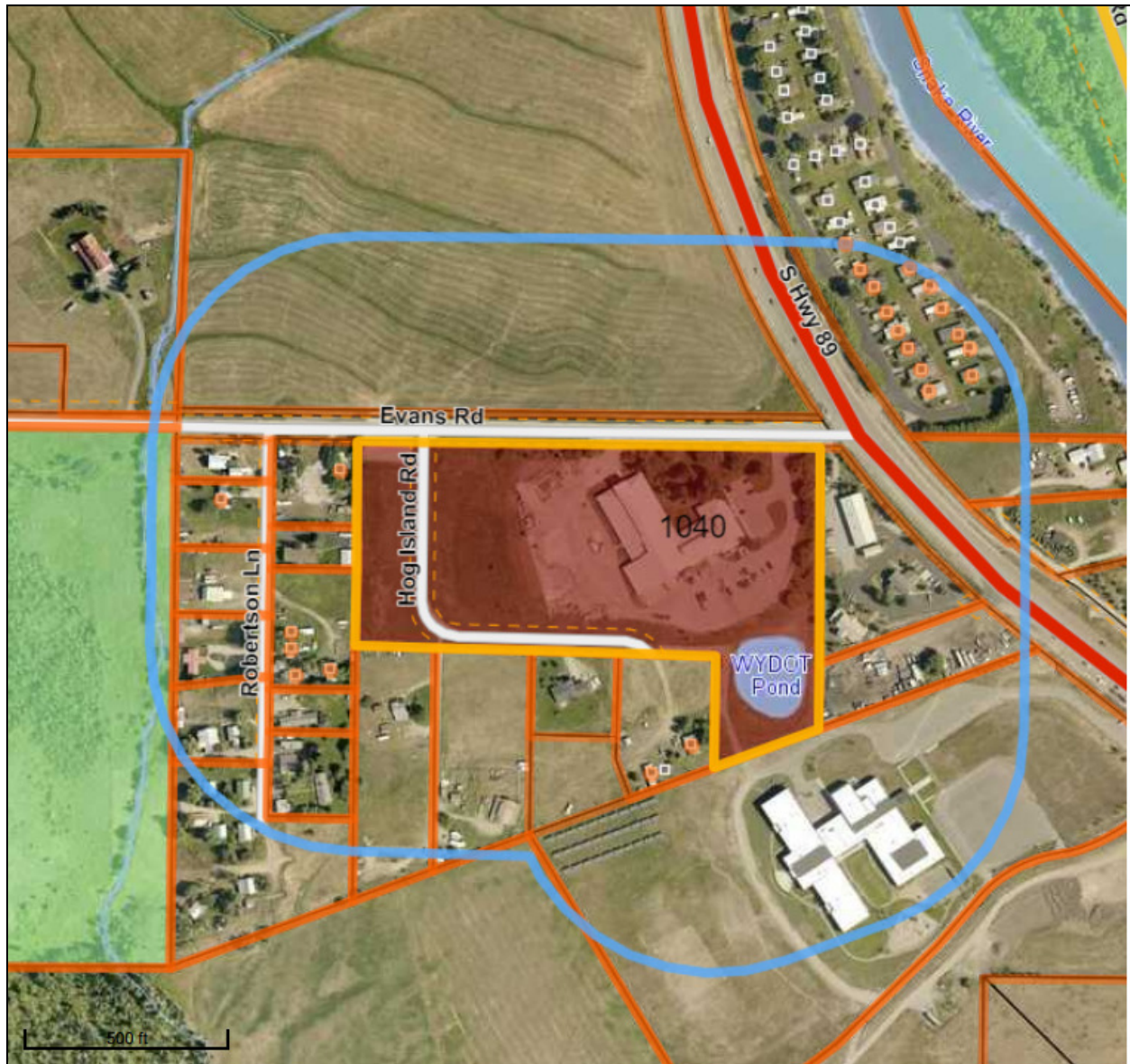
Planning for future connection of the WYDOT Employee Housing project to TCSD's system has been in process since 2017 (see MOU in Appendix A). Accommodations for future connection were made as part of the WYDOT/TCSD Sewer Line & Connection project in 2019. Plans for the 2019 project are provided in Appendix C, where an 8" dia. stub for connection of the future housing project is highlighted on sheet C3.0 at sewer line station 4+48 in the plans.

Design and construction plans for sewer infrastructure from the connection point (station 4+48) to the housing development has not been developed, however it is expected that all infrastructure will be designed and constructed in accordance with WDEQ standards. All operation and maintenance of sewer facilities extending from the housing development to the connection point to TCSD's system will be the responsibility of WYDOT. A conceptual site plan of the development with notes for sewer connection is provided in Appendix D.

4.0 PRIVATE PROPERTIES AND SYSTEMS

No other private properties will be serviced with this proposed Sewer Connection agreement. The connection will only service the proposed WYDOT Employee Workforce Housing project. In accordance with the *TOJ Application for a Connection and Use Agreement for Water and Sewer Services*, the following vicinity map is provided showing all properties within 500 feet of the proposed infrastructure.

Vicinity Map w/ 500 ft Buffer



Blue line represents 500 ft
buffer for neighboring
properties

NORTH
Teton County provides this map for illustrative purposes
only and assumes no liability for actions taken by users
based on information shown.
printed 7/6/2021

All properties within 500 feet of the
proposed infrastructure, regardless
of whether or not the property
intends to connect to the private
system.

APPENDIX A

WYDOT/TCSD Sewer Connection Memorandum of Understanding (MOU)



Matthew H. Mead
Governor

Wyoming Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340



William T. Panos
Director

May 24, 2017

Jeff Daugherty, Assistant Superintendent
Teton County School District No. 1
P. O. Box 568
Jackson, Wyoming 83001

Memorandum of Understanding for
Federal Project N104083
Hoback Jct.-Jackson/Snake River/N. Section
Teton County

Dear Mr. Daugherty:

Enclosed herewith for the School District's file is an executed original of the Memorandum of Understanding for the above-mentioned project.

Thank you for your handling of this MOU.

Very truly yours,

Janice Burlew
Cooperative Agreements Coordinator
Local Governments-Planning Program

Enclosure

cc: the following via email:
Keith Compton, P.E., District Engineer, Rock Springs
Ted Wells, P.E., District Construction Engineer, Rock Springs
Bob Hammond, P.E., Resident Engineer, Jackson
Jeff Brown, P.E., State Highway Development Engineer, Cheyenne
Sandra Pecenka, P.E., Project Development Engineer, Cheyenne
Andrea Allen, P.E., Project Development Engineer, Cheyenne
Craig Alexander, Lands Management Manager, R/W, Cheyenne
Chris Pivik, P.E., Assistant Contracts and Estimates Engineer
Pam Fredrick, Budget Program, Cheyenne
Kim Lamb, Projects Resource Coordinator, Budget Office, Cheyenne
Christy Stone, STIP Program Coordinator, Planning Program, Cheyenne

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
TETON COUNTY SCHOOL DISTRICT NO.1**

Federal Project N104083
Hoback Jct.-Jackson/Snake River/N. Section
Teton County

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the Teton County School District No. 1, hereafter referred to as the "School District" whose address is P.O. Box 568, Jackson Wyoming 83001.
2. **Purpose.** WYDOT will construct a gravel access road across WYDOT property on Federal Project N104083 to the new Munger Mountain Elementary School and allow the School District emergency access across WYDOT property on this road. **In exchange, the School District will construct a sewer connection for the Jackson WYDOT office and future employee housing into the School District's sewer line.**
3. **Terms of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of WYDOT.** WYDOT will design (See Exhibit "A") and construct a gravel access road across its property to the new Munger Mountain Elementary School as part of Federal Project N104083. WYDOT will allow the School District emergency access across its property on this road (See Exhibit "A1"). WYDOT will install a gate that will restrict access to the roadway at the WYDOT/School District property line. This gate will be locked and keys will be provided to both the WYDOT and the School District. WYDOT will be responsible for the surface maintenance (excluding snow removal) for this roadway.
6. **Responsibilities of the School District.** The School District shall design and construct a sewer connection into the School District's new sewer line for the Jackson WYDOT office and future employee housing. The School District shall maintain the sewer line from the new school to where it ties into the Town of Jackson's sewer district, including the connection to the WYDOT sewer line. The School District shall be responsible for

the snow removal on the new constructed emergency access road across WYDOT property.

7. General Provisions

- a. Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- b. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. Entirety of this MOU.** This MOU, consisting of three pages; Exhibit "A" and Exhibit "A1", consisting of one page each, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- d. Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend nor indemnify the other.
- e. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- f. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance
- g. Sovereign Immunity.** The State of Wyoming and WYDOT do not waive their sovereign immunity by entering into this MOU and the School District does not waive governmental immunity and each specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-104(a) and all other State law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity

h. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

8. **Signatures.** The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Attest/Witness:

Michele D. Doyle
Name
Michele D. Doyle, Exec Asst
Print Name, Title

Teton County School District No. 1:

[Signature]
Jeff Daugherty, Assistant Superintendent
4/21/17
Date

(SEAL)

Attest:

[Signature]
Sandra J. Scott, Secretary
Transportation Commission of Wyoming

Wyoming Department of Transportation:

[Signature]
Gregg C. Fredrick, P.E., Chief Engineer
5-23-2017
Date

(SEAL)

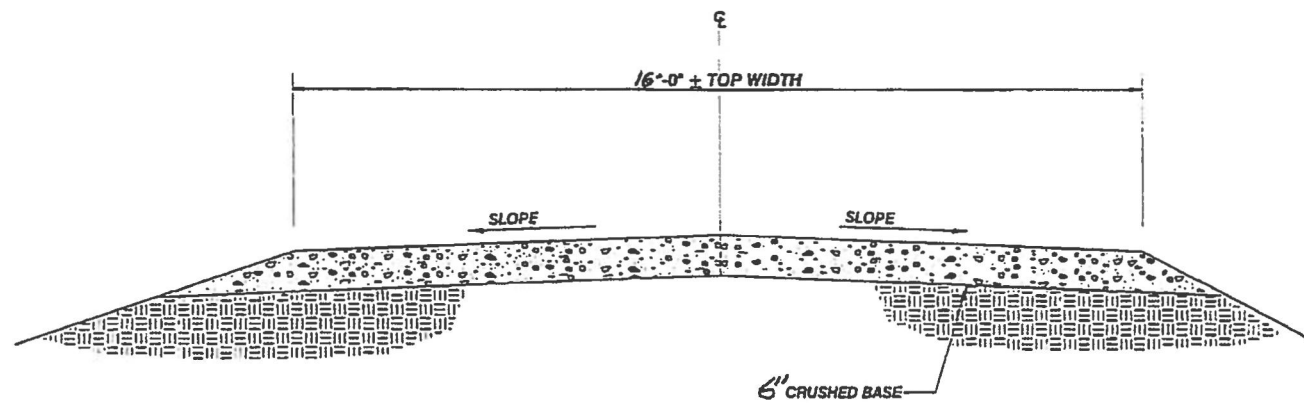
Approved as to form:

By: [Signature]
Michael T. Kahler
Senior Assistant Attorney General
State of Wyoming

Date MOU prepared: 12-8-16

EXHIBIT "A"

TYPICAL SECTION



T.C.D. ELEMENTARY SCHOOL

SITE PLAN LEVEL

A001

MUNGER MOUNTAIN ELEMENTARY SCHOOL
TETON COUNTY SCHOOL DISTRICT NO. 1

APPENDIX B

TOJ Sewer Invoice to WYDOT



Town of Jackson

150 East Pearl Avenue | PO Box 1687
Jackson, WY 83001

307-733-3932
info@townofjackson.com
Monday - Friday 8:00am - 5:00pm

Have your bill paid automatically each month with Xpress Bill Pay's hassle-free Auto Pay feature.

Billing Address

MUNGER MOUNTAIN
SCHOOL DIST
PO BOX 568
JACKSON, WY 83001

Service Address

7605 S HWY 89
Jackson WY

Description	Read Date	Prev Reading	Present Reading
WA	10/31/2019	7,252,996	7,832,738

RECEIVED NOV - 5 2019

Verified by Rendezvous Engineering:
October 2019 Sewer Use: 579,742 Gallons (579.742 MG)
Sewer Base Fee (4" Discharge Pipe): \$81.24/ Month
Sewer Usage: $579.752 \times \$2.27 = \$1,316.01$
Sewer Surcharge: $579.742 \times \$0.80 = \463.79

Account Information

Account Number: 1592095.1
Account Type: Utility
Due Date: 11/30/2019
Billing Period End: 10/31/2019

Total Charges

Sewer Usage	\$1,316.01
Sewer Base fee	\$81.24
Sewer Surcharge	\$463.79
Statement Charges	\$1,861.04
Total Amount Due	\$1,861.04



Town of Jackson

150 East Pearl Avenue | PO Box 1687
Jackson, WY 83001

307-733-3932
info@townofjackson.com
Monday - Friday 8:00am - 5:00pm

26'055\$
9/17/2019

Previous Payment Amount
Previous Payment Date

Have your bill paid automatically each month with Xpress Bill Pay's hassle-free Auto Pay feature.

Billing Address

MUNGER MOUNTAIN
SCHOOL DIST
PO BOX 568
JACKSON, WY 83001

Service Address

7605 S HWY 89
Jackson WY

Description	Read Date	Prev Reading	Present Reading
WA	9/30/2019	6,725,290	7,252,996

Account Information

Account Number: 1592095.1
Account Type: Utility
Due Date: 10/31/2019
Billing Period End: 9/30/2019

Total Charges

Sewer Usage	\$1,197.89
Sewer Base fee	\$81.24
Sewer Surcharge	\$422.16
Statement Charges	\$1,701.29
Total Amount Due	\$1,701.29



Town of Jackson

150 East Pearl Avenue | PO Box 1687
Jackson, WY 83001

307-733-3932
info@townofjackson.com
Monday - Friday 8:00am - 5:00pm

Have your bill paid automatically each month with Xpress Bill Pay's hassle-free Auto Pay feature.

Billing Address

MUNGER MOUNTAIN
SCHOOL DIST
PO BOX 568
JACKSON, WY 83001

Service Address

7605 S HWY 89
Jackson WY

Description	Read Date	Prev Reading	Present Reading
WA	8/30/2019	6,118,523	6,725,290

RECEIVED SEP - 4 2019

Account Information

Account Number: 1592095.1
Account Type: Utility
Due Date: 9/30/2019
Billing Period End: 8/31/2019

Total Charges

Sewer Usage	\$1,377.36
Sewer Base fee	\$81.24
Sewer Surcharge	\$485.41
Statement Charges	\$1,944.01
Total Amount Due	\$1,944.01



Town of Jackson

150 East Pearl Avenue | PO Box 1687
Jackson, WY 83001

307-733-3932
info@townofjackson.com
Monday - Friday 8:00am - 5:00pm

Have your bill paid automatically each month with Xpress Bill Pay's hassle-free Auto Pay feature.

Billing Address

MUNGER MOUNTAIN
SCHOOL DIST
PO BOX 568
JACKSON, WY 83001

Service Address

7605 S HWY 89
Jackson WY

Description	Read Date	Prev Reading	Present Reading
WA	7/31/2019	5,599,555	6,118,523

Account Information

Account Number: 1592095.1
Account Type: Utility

Due Date: 8/31/2019

Billing Period End:

7/31/2019

Total Charges

Sewer Usage	\$1,178.06
Sewer Base fee	\$81.24
Sewer Surcharge	\$415.17

Statement Charges	\$1,674.47
-------------------	------------

Total Amount Due	\$1,674.47
------------------	------------

RECEIVED AUG - 6 2019



Town of Jackson

150 East Pearl Avenue | PO Box 1687
Jackson, WY 83001

307-733-3932
info@townofjackson.com
Monday - Friday 8:00am - 5:00pm

Have your bill paid automatically each month with Xpress Bill Pay's hassle-free Auto Pay feature.

Billing Address

MUNGER MOUNTAIN
SCHOOL DIST
PO BOX 568
JACKSON, WY 83001

Service Address

7605 S HWY 89
Jackson WY

Description	Read Date	Prev Reading	Present Reading
WA	6/28/2019	4,869,254	5,599,555

Account Information

Account Number: 15920
Account Type: Utility

Due Date: 7/31/2019

Billing Period End:

6/30/2019

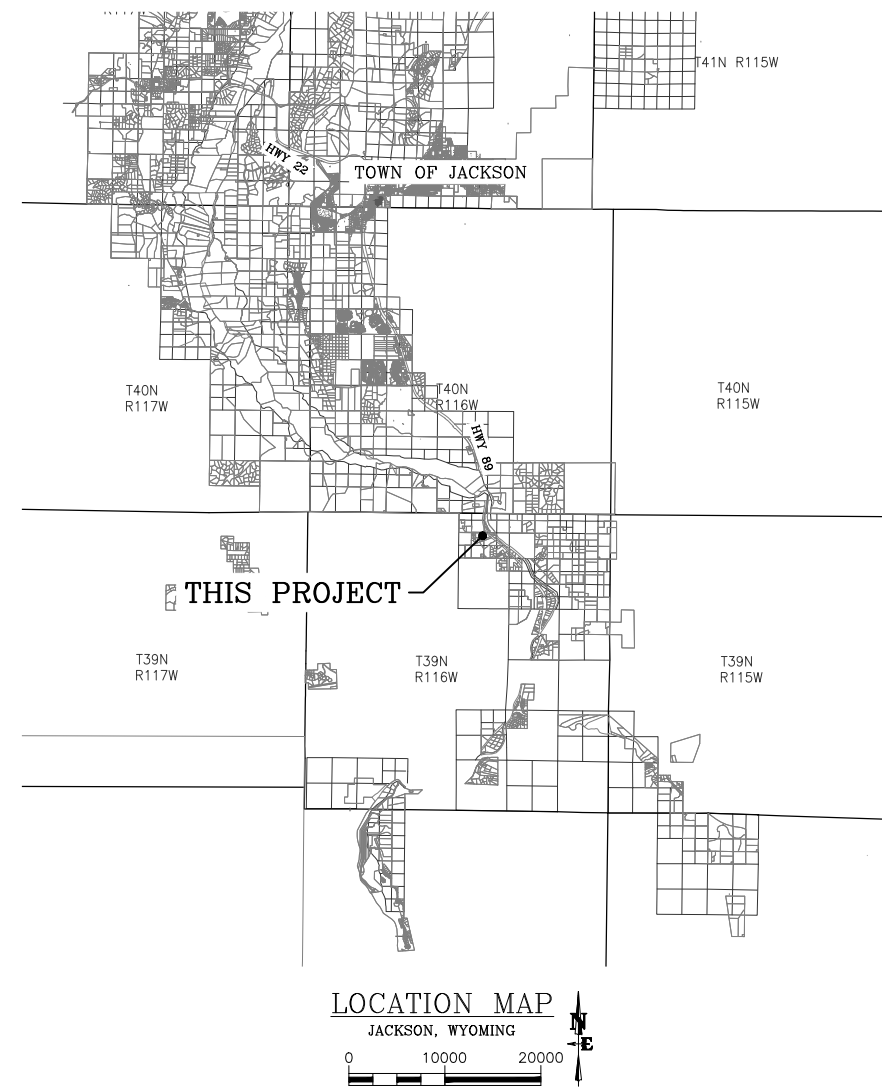
Total Charges

Sewer Usage	\$1,657.78
Sewer Base fee	\$81.24
Sewer Surcharge	\$584.24
Statement Charges	\$2,323.26
Total Amount Due	\$2,323.26

APPENDIX C

2019 WYDOT Facility Sewer Connection Drawings

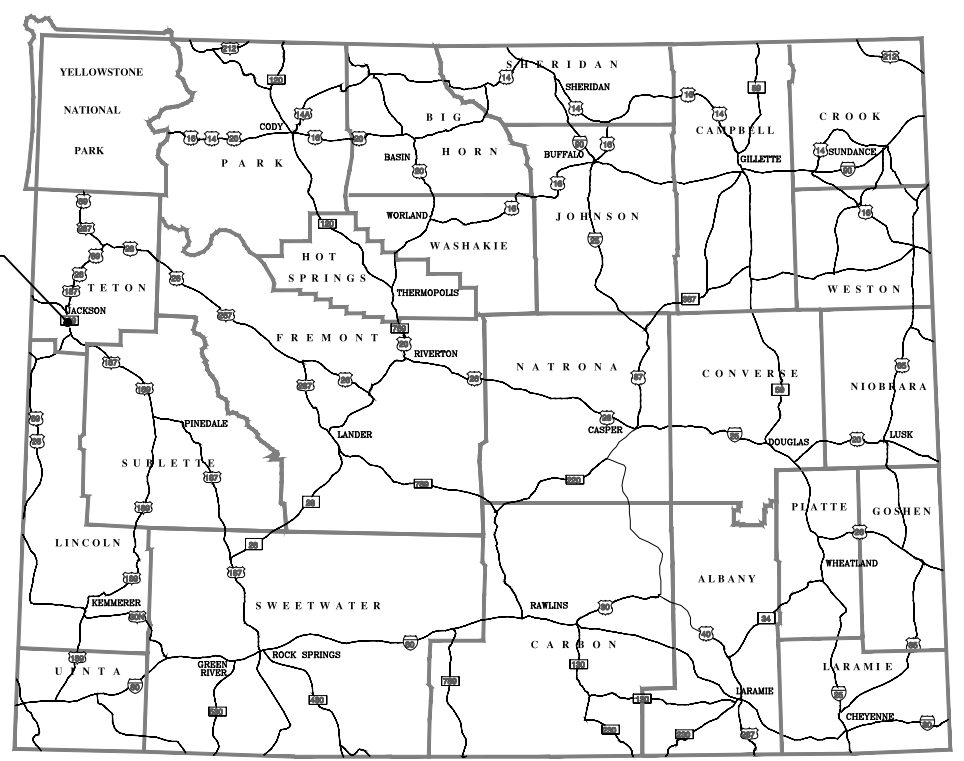
WYDOT/TCSD SEWER LINE & CONNECTION



DRAWING INDEX

DWG. NO.	DESCRIPTION
T1.0	TITLE SHEET
C1.0	EXISTING SITE
C2.0	SITE PLAN
C3.0	SEWER PLAN & PROFILE
C3.1	SEWER PLAN & PROFILE
C3.2	SITE CIVIL DETAILS
C3.3	LIFT STATION DETAILS
C3.4	WATER METER DETAILS

PROJECT LOCATION



VICINITY MAP
JACKSON, WYOMING

GENERAL CONSTRUCTION NOTES:

CAUTION: UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES (WHETHER FUNCTIONAL OR ABANDONED) WITHIN THE PROJECT AREA ARE SHOWN ON THESE CONSTRUCTION DRAWINGS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES BEFORE STARTING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM CONTRACTORS WORK.

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS (SEPARATELY BOUND).
- COORDINATE ALL WORK WITH THE ENGINEER/OWNER THAT INTERRUPTS SERVICE OR DAILY OPERATIONS AT WYDOT OR THE SCHOOL FACILITY.
- WORK HOURS: UNLESS OTHERWISE NOTED IN THESE PLANS OR APPROVED BY ENGINEER/OWNER, WORK HOURS SHALL BE LIMITED TO WEEKDAYS FROM 6:00AM TO 9:00PM.
- SECTION 01 50 00 – TEMPORARY FACILITIES:
 - A PORTABLE TOILET SHALL BE PROVIDED BY THE CONTRACTOR.
 - CONTRACTOR SHALL PROVIDE PORTABLE POWER AND TOOLS TO COMPLETED WORK.
 - WATER FOR CONSTRUCTION WILL BE PROVIDED BY WYDOT.

REVISIONS			
No:	REVISION DESCRIPTION:	BY:	DATE:
1	ADDENDUM NO. 1	JLK	3/12/19
2	AS-BUILT	JLK	7/12/19

DUBBE MOULDER
ARCHITECTS

JACKSON
1160 Alpine Lane, Box 24
PO BOX 9227
JACKSON, WY 83002
PHONE (307) 733-9551

WYDOT
37 North First East
PO BOX 169
DALLAS, TX 75201
PHONE (202) 354-0151



DATE

1/20/19

1-28-19

SURVEYED

ENGINEERED

DRAWN

CHECKED

APPROVED

NE

JK

DRAWING NO

T1.0

JOB NO

SFD# 1155

NE# 18-322-01

DRAWING TITLE

TITLE SHEET

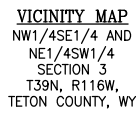
WYDOT/TCSD SEWER LINE

WYDOT FACILITY – DISTRICT NO. 3

TETON COUNTY, WY

NELSON ENGINEERING

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



-



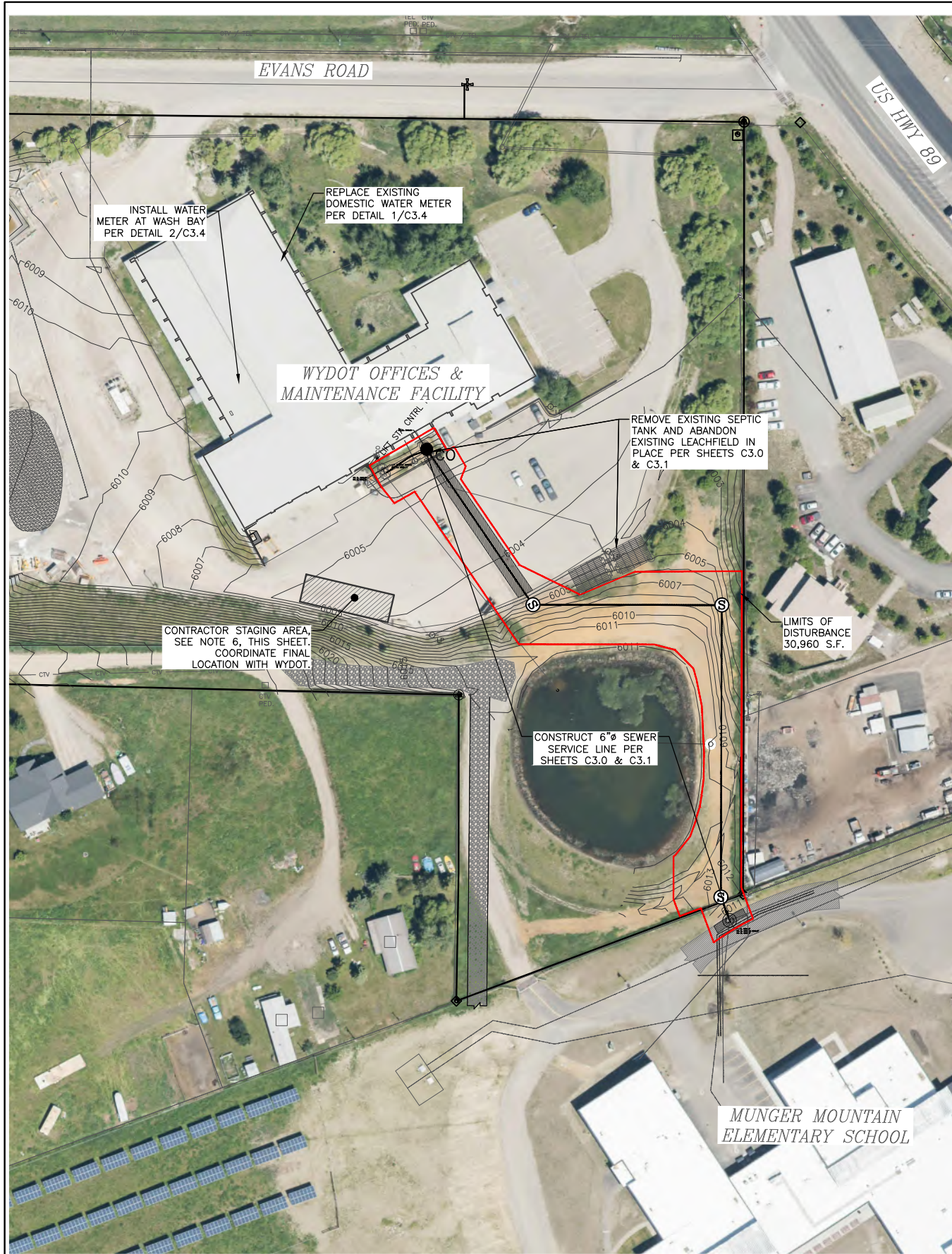
DUBBE MOULDER
ARCHITECTS

JACKSON
1160 Alpine Lane, apt 2a
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JACKSON, WY 83002
PHONE (307) 733-9551

DRUGS
37 North First East
PO BOX 169
Driggs, ID 83422
PHONE: (208) 354-0151

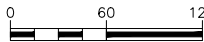
DRAWING NO C1.0	JOB TITLE WYDOT/TCSD SEWER LINE WYDOT FACILITY - DISTRICT NO. 3 TETON COUNTY, WY	DRAWING TITLE EXISTING SITE	1/20/19		REV.
			DATE	1-28-19	
			SURVEYED	NE	
			ENGINEERED	JLK	
			DRAWN	BIG	
JOB NO SFD# 1155 NE# 18-322-01		NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	CHECKED		
			APPROVED		

S:\Pro\2018\322-01 WYDOT Sewer Service\4 Drawings\DWG\1Sewer Designing\02.0 SITE PLAN (2).dwg - Nov 19 2020 03:50:00 pm PLOTTED BY klapareck DWG FORMAT: E30



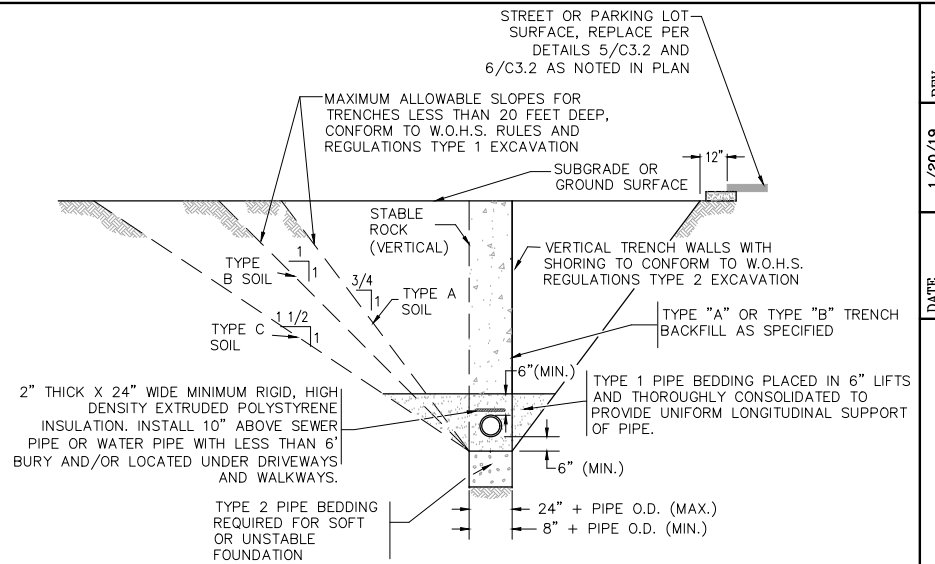
SITE PLAN

SCALE: 1" = 120' (11x17)



CONSTRUCTION NOTES:

- SCHEDULE WORK ASSOCIATED WITH THE CONNECTION TO THE EXISTING MANHOLE WITH THE ENGINEER AND SCHOOL DISTRICT. COMPLY WITH THE FOLLOWING REQUIREMENTS REGARDING WORK WITHIN THE SCHOOL'S PROPERTY:
 - CONTRACTOR SHALL MAINTAIN ONE-LANE TRAFFIC (10' MIN. WIDTH) AT ALL TIMES ON THE EXISTING ACCESS ROAD.
 - PROVIDE TRAFFIC CONES AND CONSTRUCTION WARNING SIGNS TO DELINEATE WORK AND NOTIFY VEHICULAR TRAFFIC OF HAZARDS.
 - REMOVE AND DISPOSE OF EXISTING PAVEMENT OFFSITE.
 - SHORE EXCAVATION PER DETAIL 1/C2.0 AND OSHA REQUIREMENTS.
 - BACKFILL TRENCH PER DETAIL 1/C2.0, AND CUT AND REPLACE EXISTING ASPHALT PAVEMENT PER DETAIL 6/C3.2.
 - INSTALL TEMPORARY 6'-HIGH CHAIN-LINK FENCE AT LIMITS OF DISTURBANCE WHEN WORKING IN SCHOOL PROPERTY. TEMPORARY FENCE SHALL REMAIN IN-PLACE UNTIL THE FOLLOWING WORK IS COMPLETED
 - CONTRACTOR HAS COMPLETED WORK AND BACKFILLED THE TRENCH TO MATCH EXISTING GRADES IN ACCORDANCE WITH NOTE 11
 - REPLACED PERMANENT FENCE IN ACCORDANCE WITH NOTE 2 BELOW.
 - DISTURBED SURFACES AND FENCING WITHIN SCHOOL PROPERTY SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION
- DISASSEMBLE AND REMOVE EXISTING FENCE SECTIONS FOR SEWER LINE INSTALLATION. FOLLOWING PIPE INSTALLATION, REPLACE FENCE TO MATCH EXISTING. MATERIALS USED FOR REPLACEMENT OF DAMAGED, OR OTHERWISE UNSALVAGEABLE FENCE MATERIALS, SHALL MATCH EXISTING.
- CONTRACTOR SHALL VERIFY ELEVATIONS OF THE SEWER LINE LEAVING THE BUILDING AND THE NEW MANHOLE DOWNSTREAM IN ORDER TO ESTABLISH FINAL SLOPE. COORDINATE FINAL SLOPES WITH THE ENGINEER.
- MAINTAIN EXISTING SEPTIC SYSTEM UNTIL THE NEW SEWER LINE, EXTENDING TO THE POINT OF CONNECTION AT THE BUILDING, HAS BEEN INSPECTED, TESTED AND APPROVED BY THE ENGINEER. REMOVAL/ABANDONMENT OF THE EXISTING SYSTEM AND CONNECTION OF THE NEW SERVICE LINE TO THE EXISTING BUILDING SEWER SHALL COMPLY WITH THE FOLLOWING:
 - COORDINATE WORK WITH THE PROJECT ENGINEER AND WYDOT FACILITIES MANAGER.
 - WORK SHALL BE COMPLETED ON A WEEKEND, OR APPROVED WEEKDAY OUTSIDE WYDOT OPERATING HOURS.
 - CONTENTS OF THE EXISTING SEPTIC TANK SHALL BE PUMP AND DISPOSED OF AT A LOCAL WASTEWATER TREATMENT FACILITY.
 - SEPTIC TANK SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR.
 - EXISTING PIPES, ABANDONED IN PLACE, SHALL BE PLUGGED WITH CEMENT OR CAPPED.
 - BACKFILL OVER-EXCAVATED AREAS WITH TYPE 2 BEDDING PER SECTION 31 23 34 - TRENCH BACKFILL.
- CONTRACTOR SHALL REMOVE AND REPLACE (IN FULL SECTIONS) EXISTING VERTICAL CURB. COMPLETED WORK IN ACCORDANCE WITH DETAIL 5/C3.2.
- CONSTRUCTION EQUIPMENT AND MATERIALS SHALL BE STAGED WITHIN THE LIMITS OF DISTURBANCE (OUTSIDE EXISTING PAVED AREAS) OR STAGING AREA SHOWN IN PLAN ON SHEET C2.0.
- STRIPPED MATERIAL SHALL BE STOCKPILED ONSITE, CUT MATERIAL WILL BE PLACED DIRECTLY INTO FILL AREAS OR STOCKPILED.
- EXISTING TOPSOIL SHALL BE STRIPPED TO A MINIMUM DEPTH OF 8" AND STOCKPILED ONSITE FOR FINAL RECLAMATION IN ACCORDANCE WITH SECTION 31 91 19.
- OWNER WILL PROVIDE STAKING FOR THE PLANNED IMPROVEMENTS IN ACCORDANCE WITH SECTION 01 73 00. STAKING WILL INCLUDE OFFSETS WITH SEWER MANHOLE BENCHMARKS AND DELINEATION OF THE LIMITS OF DISTURBANCE (WITH LATH). ADDITIONAL STAKING REQUIREMENTS AS A RESULT OF CONTRACTOR NEGLIGENCE SHALL BE PAID FOR BY THE CONTRACTOR.
- DUST CONTROL SHALL BE ACCOMPLISHED BY WATERING DISTURBED AREAS AND STOCKPILES. CONTRACTOR SHALL PREVENT TRACKING OUT OF SOIL ONTO PUBLIC AND PRIVATE ROADS. CONTRACTOR SHALL SWEEP ROADS AND PARKING LOT AS REQUIRED.
- IN STREETS, SIDEWALKS, DRIVEWAYS, PARKING AREAS AND OTHER TRAVEL WAYS, THE CONTRACTOR SHALL BACKFILL THE TRENCHES AND PROVIDE A TEMPORARY GRAVEL SURFACE FLUSH WITH THE EXISTING PAVEMENT OR CONCRETE UNTIL THE DISTURBED SURFACE CAN BE RESTORED. PERMANENT PAVEMENT REPAIRS SHALL BE COMPLETED IN A TIMELY FASHION IN ACCORDANCE WITH DETAIL 6/C3.2.
- CONTRACTOR MAY WASTE EXCESS SOILS (OVERBURDEN) ONSITE. FINAL LOCATIONS AND GRADES FOR OVERBURDEN SHALL BE COORDINATED WITH THE ENGINEER AND WYDOT. GRADING OF OVERBURDEN SHALL BE IN ACCORDANCE WITH DETAIL 7/C3.2 AND 8/C3.2.
- FOLLOWING SEWER INSTALLATION, SEED AND MULCH DISTURBED AREAS IN ACCORDANCE WITH SECTION 32 92 19.16.
- ALL WORK SHALL BE COMPLETED IN THE SPRING/SUMMER OF 2019; SUBSTANTIAL/FINAL COMPLETION AS SPECIFIED IN THE CONTRACT DOCUMENTS.

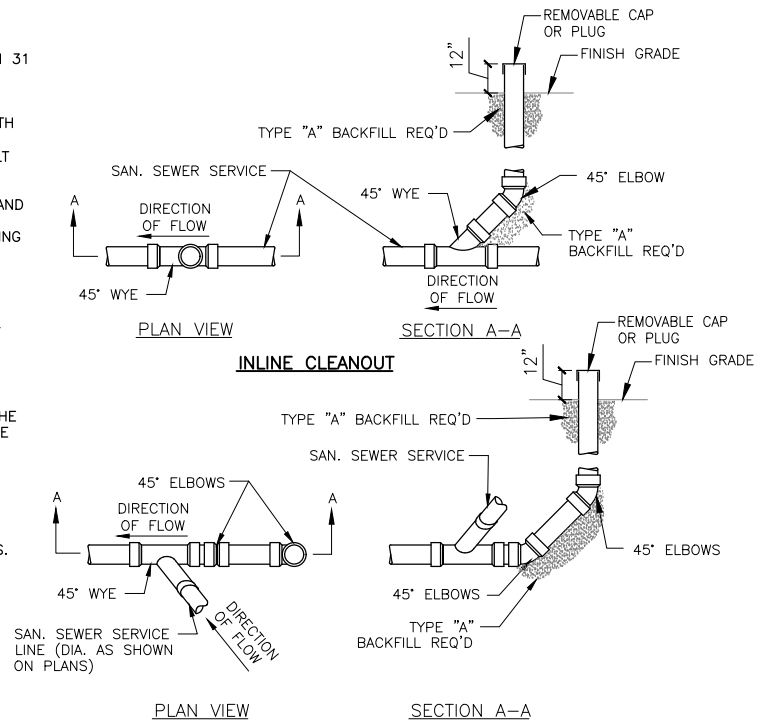


NOTES:

- COMPLY WITH TRENCH EXCAVATION AND BACKFILL REQUIREMENTS PROVIDED IN SECTIONS 31 23 33 AND 31 23 34.
- TRENCH BACKFILL BELOW THE SURFACE SHALL MEET THE FOLLOWING CRITERIA:
 - 95% MODIFIED PROCTOR DENSITY WITHIN DRIVEWAYS, STREETS AND PARKING AREAS.
 - 90% MODIFIED PROCTOR DENSITY OUTSIDE DRIVEWAYS, STREETS AND PARKING AREAS.
- COMPACTION OF NATIVE TRENCH BACKFILL, WITH ALL ROCK LARGER THAN 6" REMOVED, SHALL BE CARRIED OUT IN 2' LIFTS WITH A HOE-PACK OR A VIBRATORY SHEEPS FOOT ROLLER (COMPACTION METHOD AND EQUIPMENT SHALL BE REVIEWED AND APPROVED BY ENGINEER PRIOR TO BACKFILLING).
- PIPE BEDDING SHALL BE PLACED IN 6" LIFTS AND THOROUGHLY COMPACTED WITH A JUMPING JACK TO PROVIDE UNIFORM PIPE SUPPORT.
- UNLESS OTHERWISE DIRECTED, ALL BASE COURSE AND GRAVEL SURFACE REPLACEMENT SHALL BE INSTALLED PER SECTION 31 20 00.
- ALL TRENCH EXCAVATION SHALL CONFORM TO WYOMING OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (WOSHA) REGULATIONS. IN ORDER TO MITIGATE RISK ASSOCIATED WITH PUBLIC AND ANIMAL ENTRY, TRENCHES SHOULD BE PROPERLY BARRICADED WITH CONSTRUCTION FENCING AND OTHER NECESSARY WARNING OR CONTROL DEVICES.
- INSTALLED SEWER PIPE SHALL BE CLEANED (FLUSHED), INSPECTED AND TESTED IN ACCORDANCE WITH SECTION 33 31 00 - SANITARY SEWERAGE PIPING.

1 C2.0 STANDARD PIPE TRENCH DETAIL

SCALE: NTS



NOTES:

- CLEANOUT SHALL CONSIST OF THE SAME MATERIAL AND HAVE THE SAME DIAMETER AS SEWER LINE.
- COMPLY WITH APPLICABLE REQUIREMENTS OF SECTION 33 31 00 - SANITARY SEWERAGE PIPING.

2 C2.0 STANDARD CLEANOUT

SCALE: NTS



JACKSON
1160 Alpine Lane, Box 2a
P.O. Box 9227
Jackson, WY 83002
(307) 733-9551

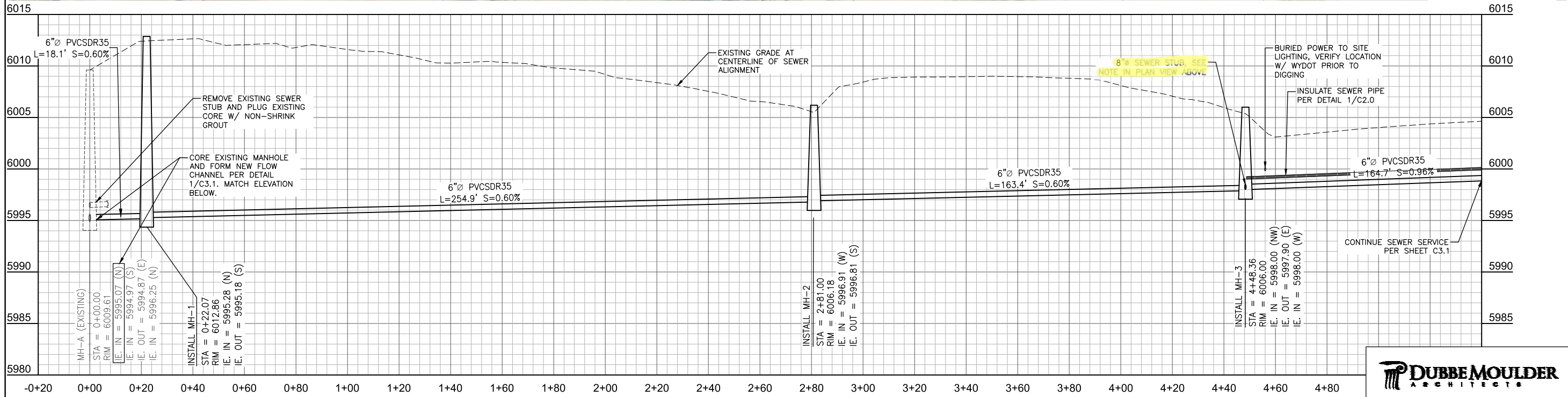
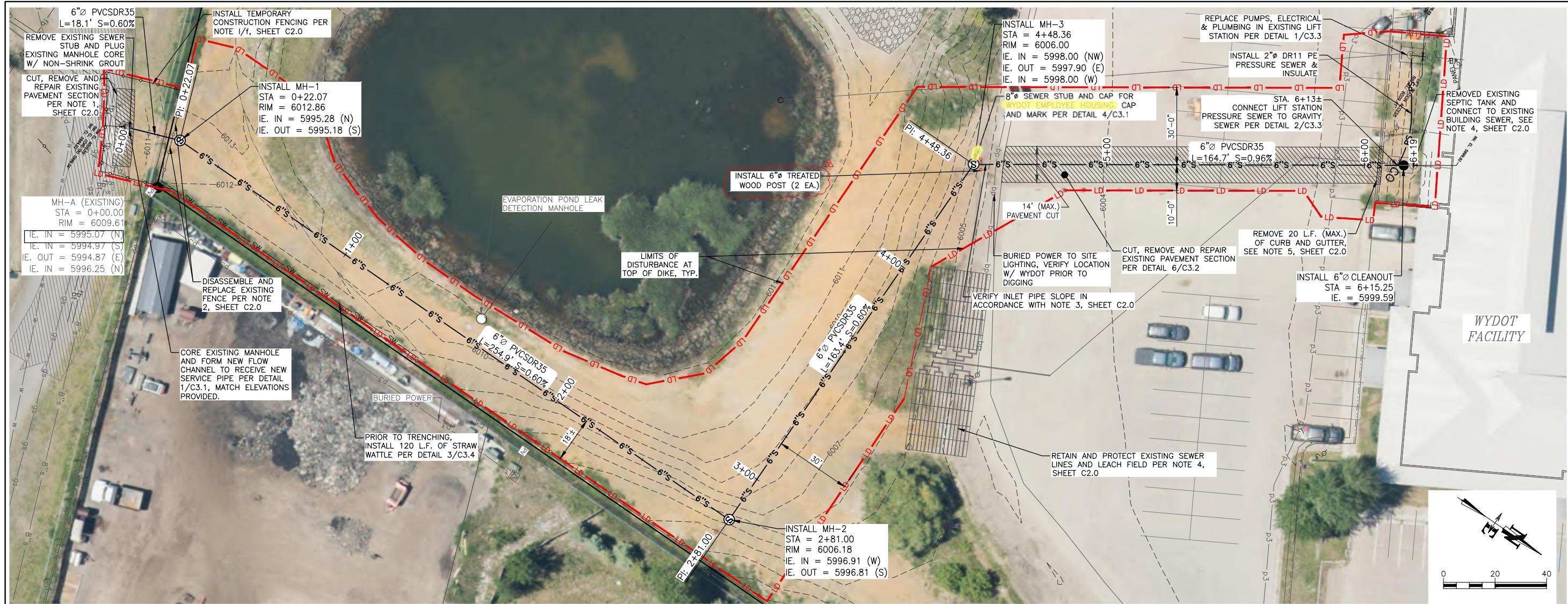
BOZEMAN
37 North Pine Box
P.O. Box 169
Bozeman, MT 59422
(406) 354-0151

REV	1-28-19
DATE	1/20/19
SURVEYED	NE
ENGINEERED	jlk
DRAWN	
CHECKED	
APPROVED	

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

DRAWING NO	C2.0
JOB NO	WYDOT/TCSD SEWER LINE
SFD#	WYDOT FACILITY - DISTRICT NO. 3
NE#	TETON COUNTY, WY

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SEWER PLAN & PROFILE
SCALE: 1" = 40' (11X17)



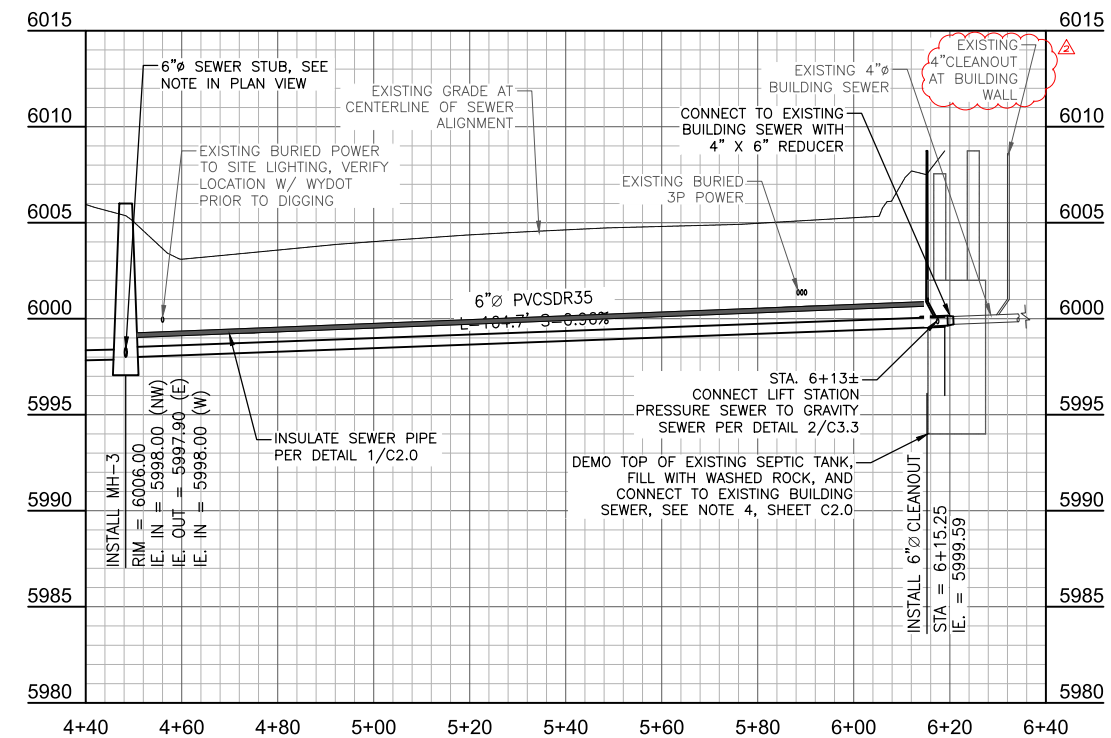
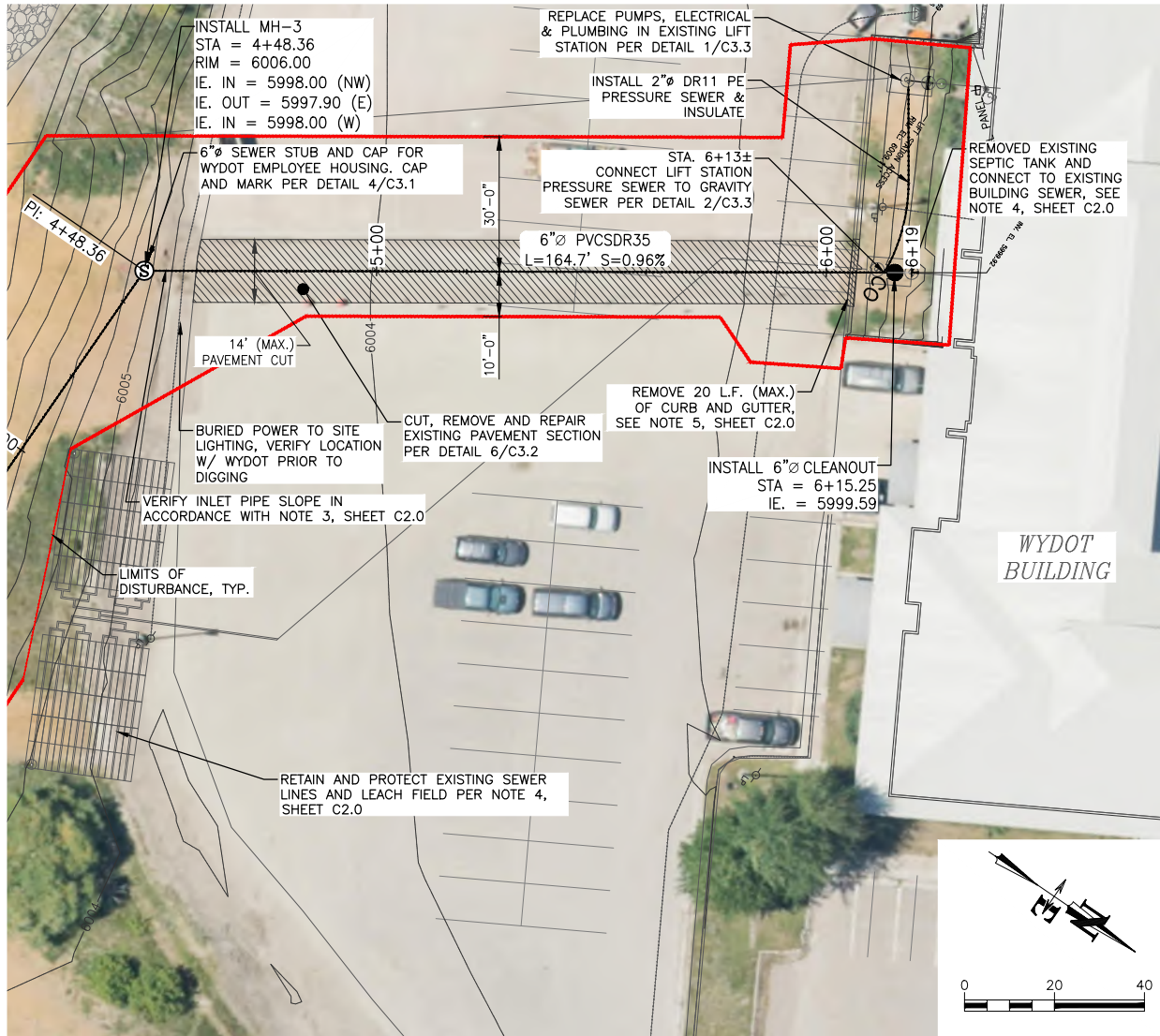
JACKSON
1160 Alpine Lane, Box 24
P.O. Box 9227
Jackson, WY 83002
(307) 733-9551

BOZEMAN
37 North First East
P.O. Box 169
Bozeman, WY 83002
(208) 354-0151

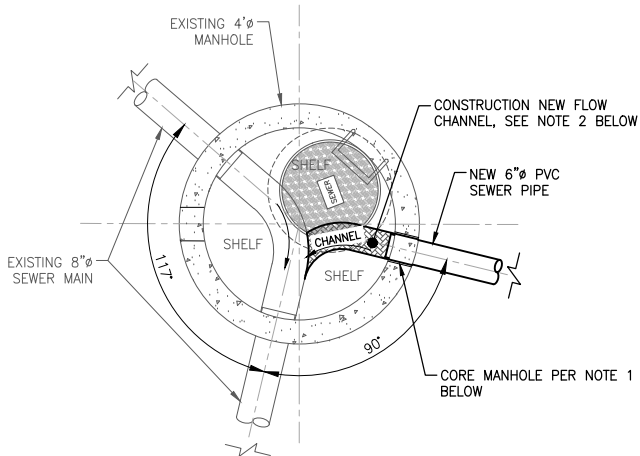
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WYDOT /TCSO SEWER LINE		C3.0		SFD# 1155	
WYDOT FACILITY - DISTRICT NO. 3				NE# 18-322-01	
TETON COUNTY, WY					
DRAWING TITLE		DATE		REV	
SEWER PLAN & PROFILE		1/20/19		1-28-19	
AS-BUILT		SURVEYED		NE	
		ENGINEERED		jlk	
		DRAWN			
		CHECKED			
		APPROVED			

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

S:\p2018\2018-01 WYDOT Sewer Service\4 Drawings\Civil\Sewer Designing\03.1 SEWER PLAN & PROFILE - PLOTTED BY: kjastrick DWG FORMAT: 230



SEWER PLAN & PROFILE
SCALE: 1" = 40' (1:1117)

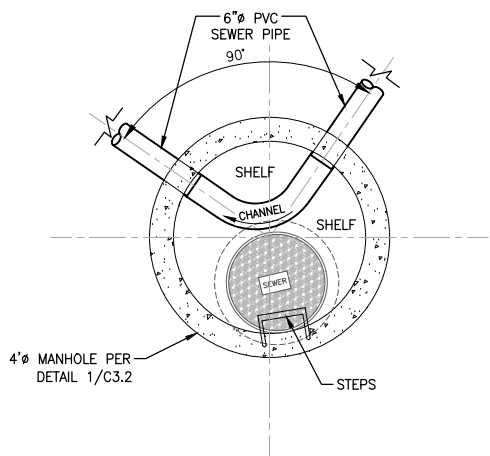


NOTES:

- EXCAVATE AND CORE MANHOLE TO RECEIVE NEW 6" SEWER SERVICE.
- FORM (CHIP-OUT) NEW FLOW LINE IN MANHOLE BASE. GROUT NEW FLOWLINE SMOOTH W/ NON-SHRINK GROUT.
- FILL ALL ANNULUSES WITH NON-SHRINK GROUT FOR A WATER-TIGHT PIPE CONNECTION.
- PLUG EXISTING CORE PENETRATION LOCATED ABOVE THE MANHOLE FLOW CHANNEL AS NOTED IN PROFILE ON SHEET C3.0.
- INSTALL SEWER PIPE AT ELEVATIONS AND SLOPES NOTED ON SHEETS C3.0 & C3.1.
- COMPLY WITH REQUIREMENTS OF SECTION 33 05 60 - CONCRETE MANHOLES.

PLAN VIEW - EXISTING MANHOLE MH-A

STA 0+00

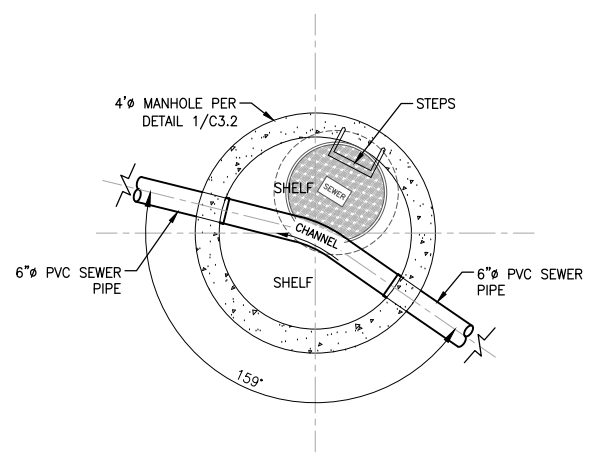


NOTES:

- INSTALL SEWER PIPE AT ELEVATIONS AND SLOPES NOTED ON SHEETS C3.0 & C3.1.
- COMPLY WITH REQUIREMENTS OF SECTION 33 05 60 - CONCRETE MANHOLES.

PLAN VIEW - MANHOLE MH-2

STA 2+81±

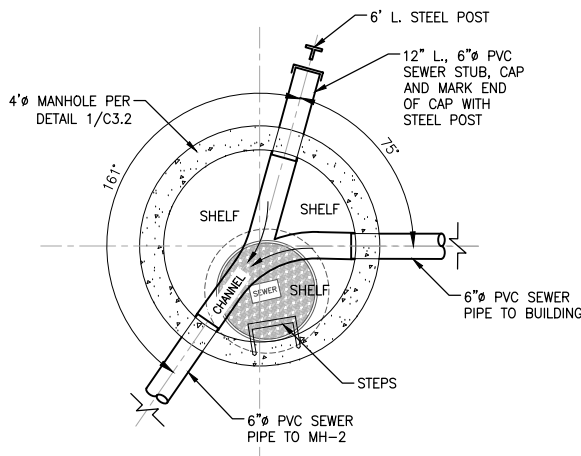


NOTES:

- INSTALL SEWER PIPE AT ELEVATIONS AND SLOPES NOTED ON SHEETS C3.0 & C3.1.
- COMPLY WITH REQUIREMENTS OF SECTION 33 05 60 - CONCRETE MANHOLES.

PLAN VIEW - MANHOLE MH-1

STA 0+22±



NOTES:

- INSTALL SEWER PIPE AT ELEVATIONS AND SLOPES NOTED ON SHEETS C3.0 & C3.1.
- COMPLY WITH REQUIREMENTS OF SECTION 33 05 60 - CONCRETE MANHOLES.

PLAN VIEW - MANHOLE MH-3

STA 4+48±



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DRAWING TITLE
SEWER PLAN & PROFILE

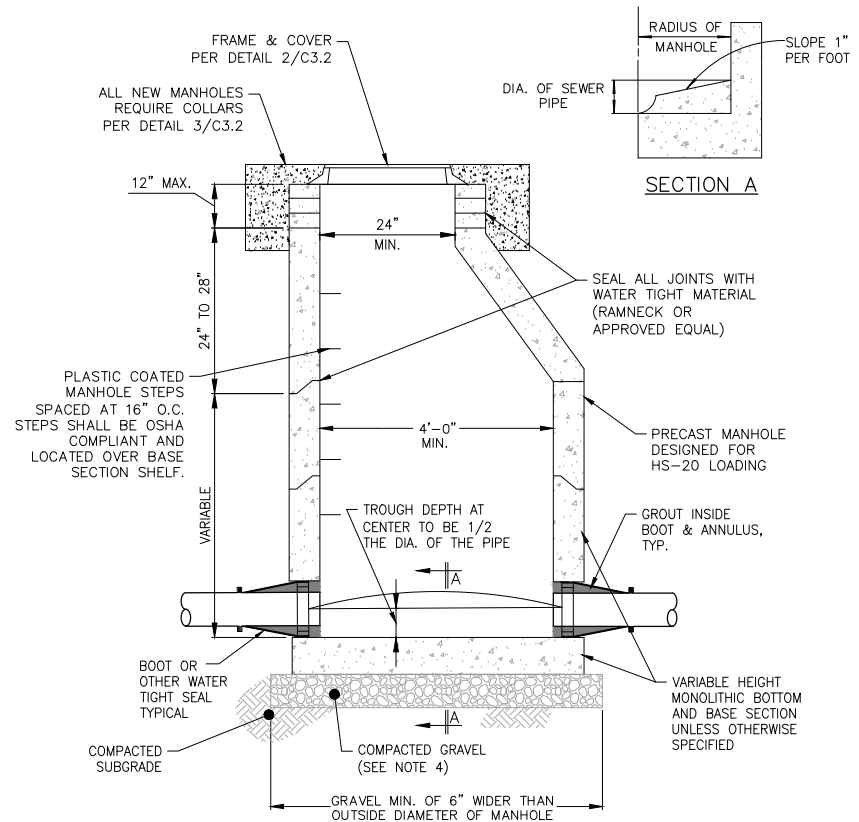
JOB TITLE
WYDOT/TCSO SEWER LINE
WYDOT FACILITY - DISTRICT NO. 3
TETON COUNTY, WY

DRAWING NO
C3.1
JOB NO
SFD# 1155
NE# 18-322-01

DATE
1/20/19
SURVEYED
NE
ENGINEERED
jlk
DRAWN
CHECKED
APPROVED

REV
1-28-19

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

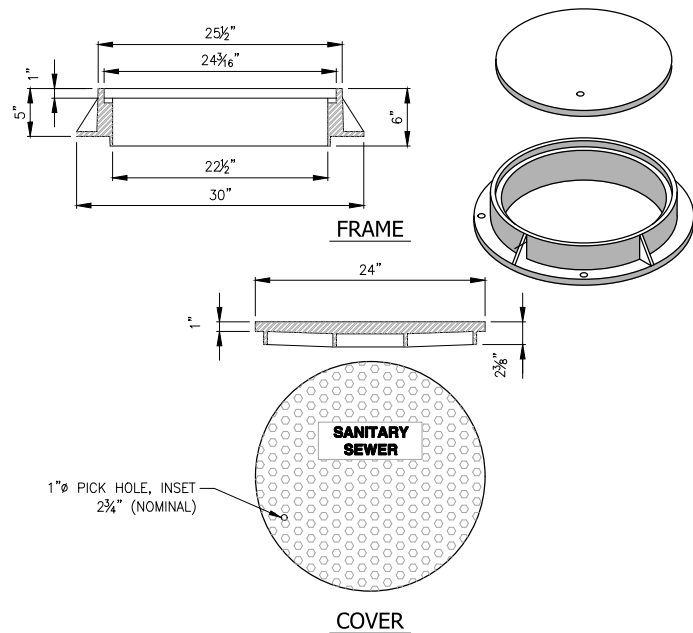


- NOTES:**
1. DROP ACROSS INVERT SHALL BE AS SHOWN ON THE DRAWINGS.
 2. PRECAST MANHOLES SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM C-478.
 3. BASE SHALL BE REINFORCED WHEN THE DISTANCE FROM INVERT TO TOP OF COVER EXCEEDS 15". REINFORCEMENT TO BE APPROVED BY ENGINEER.
 4. GRAVEL SHALL BE EIGHT INCH MINIMUM THICKNESS, AGGREGATE BASE COURSE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D698.
 5. ALL PIPES GOING INTO MANHOLE SHALL BE INSTALLED TO MATCH TOP OF PIPE CROWNS.
 6. TROUGH DEPTH AT CENTER TO BE HALF THE DIAMETER OF THE PIPE.
 7. COMPLY WITH PRODUCT, INSTALLATION AND LEAK TESTING REQUIREMENTS OF SECTION 33 05 60 - CONCRETE MANHOLES.

1
C3.2

TYPICAL MANHOLE DETAIL

SCALE: NTS

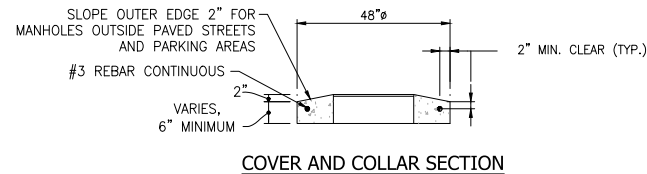


- NOTES:
1. FRAME AND COVER SHALL BE MODEL NO. A-1055, AS MANUFACTURED BY D&L SUPPLY OF LINDON, UTAH, MODIFIED AS SHOWN, OR APPROVED EQUAL.
 2. LETTERING SHALL BE 1" IN HEIGHT.
 3. FROST PROOF FRAME AND COVERS, WHERE CALLED FOR IN THE PLANS, SHALL BE MODEL NO. A-1019 WITH $\frac{1}{2}$ " TH. STL. FROST PROOF LID, AS MANUFACTURED BY D&L SUPPLY OF LINDON, UTAH, MODIFIED AS SHOWN, OR APPROVED EQUAL.

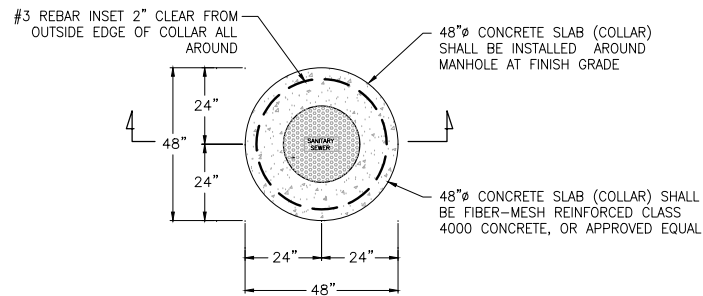
2
C3.2

SEWER MANHOLE FRAME & COVER

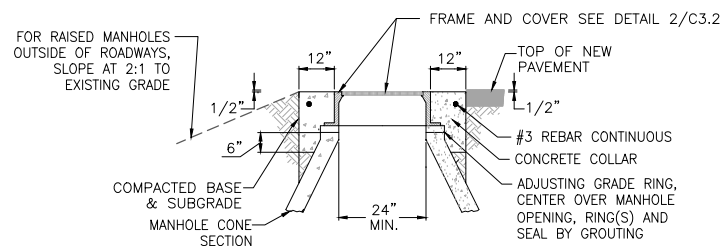
SCALE: NTS



COVER AND COLLAR SECTION



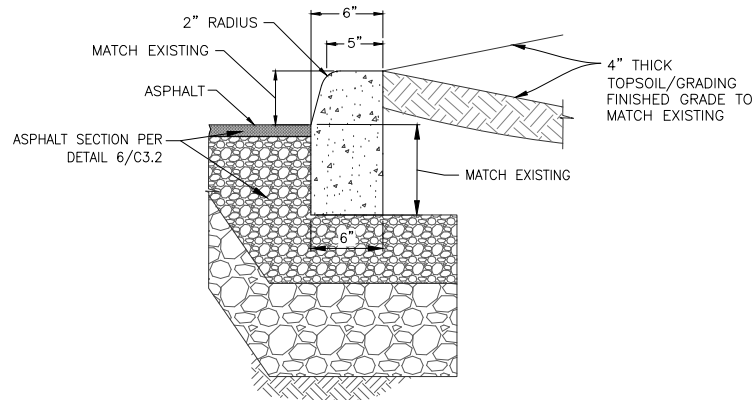
COVER AND COLLAR PLAN



ADJUSTMENT DETAIL

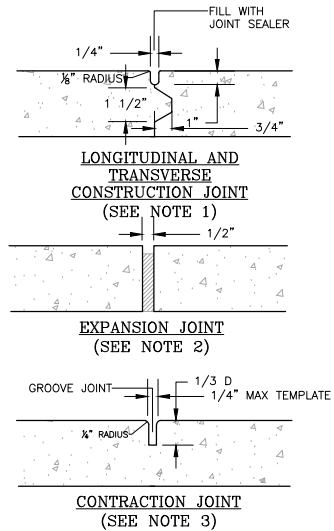
- NOTES:**
1. ADJUST MANHOLE UPWARD WITH ADJUSTING RINGS UNDER FRAME. ADJUST MANHOLE DOWNWARD BY REMOVING A PORTION OF THE MANHOLE RISER AND REBUILDING TO PROPER HEIGHT.
 2. MANHOLE RIM SHALL BE A MINIMUM OF 6" ABOVE FINISH GRADE FOR MANHOLES OUTSIDE OF STREETS
 3. SLOPE MANHOLE RING AS REQUIRED TO MATCH STREET GRADE AND CROSS SLOPE.
 4. FOR MANHOLES IN PAVED AREAS, MAKE FINAL MANHOLE ADJUSTMENT AFTER PAVING AND BEFORE SEAL COATING.

3 MANHOLE COLLAR DETAIL
C3.2 SCALE: NTS



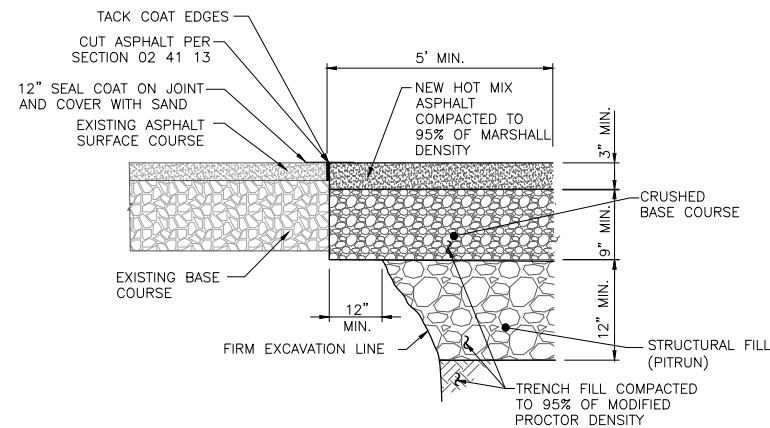
- NOTES:
1. SUBGRADE COMPACTION SHALL CONFORM TO SPECIFICATIONS. BASE AND SUBBASE BACKFILL, INCLUDING THICKNESS, UNDER VERTICAL CURBS SHALL MATCH DETAIL 6/C3.2.
 2. 1/2" EXPANSION JOINT MATERIAL SHALL BE PLACED AT P.C., P.T. AND CURB TURNS. SEE DETAIL 4/C3.2, ABOVE.
 3. CONTRACTION JOINTS SHALL BE CONSTRUCTED BY SAWING OR SCORING. WHEN SCORING, A TOOL SHALL BE USED WHICH WILL LEAVE CORNERS ROUNDED AND DESTROY AGGREGATE INTERLOCK FOR SPECIFIED MINIMUM DEPTH.
 4. CONCRETE FOR CURBS SHALL BE CLASS 4000.
 5. COMPLY WITH APPLICABLE REQUIREMENTS OF SECTION 33 13 13 - CONCRETE PAVEMENT.

5 VERTICAL CURB
C3.2 SCALE: NTS



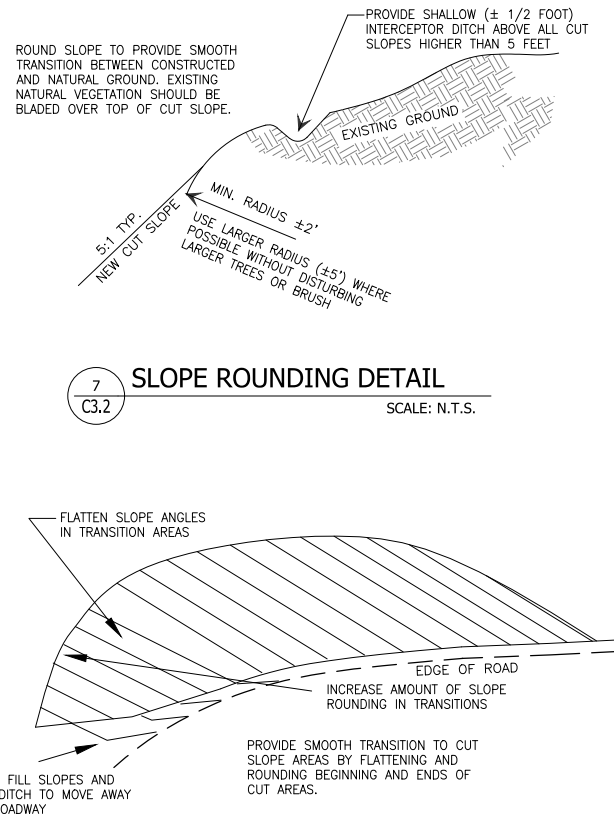
- TRANSVERSE JOINT
- NOTE:
1. KEYWAY FORMED BY FASTENING METAL KEY TO FORM.
 2. $\frac{1}{2}$ " PREMOLDED NON-EXTRUDING EXPANSION JOINT MATERIAL TO MEET AASHTO M-59. EXPANSION MATERIAL SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURES SUCH AS INLETS AND DRIVEWAYS, AND EVERY 50 FEET ON LONG STRAIGHT CONCRETE STRETCHES.
 3. FORM WITH TEMPLATE OR SAWCUT JOINTS. IF SAWCUT JOINTS ARE USED, THEY SHALL BEGIN AS SOON AS CONCRETE IS HARDENED SUFFICIENTLY TO PERMIT SAWING WITHOUT EXCESSIVE RAVELING AND BEFORE UNCONTROLLED CRACKING OCCURS. MAXIMUM DISTANCE BETWEEN JOINTS SHALL BE 5 FEET.

4
C3.2



- NOTES:**
1. SUBGRADE SHALL BE PROOF-ROLLED AND APPROVED BY ENGINEER IN ACCORDANCE WITH SECTION 31 20 00 PRIOR TO BACKFILL OF SUB-BASE AND BASE.
 2. BITUMINOUS MATERIAL SHALL MEET THE APPLICABLE REQUIREMENTS OF SECTION 32 12 13 - BITUMINOUS MATERIALS.
 3. REPLACEMENT ASPHALT THICKNESS SHALL BE 1" GREATER THAN EXISTING AND NO LESS THAN 3" MINIMUM.
 4. ASPHALT SHALL BE PLACED IN TWO (2) LIFTS, EACH NO LESS THAN 1½" IN THICKNESS, AND COMPACTED TO 95% OF MARSHALL DENSITY.
 5. COMPLY WITH APPLICABLE REQUIREMENTS OF SECTION 33 12 16 - ASPHALT PAVING
 6. REPLACE PAVEMENT MARKINGS AND STRIPING WITHIN AREAS RECEIVING NEW PAVEMENT IN ACCORDANCE WITH SECTION 31 17 23 - PAVEMENT MARKINGS.

6 ASPHALT PATCH REPAIR SECTION
C3.2 SCALE: NTS

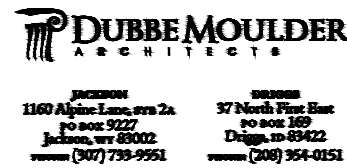


SLOPE ROUNDING DETAIL

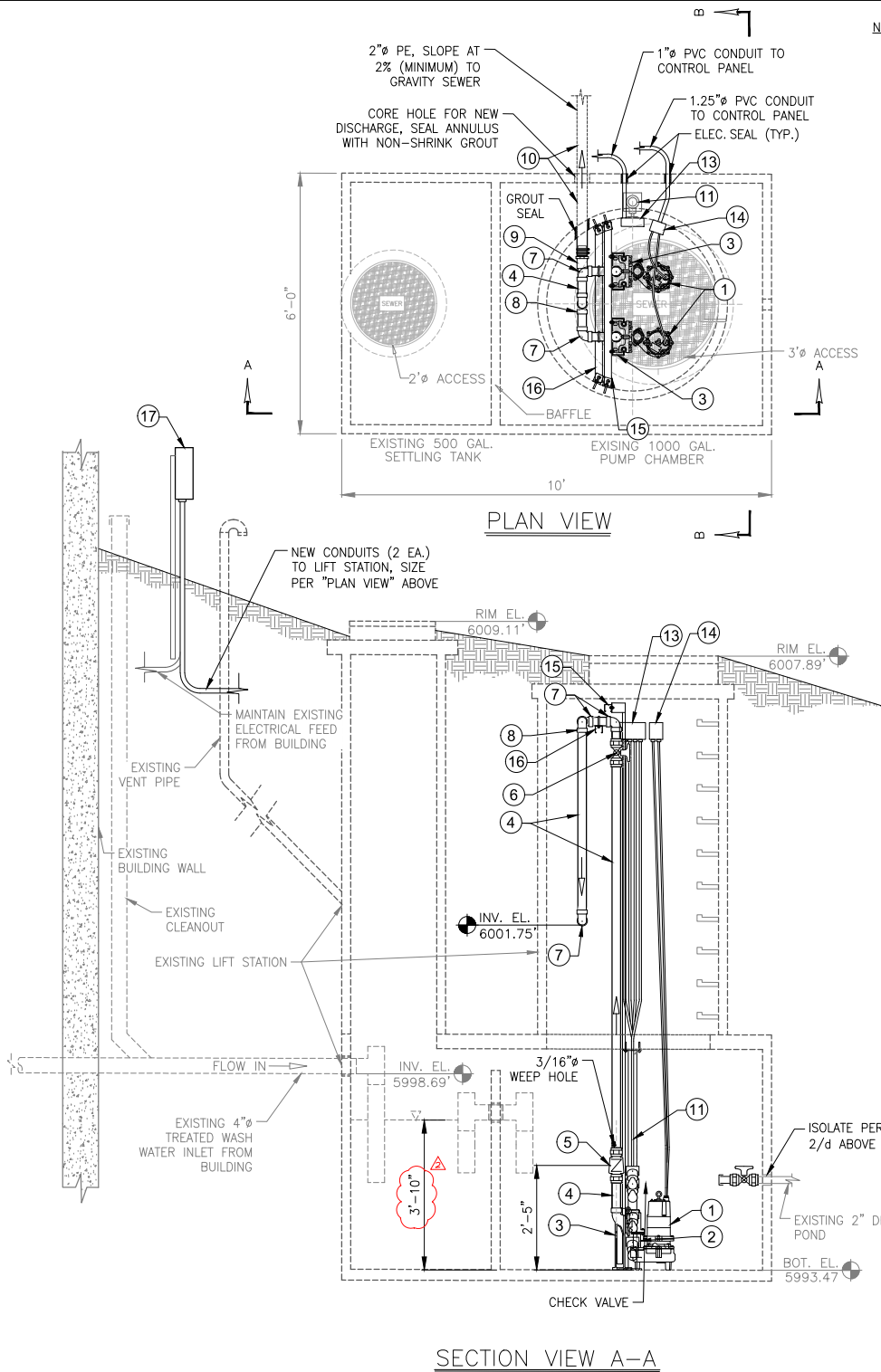
7
C3.2

SCALE: N.T.S.

8 SLOPE TRANSITION DETAIL
C3.2 SCALE: N.T.S.



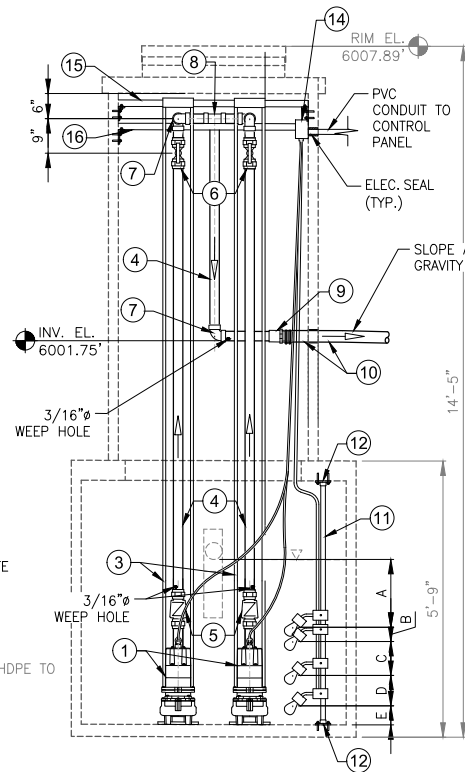
JOB TITLE		DRAWING TITLE	 P.O. BOX 1599, JACKSON WYOMING (307) 733-2087			
WYDOT/TCSD SEWER LINE		SITE CIVIL DETAILS				
WYDOT FACILITY - DISTRICT NO. 3						
TETON COUNTY, WY						
DRAWING NO			DATE	1/20/19	REV.	
C3.2			SURVEYED	NE	1-28-19	
			ENGINEERED	jlk		
			DRAWN			
			CHECKED			
			APPROVED			



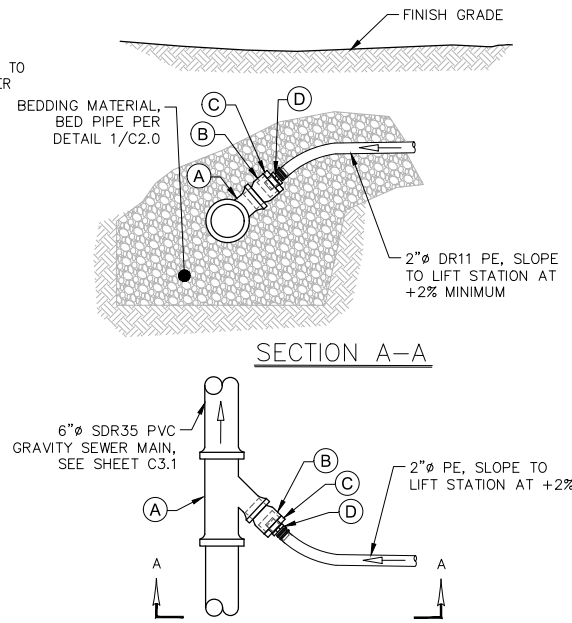
SECTION VIEW A-A

NOTES:

- CONTRACTOR SHALL ARRANGE FOR PUMPING AND CLEANING OF THE SETTLING AND PUMP CHAMBERS W/IN THE EXISTING TANK. ALL LIQUID AND SOLIDS SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR.
- DEMOLITION: CONTRACTOR SHALL REMOVE EXISTING DUPLEX PUMPING EQUIPMENT INCLUDING THE FOLLOWING:
 - PUMPS (2 EA.), PITLESS DISCONNECTS, RAILS, PULL CHAINS AND CONNECTING HARDWARE.
 - PLUMBING INCLUDING DISCHARGE PIPE AND VALVES.
 - ALL ELECTRICAL INCLUDING FLOATS, AND ELECTRICAL CONDUIT CABLING AND JUNCTION BOXES. NOTE: ELECTRICAL FEED FROM THE BUILDING TO THE EXISTING CONTROL PANEL AND THE MOUNTING FRAME FOR THE CONTROL PANEL MAY BE RE-USED.
 - PLACE SCH40 PLASTIC VALVE ON PIPE END AND CAP IN-PLACE.
 - REMOVE EXISTING ELECTRICAL CONDUIT AND SEAL PENETRATIONS WATER-TIGHT WITH NON-SHRINK GROUT.
- NEW EQUIPMENT: THE EXISTING LIFT STATION CONTAINS SIMILAR EQUIPMENT TO WHAT IS CALLED FOR IN THIS DETAIL. CALLOUTS FOR NEW EQUIPMENT SHALL IMPLY THAT EXISTING EQUIPMENT IS REMOVED AND NEW EQUIPMENT INSTALLED.
 - ALL NEW EQUIPMENT FURNISHED AND INSTALLED SHALL BE OF ADEQUATE SIZE AND TYPE FOR THE INTENDED APPLICATION.
 - COORDINATE LOCATION OF PUMP BASES WITH ENGINEER PRIOR TO INSTALLATION.
 - PUMP MOUNTING HARDWARE INCLUDING RAILS, LIFT CHAIN/CABLE, ATTACHMENT HARDWARE (STRUT, BRACKETS, NUTS AND BOLTS) SHALL BE STAINLESS STEEL.
 - CORE NEW PENETRATIONS FOR ELECTRICAL CONDUIT AND PUMP DISCHARGE PIPING PER PLAN.
 - COMPLY WITH SECTION 33 32 16 - WASTEWATER PUMPING STATION.
 - COMPLY WITH SECTION 26 00 00 - BASIC ELECTRICAL REQUIREMENTS.
- FINAL ELECTRICAL INSTALLATION SHALL COMPLY WITH STATE, LOCAL AND FEDERAL (NEC) REQUIREMENTS. CONTRACTOR SHALL OBTAIN AND PAY FOR AN ELECTRICAL PERMIT AND FINAL INSPECTION BY LOCAL AUTHORITY HAVING JURISDICTION; PROOF OF INSPECTION AND APPROVAL SHALL BE FURNISHED TO THE ENGINEER.
- BURY DEPTH FOR ALL ELECTRICAL SHALL BE A MINIMUM OF 30-INCHES IN ACCORDANCE WITH DETAIL 3/C3.3.
- PUMPS FLOAT SETTINGS:
 - A: INLET & ALARM = 483 GAL. (29")
 - B: ALARM & LAG ON = 116 GAL. (7")
 - C: LAG ON & LEAD ON = 583 GAL. (35")
 - D: LEAD ON = 383 GAL. (23")
 - E: LEAD OFF & BOTTOM = 183 GAL. (11")
- CONTRACTOR SHALL ARRANGE FOR ALL TESTING/STARTUP PROCESSES. FINAL OPERATIONS OF THE LIFT STATION SHALL BE APPROVED BY THE ENGINEER.



SECTION VIEW B-B



PLAN VIEW

ITEM	QTY	DESCRIPTION AND COMMENTS
(A)	1	6"x4" SDR35 PVC GASKETED REDUCING WYE
(B)	1	4" SDR35 SEWER ADAPTOR (SPIGOT X SOLVENT) SEWER HUB
(C)	1	4" X 2" SCH40 REDUCER BUSHING (SPIGOT X FPT)
(D)	1	2" PVC MALE BARBED INSTERT ADAPTOR (INST X MPT) W/ S.S. BANDS (2 EA.)

NOTES:

- NEW SERVICE CONNECTIONS SHALL BE INSPECTED AND APPROVED BY ENGINEER PRIOR TO BACKFILL.
- COMPLETE WATER LEAK TESTING OF PRESSURE SEWER PIPE IN THE PRESENTS OF THE ENGINEERING PER SECTION 33 31 00.
- INSTALL DETECTABLE WARNING TAPE WITH PRESSURE SEWER IN ACCORDANCE WITH SECTION 31 20 00.

2
C3.3

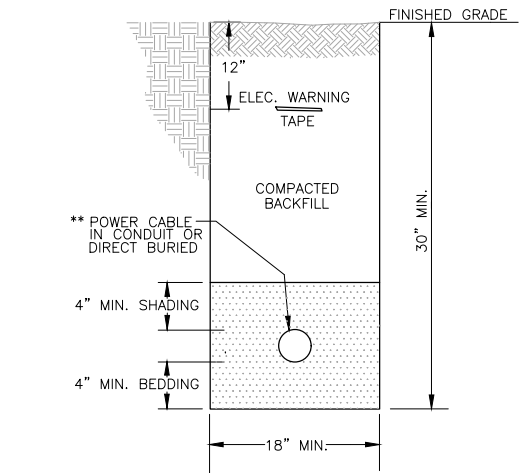
PRESSURE SEWER CONNECTION

SCALE: NTS

ITEM	QTY	DESCRIPTION AND COMMENTS
(1)	2	MYERS WHR5-11-DS. 1/2 HP, 115V, 1Ø, 60HZ PUMPS; 60 GPM @ 16 FT. TDH
(2)	2	2"Ø TH. X TH. SCHEDULE 40 STAINLESS STEEL PIPE NIPPLE
(3)	2	BARMESA MODEL SRC-2 PITLESS DISCONNECT W/ STAINLESS STEEL (S.S.) GUIDE RAIL ASSEMBLY AND 20-FT S.S. LIFT CABLE AND SHACKEL, SEE NOTE 3/b
(4)	QTY PER PLAN	2" SCH.80 (ASTM D1785) PVC PIPE AND FITTINGS
(5)	2	2" FLO-CONTROL PVC TRUE UNION SWING CHECK VALVE (SOC. X SOC.)
(6)	2	2" SPEARS TRUE UNION 2000 PVC BALL VALVE (SOC. X SOC.)
(7)	5	2" SCH.80 (ASTM D1785) PVC 90 DEG. BEND (SOC.)
(8)	1	2" SCH.80 (ASTM D1785) PVC TEE (SOC.)
(9)	1	2" PVC ADAPTOR (INSERT X BARB) W/ S.S. BANDS (2 EA.)
(10)	QTY PER PLAN	2" DR11 PE4710 (CONTINUOUS TO CONNECTION AT GRAVITY SEWER MAIN), INSTALL WITH DETECTABLE WARNING TAPE PER SECTION 31 20 00. TERMINATE WARNING TAPE ABOVE GRADE ADJACENT TO CLEANOUT AND LIFT STATION LID.
(11)	1	ORENCO FLOAT SWITCH ASSEMBLY W/ MOTOR RATED FLOATS (4 EA.)
(12)	2	2" PVC SOCKET COMPANION FLANGE, BOLT TO FLOOR WITH 1/4"Ø X 3/4" L. HILTI KWIK S.S. ANCHOR BOLTS, WASHER & NUT (2 EA.)
(13)	1	ORENCO SB4 INTERNAL ELECTRICAL SPLICE BOX WITH 4 CORD GRIPS
(14)	1	ORENCO SB2 INTERNAL ELECTRICAL SPLICE BOX WITH 2 CORD GRIPS
(15)	1	1 1/2" SQ. 12 GA. STRUT, ATTACH TO WALL WITH 3-HOLE 90° ANGLE BRACKET (2 EA.), 1/4"Ø X 3/4" L. HILTI KWIK ANCHOR BOLTS (4 EA.) AND 1/4"Ø BOLTS W/ NUTS (2 EA.). ATTACH PUMP RAIL BRACKET TO STRUT WITH 1/4"Ø BOLTS W/ NUTS (2 EA.). ALL MOUNTING AND RESTRAINING HARDWARE SHALL BE STAINLESS STEEL AND MANUFACTURED BY GIBSON STAINLESS AND SPECIALITY INC., OR APPROVED EQUAL
(16)	1	1 1/2" SQ. 12 GA. STRUT, ATTACH TO WALL WITH 3-HOLE 90° ANGLE BRACKET (2 EA.), 1/4"Ø X 3/4" L. HILTI KWIK ANCHOR BOLTS (4 EA.) AND 1/4"Ø BOLTS W/ NUTS (2 EA.). SECURE 2"Ø PVC MANIFOLD TO STRUT WITH 2-PIECE CONDUIT CLAMP (2 EA.). ALL MOUNTING AND RESTRAINING HARDWARE SHALL BE STAINLESS STEEL AND MANUFACTURED BY GIBSON STAINLESS AND SPECIALITY INC., OR APPROVED EQUAL
(17)	1	MYERS CE-11DW NEMA 4X DUPLEX OUTDOOR CONTROL PANEL, 115V, 1PH W/ ALARM LIGHT

NOTES:

- QUANTITIES FOR EQUIPMENT AND MATERIALS ARE PROVIDED FOR INFORMATION PURPOSES ONLY. CONTRACTOR SHALL VERIFY, FURNISH AND INSTALL ALL EQUIPMENT AND MATERIALS REQUIRED FOR COMPLETION OF THE LIFT STATION.
- EQUIPMENT LISTED ABOVE IS AS SPECIFIED OR APPROVED EQUAL.
- CONTRACTOR SHALL VERIFY COMPATIBILITY OF ALL EQUIPMENT PRIOR TO PROCUREMENT.



NOTES:

- WHEN ELECTRICAL CONDUCTORS CROSS OVER OR UNDER WATER, SEWER AND/OR GAS PIPES, THERE SHALL BE A MINIMUM OF 12" VERTICAL SEPARATION.
- INSTALLED CONDUIT MUST BE INSPECTED BY ENGINEER PRIOR TO BACKFILLING. IF NOT INSPECTED, TRENCH MAY BE REJECTED.
- BEDDING AND SHADING MATERIAL MUST BE SMOOTH, FREE OF ROCKS, AND MUST BE ABLE TO SIFT THROUGH A 1/4" SCREEN (SAND RECOMMENDED).

3
C3.3

ELECTRIC TRENCH DETAIL

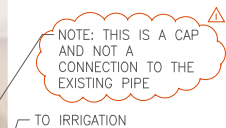
SCALE: NTS



JACKSON
1160 Alpine Lane, Ste 2a
PO Box 3227
Jackson, WY 83002
(307) 733-9551

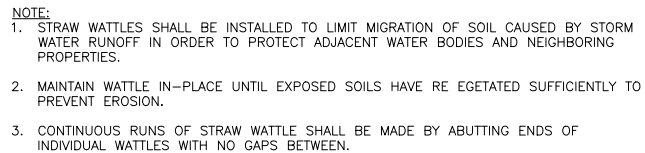
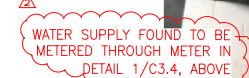
BOZEMAN
37 North Flare Bldg
PO Box 160
Bozeman, MT 59702
(406) 253-0151

DRAWING NO.	JOB TITLE	DRAWING TITLE	DATE	REV.
C3.3	WYDOT/TCSD SEWER LINE	LIFT STATION DETAILS	1/20/19	1-28-19
NE# 18-322-01	WYDOT FACILITY - DISTRICT NO. 3	AS-BUILT	NE	jlk
SFD# 1155	TETON COUNTY, WY		DRAWN	
			CHECKED	
			APPROVED	

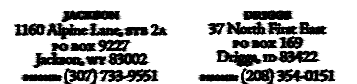


SCALE: NTS

- ~~ALL SHALL BE COMPLETED BY A LICENSED PLUMBER IN ACCORDANCE WITH SECTION 22 11 16. PLUMBING PARTS AND INSTALLATION SHALL COMPLY WITH ADOPTED PLUMBING CODES.~~
- ~~METER SHALL BE SUPPLIED BY THE TOWN OF JACKSON AND FURNISHED TO CONTRACTOR BY WYDOT.~~
- ~~DURING WATER SERVICE INTERRUPTIONS SHALL BE COORDINATED WITH ENGINEER/OWNER.~~
- ~~WELD AND ANGLE FITTINGS SHALL BE ASTM B88, TYPE K COPPER W/ SOLDER JOINTS, MATCH EXISTING, OR APPROVED EQUAL.~~
- ~~FOR EXHAUSTION TO THE METER, CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY FITTINGS, PIPE AND COMPONENTS TO COMPLETE THE METER CONNECTION.~~
- ~~AFFECT ALL WETTED PARTS PRIOR TO INSTALLATION AND FLUSH WATER LINES FOLLOWING INSTALLATION IN ACCORDANCE WITH AWWA C651.~~
- ~~PLUMBING CODE, PROVIDED DIELECTRIC INSULATORS AND CONNECTORS TO PREVENT ELECTROLYSIS BETWEEN DISSIMILAR METALS.~~
- ~~ISOLATE ALL EXPOSED PIPING; INSULATION SHALL MATCH EXISTING, OR APPROVED EQUAL.~~



SCALE: N.T.S.



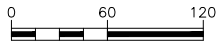
DRAWING NO C3.4		JOB TITLE WYDOT/TCSD SEWER LINE WYDOT FACILITY - DISTRICT NO. 3 TETON COUNTY, WY	DRAWING TITLE WATER METER DETAILS AS-BUILT	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087		DATE 1/20/19	REV 1-28-19
JOB NO SFD# 1155 NE# 18-322-01						SURVEYED NE	
						ENGINEERED JK	
						DRAWN	
						CHECKED	
						APPROVED	

APPENDIX D

Proposed WYDOT Employee Housing Dev. Plan



CONCEPTUAL SITE PLAN



DRAWING NO	JOB TITLE	DRAWING TITLE	REV.				
			DATE	7-8-2021	NE		
EX. A	WYDOT EMPLOYEE HOUSING	CONCEPTUAL PLAN	SURVEYED		jk		
JOB NO 20-234-01	WYDOT FACILITY - DISTRICT NO. 3 TETON COUNTY, WY	SEWER CONNECTION	ENGINEERED				
			DRAWN				
			CHECKED				
APPROVED							

NELSON
ENGINEERING

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

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning & Building	Presenter:	Tyler Sinclair
Agenda Item:	90-Day Stay Request for the Issuance of a Demolition Permit at 445 East Kelly Avenue	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider a stay on the issuance of a demolition permit for two structures located at 445 East Kelly Avenue.

Requested Action.

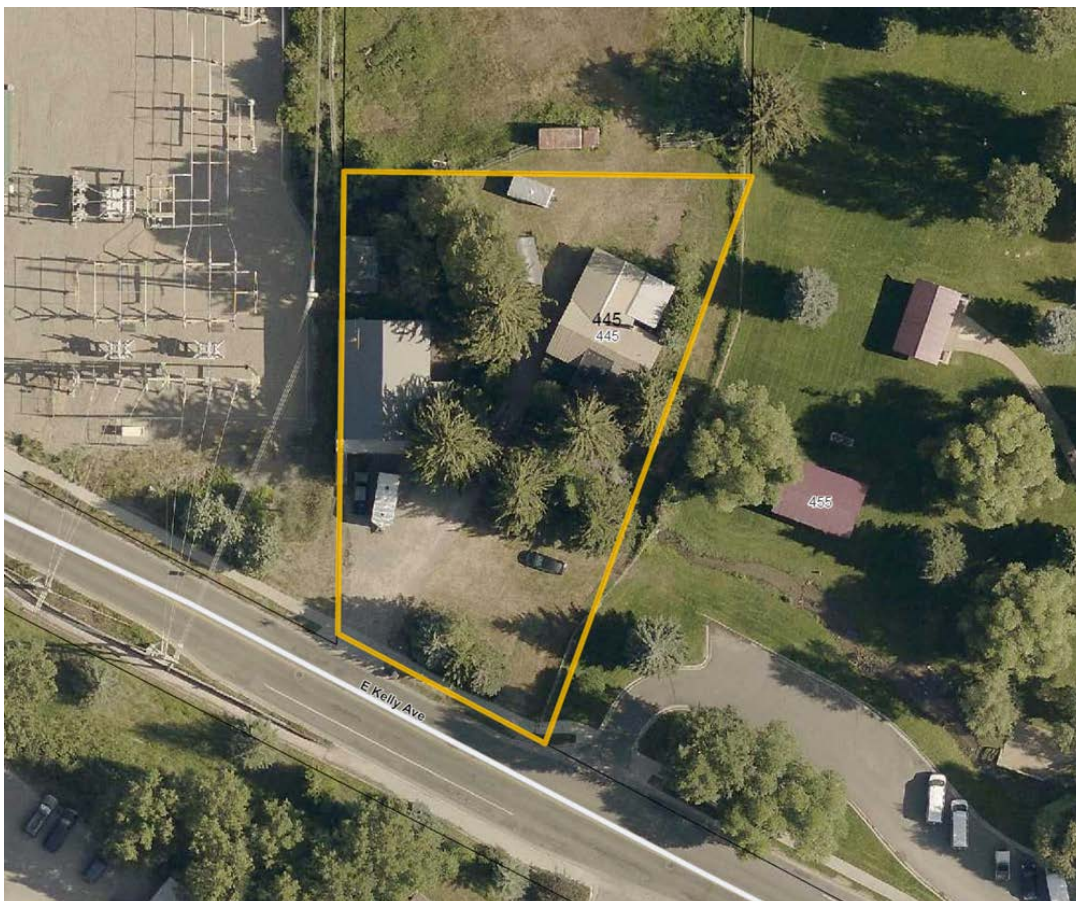
Staff requests Council consider the Teton County Historic Preservation Board's request for a 90-day stay on the Demolition Permit for two structures located at 445 East Kelly Avenue.

Recommendations.

The Teton County Historic Preservation Board recommends a 90-day stay on the Demolition Permit.

Background.

On October 4, 2021 the Town received a demolition permit application for three structures described as a shed, a taxidermy shop, and the Benson-Brown residence all located at 445 East Kelly Avenue from Jackson/Teton County Affordable Housing.



The Teton County Historic Preservation Board (TCHPB), when notified of the application for demolition, stated it had an interest in the structures and wanted to discuss at their next Board meeting a request for stay of issuance of the demolition permit. Pursuant to Town demolition procedures for structures listed on the Teton County Historic Preservation Board's (the Board) non-exclusive list of structures which are either in excess of fifty (50) years old or are otherwise historically or architecturally significant, the application was forwarded to the Board for review and recommendation. In an email dated October 13, 2021, the TCHPB requested that Town Council consider granting a 90-day stay on the issuance of the requested demolition permit for the two structures described as the taxidermy shop and the Benson-Brown residence but not the shed. The purpose for the stay would be to allow the opportunity to relocate these two structures as an alternative to demolition. In speaking with the applicant, they plan to relocate the Benson-Brown residence within the project site and are actively attempting to relocate the taxidermy shop offsite. Staff notes that the relocation of buildings during a stay period is allowed. Although the applicant currently intends to relocate the Benson-Brown residence within the site staff recommends it still be considered in this request in case the applicant's current plan to relocate the building on the site changes.

Municipal Code Section 15.38.020D.2.B states that the purpose of the stay is to allow public comment and in order for the applicant, the Board, and other interested parties to explore alternatives to demolition. In addition, Section 15.38.020D.2.B states that the Board shall cite the historic preservation principles upon which it is relying to make its comments or recommendations regarding the impact of such demolition on historic preservation.

In considering this request, staff notes that Council may choose to grant a stay in the issuance of the demolition permit for up to a maximum of 90-days, but upon the completion of that time period, the permit would be issued, and the structures would be allowed to be removed as requested by the property owner.

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.

None.

Staff Impact.

Staff time spent to work with this applicant and prepare this report was approximately 4-6 hours.

Attachments or Links.

Teton County Historic Preservation Board Request (Email)

Application for Demolition Permit B21-09

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

I move to grant a ____ (up to 90) day stay on the issuance of Demolition Permit Application #B21-0905 for the structures described as the taxidermy shop and the Benson-Brown residence.

From: Teton Preservation Board <tetonpreservation@gmail.com>

Sent: Wednesday, October 13, 2021 11:32 AM

To: Kelly Bowlin <kbowlin@jacksonwy.gov>

Cc: Mackenzie King <mking@dubbe-moulder.com>; Michael Stern <michael@masplaces.com>; Mark Newcomb <mnewcomb@tetoncountywy.gov>; Paul Anthony <panthony@jacksonwy.gov>; David Vandenberg <david.l.vandenberg@gmail.com>

Subject: TCHPB Meeting

Good Morning,

Here are the results of last night's meeting.

1. B21-0866 145 E. Snow King Ave.: The Board declines to request a stay.
2. B21-0905 for 445 E Kelly Ave.: Regarding the three buildings, the shed, the taxidermy shop, and the Benson-Brown Residence, we recommend a 90-day stay allowing time for the taxidermy shop to be relocated, and in the case that the Benson-Brown Residence isn't able to remain on-site, that the time could be afforded for relocation.
3. B21-0837 for 770 E Kelly Ave.: The Board declines to request a stay.
4. B21-0823 for 1140 W Hwy 22: The Board declines to request a stay.
5. The TCHPB approved 115 W. Hansen for listing on the Historic Register.

Best,

Susan

--

Susan Eriksen-Meier

Teton County Historic Preservation Board

P.O. Box 4083, Jackson WY 83001

307-690-7781



DEMOLITION PERMIT APPLICATION

Planning & Building Department Building Division

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

For Office Use Only

Permit No.	Permit Fee:	Date Received:	Date Due:
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APPLICABILITY. The purpose of the Demolition Permit is to review and permit demolition of structures and utilities in accordance with Town of Jackson Municipal Code Section 15.38.

When is a Demolition Permit Required?

Demolition includes the act of demolishing or removing (including removals without destruction of the component elements of the structure):

- Fifty percent or more of the exterior walls of a building as measured continuously around the building coverage; or
- Fifty percent or more of the roof area as measured in plan view (defined as the view of a building from directly above which reveals the outer perimeter of building roof areas to be measured across a horizontal plane); or
- Any exterior wall facing a public street or right of way.

PROJECT INFORMATION.

Physical Address: 445 E Kelly Avenue, Jackson, WY
PIDN: 22-41-16-34-2-00-028 22-41-16-34-2-00-027 Original Year Built: Cabin: 1920

Please answer the following questions to the best of your ability if unknown please write UNKNOWN.

Years and Description of any Additions: Cabin: 1967 Benson addition, 1974 cellar access, 1997 deck

Years and Description of any Remodels: _____

Years and Description of any other Demolitions: _____

PROJECT DESCRIPTION. Describe the precise nature of the proposed activity.

Three buildings are to be removed from the site which include: one 250 sf shed, one 1,225 sf 2-story log cabin, and one 1,580 sf 2-story house.

APPLICANT/AGENT. This is the responsible party for the permit, bonding, inspections, and execution of the work.

Name: Jackson/Teton County Affordable Housing Phone: 307-732-0867
Mailing Address: PO Box 714, Jackson WY ZIP: 83001
E-mail: April Norton, ahnorton@tetoncountywy.gov

**If applicant is other than owner, a notarized Town of Jackson Letter of Authorization must accompany this application. Only the Owner or their authorized agent may sign the application.*

PROPERTY OWNER. If other than APPLICANT

Property Owner: Teton County Phone: 307-733-7030
Mailing Address: PO Box 1727 ZIP: 83001
E-mail: County Clerk Maureen Murphy, mmurphy@tetoncountywy.gov

CONTRACTOR.

Name: TBD Phone: _____
E-mail: _____ License: _____

NOTICES. <i>The following information should be considered with any demolition permit application.</i>	
A bond for the cost to abandon the water and sewer services as determined by Town Engineering is due at permit issuance.	
An Encroachment (Public Right-of-Way Permit) must be submitted prior to any work within the right-of-way.	
All work to be completed in accordance with the IBC Section 3303.	
All public and commercial / multifamily facilities must be inspected by a trained professional for the presence of asbestos prior to demolition. For more information contact Linda Dewitt the Asbestos Coordinator with the Wyoming DEQ Air Quality Division 307-777-7394.	
A notification of Demolition form is required to be sent to Asbestos.notice@wyo.gov 10-working days before the start of any demolition whether asbestos is present or not.	
Performing demolition work without a permit may result in higher permit fees, fines, and/or loss of business license.	
After Issuance permit is valid for 180 days.	
Permit Fee of \$100 is due at time of permit issuance.	
A 48-hour advanced notice is required to deliver demolition material to the County transfer station. Please call 307-733-7172.	
DEMOLITION PERMIT SUBMITTAL REQUIREMENTS. <i>In order to be considered complete the following elements must be supplied with this application (Please contact the Engineering Division at 733-3079 with any questions regarding this permit):</i>	
APPLICANT INITIALS	Application shall include the following items or acknowledgments:
☒	Notarized Town of Jackson Letter off Authorization, if applicant is other than the owner.
☒	Copy or receipt of written notification to the Wyoming DEQ Asbestos program. <i>See attached form for submittal to DEQ.</i>
☒	Demolition Plans showing: • Extent of the demolition work • Existing utilities to be abandoned and patching in the right-of way. • Finished Conditions Plan or Statement: the vacant lot shall be backfilled and maintained to the existing grade or without slopes steeper than 2:1. • Construction access point and access stabilization methods • Equipment parking areas • Location of construction and silt fencing
☒	Photographs of existing exterior conditions: • elevation photos (front, back, sides) of each building or structure intended for removal. If multiple structures or features are proposed for demolition, overall site photographs should be provided for context.

APPLICANT'S SIGNATURE, CERTIFICATION, AND AUTHORIZATION

Under penalty of perjury I hereby certify that I have read this application and state that, to the best of my knowledge, all of the information herein is true and correct and I swear that any information which may be hereafter given by me in hearing before the Planning Commission of Town of Jackson or the Town Council of the Town of Jackson shall be truthful and correct. I agree to comply with all Town, State, and Federal laws relating to the subject matter of this application and hereby authorize representatives of the Town of Jackson to enter the property described herein during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering the property.

In signing this application, I acknowledge that the Town's acceptance of this application does not constitute approval of a permit. I agree not to commence any work for which this application is being made prior to approval of this application by the appropriate Town agencies and payment of any fees due.

Signature of Owner or Authorized Applicant/Agent

April Norton

Name Printed

10/4/2021

Date

Housing Director

Title

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	P21-240 Subdivision Plat for the Glenwood Condominiums Addition to the Town of Jackson located at 185 N. Glenwood Street.	Public Comment:	Yes

Purpose & Policy Considerations.

The Glenwood/Gill development, comprised of 2 phases, received Sketch Plan & Development Plan approval and was designed to be ownership units. Thus, this request is for a Subdivision Plat to condominiumize Phase I which consists of 21 units: 13 short-term rental units, 4 market long-term units, and 4 workforce deed restricted units.

Requested Action.

The applicant is requesting approval of a Subdivision Plat for the Glenwood Condominiums Addition to the Town of Jackson located at 185 N. Glenwood Street.

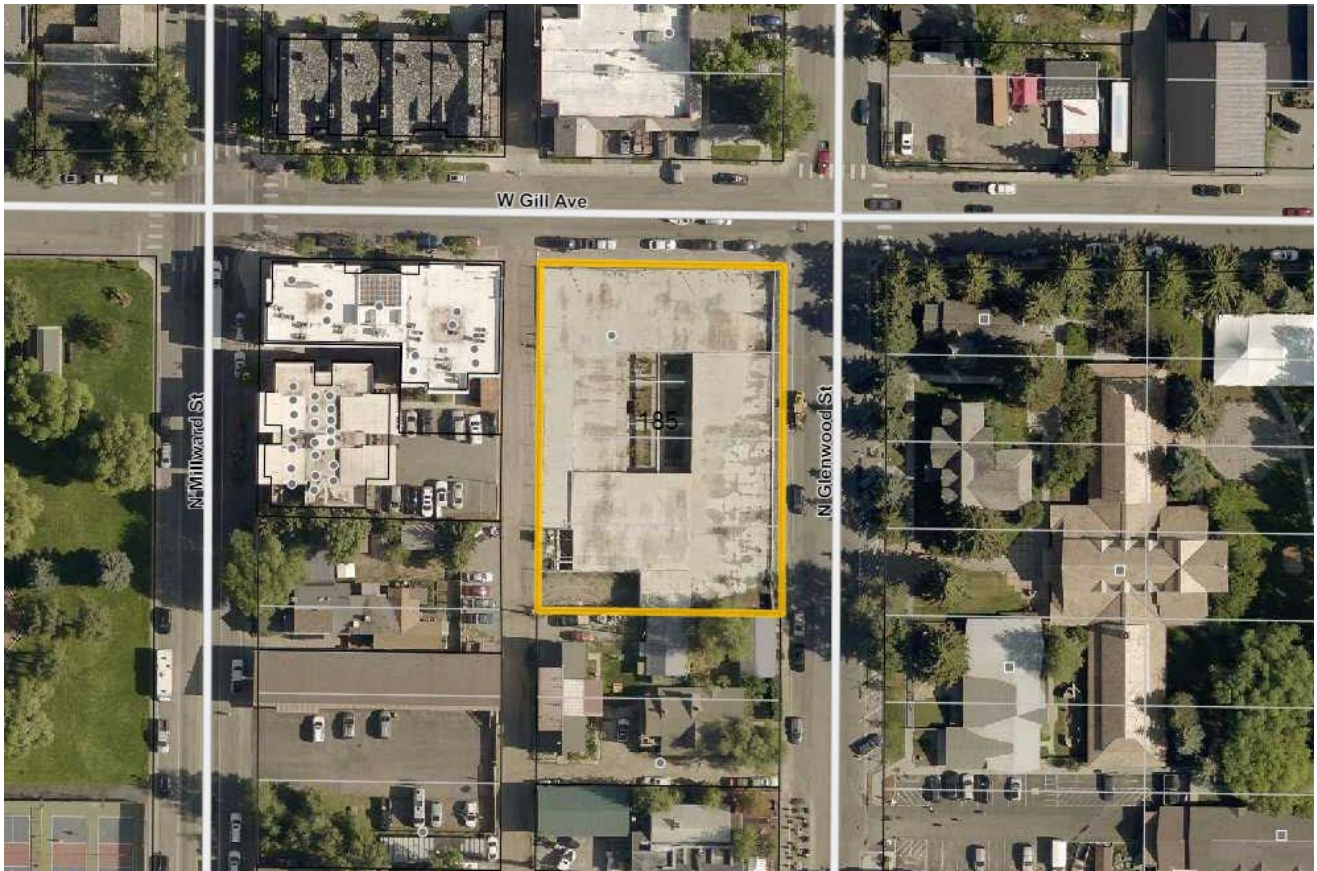
Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for the Glenwood Condominiums Addition to the Town of Jackson located at 185 N. Glenwood, subject to the departmental reviews attached hereto and following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities 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. Park and School Exactions shall be paid at the time of plat recording.
3. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record a Workforce Ownership deed restriction against the 4 designated workforce units.
4. Within 6 months of recording the subdivision plat for Phase I, the applicant shall designate which thirteen (13) units will be Short-term Rentals and which four (4) units will be long-term, market residential units (i.e., from Workforce 2:1 Bonus). The unit designation shall be in writing to the Planning Department and include a floor plan.
5. Concurrently with the recording of the Final Plat, an affidavit shall be recorded against all four (4) long-term, market residential units stating that they cannot be rented short term and that includes the signature of the Town of Jackson Planning Director.

Project Location.

The property is located at 185 N. Glenwood Street and legally known as Lots 1-4, Block 6, Jackson Addition to the Town of Jackson. An aerial photo and zoning map are shown on the following page:



Background/Project Description.

Background: The Glenwood/Gill development project, consisting of 2 phases, received approval for the following items:

- Sketch Plan (P19-097 & P19-098) – 29-unit development in 2 phases.
 - Phase 1 (185 N Glenwood):
 - 12 Short-term Rental units (base FAR) (33,906 sf)
 - 5 free-market residential units (2:1 Bonus) (13,251 sf)
 - 3 Workforce Ownership deed-restricted units (2:1 Bonus) (6,742 sf)
 - Phase 2 (165 S Glenwood)
 - 6 Short-term Rental units (base FAR) (17,907 sf)
 - 1 free-market residential unit (2:1 Bonus) (3,018 sf)
 - 2 Workforce ownership deed-restricted units (2:1 Bonus) (4,245 sf)
- Administrative Adjustment (P19-099) – reduction of pedestrian frontage width along Glenwood.
- Development Plan (P19-248) – same at Sketch Plan shown above.
- Development Option Plan (P20-172) – increase the number of workforce deed-restricted units in Phase 1 from 3 to 4. Increase the number of STR units in Phase I from 12 to 13.
- Development Option Plan (P21-025) – designate upfront which 4 units would be workforce deed-restricted. Provide flexibility on when the owner needs to designate which 13 units are short-term rentals and which remaining 4 units are market long term units.

Project Description: The applicant is proposing to subdivide the 21 units in Phase I of the Glenwood/Gill development into ownership condominiums. Thirteen (13) units will be market short-term rentals (base FAR), four (4) units will be market long-term residential (2:1 workforce housing bonus), and four (4) units will be workforce deed restricted (2:1 workforce housing bonus).

Analysis.

Staff finds that as conditioned, the proposed subdivision plat is in conformance with the approved Development Plan and other associated approvals. 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. Park Exactions are calculated at \$55,000.00 and School Exactions are calculated at \$31,500.00. Per the Land Development Regulations (LDRs), the plat shall be recorded within 60 days of approval.

According to the most recent Development Option Plan (P21-025), the applicant has 6 months from recording the plat to identify which 13 units will be short-term rentals. This condition is necessary because Phase I has a mix of short-term rentals, long-term only residential units and workforce deed restricted units but only the deed restricted units have been identified. Having clarity on each unit's allowed use is essential to managing legal short-term rentals in perpetuity. With regard to recordation of the deed restrictions, the owner will be recording the Workforce Ownership restriction on four (4) units which were part of the using the 2:1 workforce housing bonus. A draft of the workforce restriction is attached to this report.

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 buildings have been reviewed and approved consistent with the 2018 International Building Code.

- C. ***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 buildings have been reviewed and approved consistent with the 2018 International Building Code.

- D. ***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.

1. ***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.

2. ***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 buildings have been reviewed and approved consistent with the 2018 International Building Code.

- E. ***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.

Comprehensive Plan & Priority Alignment.

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. **Approved Development Plan.** *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 subdivision plat to be in substantial conformance with the previously approved Development Plan (P19-248) and Development Option Plans (P20-172 & P21-025).

2. **Complies with Section 8.5.3.** *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. **Complies with Division 7.2.** *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. **Other Relevant Standards/LDRs.** *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.

Fiscal Impact.

Park Exactions - \$55,000.00

School Exactions - \$31,500.00

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 P21-240, 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, and to approve a Subdivision Plat for the Glenwood Condominiums Addition to the Town of Jackson at the property addressed at 185 N. Glenwood Street subject to the departmental reviews attached hereto, this staff report dated November 15, 2021, and the following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities 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. Park and School Exactions shall be paid at the time of plat recording.
3. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record a Workforce Ownership deed restriction against the 4 designated workforce units.
4. Within 6 months of recording the subdivision plat for Phase I, the applicant shall designate which thirteen (13) units will be Short-term Rentals and which four (4) units will be long-term, market residential units (i.e., from Workforce 2:1 Bonus). The unit designation shall be in writing to the Planning Department and include a floor plan.
5. Concurrently with the recording of the Final Plat, an affidavit shall be recorded against all four (4) long-term, market residential units stating that they cannot be rented short term and that includes the signature of the Town of Jackson Planning Director.

PLANNING

Project Number	P21-240	Applied	9/10/2021	AL
Project Name	Subdivision Plat - 185 N Glenwood	Approved		
Type	FINAL PLAT	Closed		
Subtype	LAND DIVISION	Expired		
Status	STAFF REVIEW	Status		

Applicant	Jorgensen Associates, P.C.	Owner	GLENWOOD JH, INC
Site Address	185 N GLENWOOD STREET	City	JACKSON
		State	WY
		Zip	83001

Subdivision	JACKSON ORIGINAL-TOWNSITE	Parcel No	22411628410001	General Plan	
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Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Building Kelly Sluder	APPROVED	9/10/2021	10/1/2021	9/10/2021	

County Clerk Corina Dorman	9/10/2021	10/1/2021		
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Fire Kathy Clay	NO COMMENT	9/10/2021	10/1/2021	9/14/2021
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Joint Housing Dept Stacy Stoker (10/22/2021 4:17 PM SAS)	APPROVED W/CONDITI	9/10/2021	10/1/2021	10/22/2021	See Comments
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This development is a high end luxury development with 5 Workforce Units included. The CCRs should have a provision that limits the amount of increase per year in HOA dues. While these are not Affordable units, they are also not market units. The program is structured in a way that intends for people who purchase these units to earn more than 120% of Median Family Income and still not able to purchase in the market. High end developments such as these often choose to spend money on amenities that owners of restricted units are not able to afford and are not in favor of spending the money on. It is the Housing Department's experience that restricted owners end up not being able to afford assessments and dues. They are a minority in the development, and therefore their vote may not matter. The Housing Department encourages the applicant, in good faith, to consider putting limitations on dues and assessments for the restricted units.

Legal Lea Colasuonno	NO COMMENT	9/10/2021	10/1/2021	10/25/2021
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Parks and Rec Steve Ashworth	NO COMMENT	9/10/2021	10/1/2021	
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Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Pathways Brian Schilling	NO COMMENT	9/10/2021	10/1/2021	10/13/2021	
Planning Tyler Valentine (11/8/2021 2:44 PM TV) Please see staff report.	APPROVED W/CONDITI	9/10/2021	10/1/2021	11/8/2021	
Plat Review-Survey Other (9/16/2021 12:35 PM AL) ATTN: Tyler Valentine, Planner RE: P21-240, Glenwood Condominium Plat of Lots 1-4, Block 6, Jackson Townsite Tyler: I have reviewed the plat accompanying the P21-240 application for sufficiency. The plat and application as presented are insufficient for the following reasons: • On Sheet 2 of 22 the perimeter boundary of the western structure does not represent a closed figure; the boundary between the building, Walkway GCE, Parking Ramp GCE, and Courtyard GCE is ambiguous. • The surveyor has failed to report an acreage for the overall project and also failed to report individual condominium unit areas and common element areas. • Exhibit A of the Condominium Declaration has been left blank. The unit areas are necessary to make the required calculations in Exhibit A. The items listed above do not constitute a complete review, these items are statutory plat requirements and without the boundary and areas the plat cannot be completely reviewed. A formal review will be addressed after the plat has been completed. Sincerely, Todd Cedarholm	APPROVED W/CONDITI	9/10/2021	10/1/2021	11/8/2021	See Comments
Plat Review-Title Other		9/10/2021	10/1/2021	10/5/2021	See Comments

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(10/5/2021 10:42 AM AL)					
Proposed Plat: The Glenwood Condominium Addition to the Town of Jackson					
Platted From: Lots 1 through 4 of Block 6 of the Original Townsite of Jackson, Plat 100					
Located: Town of Jackson					
Owner/Subdivider: Glenwood JH Inc., a Wyoming corporation					
Summary: The proposed plat creates 21 condominium units (1-21) in two buildings separated by a courtyard. Units 18-21 are to be deed restricted workforce housing units.					
Additional Documents to be Recorded Provided with Plat: 1) Affidavit of Certificate of Owner 2) Affidavit of Certificate of Mortgagee (x3) 3) Declaration of Condominium 4) Special Restrictions for Workforce Housing (not provided/reviewed)					
Title Report provided by Wyoming Title & Escrow Effective Date: 7.16.21					
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: Legal access is provided via West Gill Avenue and North Glenwood Street					
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).					
Comments: N/A					
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)					
UNIT DIMENSIONS ? Are ? Are Not properly shown. (SEE CONCLUSIONS, BELOW)					
Units ? Are ? Are Not PROGRESSIVELY NUMBERED.					
The underlying land ? Is ? Is Not VACATED.					
CERTIFICATES					
Certificate of Owner(s) ? Included ? To be executed 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) UNIT SQUARE FOOTAGE AND AIRSPACE: While unit dimensions are shown, the square footage of the units appears to be missing, and should be added to the plat. We defer to the surveyor conducting a review of this plat as to whether the 3D airspace units are properly shown.					
2) SUBDIVISION NAME: We observed a few instances where the subdivision is referred to as “Glenwood Gill Condominium Addition to the Town of Jackson,” which should be located and corrected. (While there may be additional occurrences, we see this in the Certificate of Approval on Sheet 1, and the LCE-E section of the Legend on Sheet 2).					
3) CAPTION: The caption in the lower right hand corner of all sheets is labeled, “A condominium subdivision identical with Lots 1-4, Block 6, Town of Jackson, Plat No. 100.” This should be corrected on all sheets to read, “A condominium subdivision identical with Lots 1-4, Block 6, of the Original Townsite of Jackson, Plat No. 100.”					
Comments/General Observations: For your review and consideration, may not require changes:					
1) We note that the condo dec is titled, “Declaration of Condominium for the Glenwood Condominiums,” rather than “Declaration of Condominium for the Glenwood Condominium Addition to the Town of Jackson.” There are additional such references in the document.					
2) Paragraph 3.7(b) of the condo dec indicates that parking spaces may be assigned to specific owners at a future date. It might make sense to identify the parking spaces on the plat with numbers or letters, so that they can be later assigned with clear references to the correct spaces.					
3) It may be helpful to add mortgage recording information to the three Mortgagee Certificates.					
4) Glenwood JH, Inc., a Wyoming corporation is in good standing with the Wyoming Secretary of State . It appears the Glenwood Owners Association has not been formed yet.					
Next Steps:					
1. ENTITY DOCS – The owner should provide a copy of the Corporate Authorization to verify the plat properly identifies the entity , and that the Certificate of Owner is executed by the correct party.					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
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: 10.5.21					
Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company					
Police	NO COMMENT	9/10/2021	10/1/2021	9/14/2021	no concerns
Michelle Weber					
Public Works	APPROVED W/CONDITI	9/10/2021	10/1/2021	10/3/2021	
Brian Lenz					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(10/3/2021 6:09 PM BTL)					
SUBDIVISION PLAT – APPROVED w CONDTITIONS					

P21-240 Subdivision Plat Review

ADDRESS: 185 N Glenwood Street

OWNER: Glenwood JH, Inc.

APPLICANT: Jorgensen Associates, Inc.

10/3/2021

Brian Lenz, 733-3079

DATE OF SUBMITTAL: 09/10/2021

DATE OF MATERIALS: 09/10/2021

REVISION NO.:

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.

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

PRIOR TO FINAL PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

GENERAL

1. It is our understanding that the units were constructed as Townhomes under individual permits, but the plat is set up as condominiums. Please confirm that condominiums is the proper entity for the development.
2. Provide PDFs of the revised documents for review prior to printing for signatures.

CERTIFICATE OF APPROVAL

1. Revise the name of the subdivision, capitalize “THE” and delete “GILL”.

NOTES

1. CAPITALIZE all letters of the “NO PUBLIC MAINTENANCE...” statements.

CERTIFICATE OF ENGINEER

1. Revise the certification to the affect: “that the water distribution systems, sewage collection systems, and stormwater systems designed to serve the foregoing subdivision are connected to the Town of Jackson water, sewer, and stormwater systems and the meet all applicable...”

CERTIFICATE OF OWNER

1. 14th That statement: revise to name the street N Glenwood,
2. Add the following: “that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles;” Or some variation that references the rights in the Condominium Covenants

PLAT SHEETS

1. Sheet 21 of 22: Title block has the wrong subdivision name, add a “The” and delete “Gill” to match the other sheets.
2. Sheet 2 of 22: Apart from the section lines the vicinity map does not show any identifying features, e.g. road names. Revise as necessary.
3. Sheet 3 of 22: The parking spaces are not dimensioned or tied to any point of the building. Revise as necessary.

COVENANTS

1. Common lighting for Glenwood: Where applicable address that the common exterior lighting along Glenwood in lieu of streetlights is a common utility and expense and are to be operated consistent with Town street lighting practices, i.e., if the Town street

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
lights are on the Glenwood building lights should be on. Revise as necessary, provide details on where revisions were added.					
2. 2.9: Include building water, sewer, and stormwater utilities.					
3. 2.9: Revise as necessary to cover the snowmelt and associated drainage systems or indicate where the snow melt system is addressed.					
4. 2.9:Provide some explanation or clarification as to what “installations to (but not at) the outlets” means. I’ve asked for this before and have had no response, in order for final approval this shall be addressed so that I can understand what it means.					
START		9/10/2021	10/1/2021		
Darren Brugmann					



JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

September 10, 2021

Mr. Tyler Valentine Town of Jackson Senior Planner

Re: The Glenwood Condominium Addition Plat Application – 185 N. Glenwood St.

Dear Tyler,

On behalf of Glenwood JH, Inc., the current owner of the property identified as Lots 1-4, Block 6, Town of Jackson, we are applying for subdivision of said property as a condominium addition. This subdivision is proposed as “The Glenwood Condominium Addition to the Town of Jackson”.

This submittal includes:

- Town of Jackson Application
- Copy of check for application fee of \$1,202 – check has been mailed
- Warranty Deed showing ownership
- Letter of Authorization assigning Jorgensen Associates, Inc. as agent
- Notice of Intent to Subdivide published 08/11/21 & 08/18/2021
- Ownership and Encumbrance Report (to satisfy Title Commitment requirement) dated July 16, 2021
- Draft Declaration of Covenants, Conditions, & Restrictions
- Draft Affidavits of Mortgagee
- Draft Subdivision Plat

If you need any other materials, please feel free to contact me at any time.

Thank you for your consideration in this matter.

JORGENSEN ASSOCIATES, INC.

Matt Gotham, PLS
Survey Manager



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: The Glenwood Condominium Addition to the Town of Jackson
Physical Address: 185 N. Glenwood St.
Lot, Subdivision: Lots 1-4, Block 6, Town of Jackson PIDN: 22-41-16-28-4-10-001

PROPERTY OWNER.

Name: Glenwood JH, Inc. Phone: 262-308-2656
Mailing Address: 4011 80th St., Kenosha, WI ZIP: 53142
E-mail: northmann@beardevelopment.com

APPLICANT/AGENT.

Name: Matt Gotham, Jorgensen Associates Phone: 307-733-5150
Mailing Address: PO Box 9550, Jackson, WY ZIP: 83002
E-mail: mgotham@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

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

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

☒ _____ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ **Other:** _____
_____ Environmental Analysis

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

Pre-application Conference #: n/a Environmental Analysis #: n/a
Original Permit #: P21-025 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?

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

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

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

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

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

_____ Signature of Property Owner or Authorized Applicant/Agent Matt Gotham, Jorgensen Associates _____ Name Printed	8/31/2021 _____ Date Survey Manager _____ Title
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Town of Jackson Planning and Building Department

LETTER OF AUTHORIZATION
NAMING APPLICANT AS OWNER'S AGENT

Stephen R. Mills, President of Glenwood JH, Inc.

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual

Being duly sworn, deposes and says that Glenwood JH, Inc. is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: 185 N. Glenwood St.

Legal Description: Lot 1-4, Block 6, Town of Jackson

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Matt Gotham, Jorgensen Associates, Inc.

Mailing address of Applicant/agent: PO Box 9550, Jackson, WY 83002

Email address of Applicant/agent: mgotham@jorgeng.com

Phone Number of Applicant/agent: 307-733-5150

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

[X] Development/Subdivision Plat Permit Application [] Building Permit Application

[] Public Right of Way Permit [] Grading and Erosion Control Permit

[] Demolition Permit [] Other (describe)

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.

Property Owner Signature

Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other not individual Owner

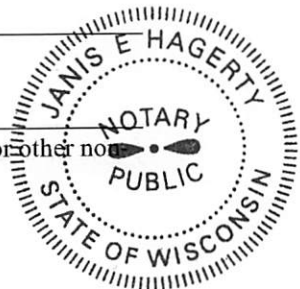
STATE OF WISCONSIN)
COUNTY OF KENOSHA) SS.

The foregoing instrument was acknowledged before me by Stephen R. Mills this 30th day of August, 2021.

WITNESS my hand and official seal.

Notary Public signature and seal

My commission expires: 02/10/2024



Wyoming Title & Escrow - Jackson
211 E Broadway
Jackson, Wyoming 83001

GRANTOR: ROSEVILLE VENTURES II LLC
GRANTEE: GLENWOOD JH INC
Doc 0998313 Filed At 15:27 ON 09/10/20
Maureen Murphy Teton County Clerk fees: 15.00
By Corrina Dorman Deputy Clerk

WARRANTY DEED

Roseville Ventures II, LLC, a Wisconsin limited liability company, GRANTOR(S), of Teton County, WY, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Glenwood JH, Inc., a Wyoming corporation, GRANTEE(S), whose address is 4011 80th Street, Kenosha, WI 53142, 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:

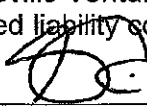
Lots 1, 2, 3, and 4 of Block 6 of the Original Townsite of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat No. 100.

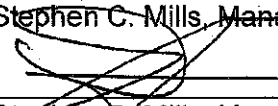
PIDN: 22-41-16-28-4-10-001

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WITNESS the due execution and delivery of this Warranty Deed this 4
day of SEPTEMBER, 2020.

Roseville Ventures II, LLC, a Wisconsin
limited liability company

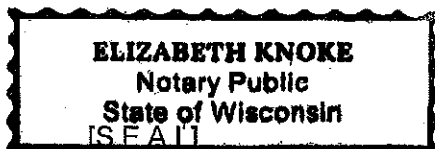

Stephen C. Mills, ~~Managing Member~~ Manager

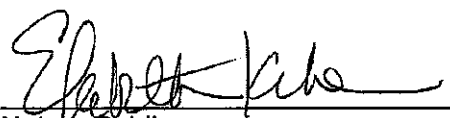

Stephen R. Mills, ~~Managing Member~~ Manager 

STATE OF Wisconsin)
COUNTY OF Kenosha) ss.

 Manager The foregoing instrument was acknowledged before me by Stephen C. Mills,
~~Managing Member~~ of Roseville Ventures II, LLC, a Wisconsin limited liability company
this 4th day of September, 2020.

WITNESS my hand and official seal.



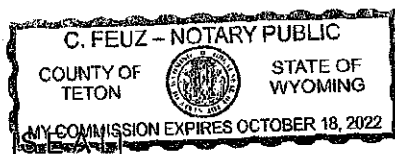

Notary Public

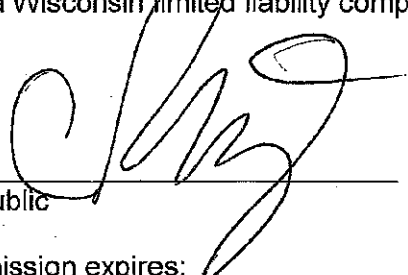
My commission expires: May 3, 2023

STATE OF WYOMING)
COUNTY OF Teton) ss.

 Manager The foregoing instrument was acknowledged before me by Stephen R. Mills,
~~Managing Member~~ of Roseville Ventures II, LLC, a Wisconsin limited liability company
this 4 day of SEPTEMBER, 2020.

WITNESS my hand and official seal.




Notary Public

My commission expires: _____

Issued To:

Bear Development, LLC
4011 80th St
Kenosha, WI 53140
(262) 842-0484

Report No.: W-25878
Effective Date: July 16, 2021
Current Date: July 29, 2021
Cost: \$350.00

Project Reference:

Property Address: 185 North Glenwood 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:

Glenwood JH, Inc., a Wyoming corporation

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

Lots 1, 2, 3, and 4 of Block 6 of the Original Townsite of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat No. 100.

PIDN: 22-41-16-28-4-10-001

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

1. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
3. Taxes, special and general, assessment districts and service areas for the year 2020.
Tax ID No.: OJ-001296
1st Installment: \$4,428.22 PAID
2nd Installment: \$4,428.22 PAID

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
4. General taxes for the year 2021 and subsequent years, a lien in the process of assessment, not yet due or payable.
5. Assessments for the Glenwood Owners Association, if any, which are excluded from the coverage afforded hereby.
6. All matters as delineated on the Official Plat of Original Townsite of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 100.
[Plat No. 100](#)
7. Terms and Conditions of Affidavit and Agreement between the Town of Jackson and The Undersigned Applicants Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, recorded August 23, 2007, as (book) 675 (page) 560, Official Records.
[B675P560](#)
8. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded June 24, 2008, as (book) 702 (page) 583, Official Records.
[B702P583](#)
9. Construction Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$30,000,000.00, dated September 4, 2020, recorded September 10, 2020, as (instrument) 0998314, Official Records.
Mortgagor: Glenwood JH, Inc., a Wyoming corporation
Mortgagee: Bank of Jackson Hole

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-25878

10. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Mortgage shown hereinabove was assigned to Bank of Jackson Hole, recorded September 10, 2020, as (instrument) 0998315, Official Records.

11. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$451,060.14, dated December 23, 2016, recorded December 29, 2016, as (instrument) 0919716 (book) 937 (page) 910, Official Records.

Mortgagor: Roseville Ventures II, LLC, a Wisconsin limited liability company

Mortgagee: Stronghurst, LLC, a Wisconsin limited liability company

Said Mortgage was subordinated to the lien of the Mortgage in Exception No. 13 by instrument recorded September 10, 2020, as (instrument) 0998317, Official Records.

12. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$25,000,000.00, dated September 4, 2020, recorded September 10, 2020, as (instrument) 0998316, Official Records.

Mortgagor: Glenwood JH, Inc., a Wyoming corporation

Mortgagee: Roseville Ventures II, LLC, a Wisconsin limited liability company

Said Mortgage was subordinated to the lien of the Mortgage in Exception No. 13 by instrument recorded September 10, 2020, as (instrument) 0998325, Official Records.

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

Declaration of Condominium for the The Glenwood Condominiums

This DECLARATION OF CONDOMINIUM FOR THE GLENWOOD CONDOMINIUMS (this “**Declaration**”) is made this _____ day of _____, 20____, by GLENWOOD JH, INC., a Wyoming corporation (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 The Glenwood 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 The Glenwood 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. The Glenwood 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–Patio, Limited Common Elements–Storage, and Limited Common Elements–Elevator 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 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,**” “**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—Elevator. Those Limited Common Elements for the exclusive use of one or more Condominium Units as an elevator 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 – Elevator may also be referred to herein and on the Condominium Plat as

“Limited Common Elements – Elevator,” “LCE – Elevator,” “LCE – E,” “Elevator Limited Common Elements” or “elevator.”

2.12 Limited Common Elements—Patio. Those Limited Common Elements for the exclusive use of one or more Condominium Units as a deck, rooftop patio, ground-level patio or terrace 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,” “LCE – P,” “Patio Limited Common Elements” or “patio.”**

2.13 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.”**

2.14 Limited Common Expense. A Common Expense that does not benefit all Units, such as those expenses incurred with respect to the Limited Common Elements.

2.15 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.

2.16 Member. A Person subject to membership in the Association pursuant to Section 6.2.

2.17 Mortgage. Any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

2.18 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.

2.19 Occupant. Any person or persons in possession of a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or persons.

2.20 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.

2.21 Person. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.22 Plat or Final Plat or Condominium Plat. The Final Plat of The Glenwood Condominium Addition to the Town of Jackson, 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.

2.23 Public Records. The official records of the Clerk of Teton County, Wyoming.

2.24 Special Assessment. Assessments levied in accordance with Section 8.3.

2.25 Specific Assessment. Assessments levied in accordance with Section 8.4.

2.26 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.

2.27 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, and also referred to as individual airspace Units on the 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 mail to all Owners concerning any such proposed action as 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 with commercial, retail, office, hotel 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 mixed-use development 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 or nuisance 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) **Unsightliness.** 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 IX.

3.6 Domestic Animals. Subject to the provisions of this Section 3.6, and any Master Rules and Regulations each Unit shall be entitled to house Household Pets as permitted by local ordinance. The term "Household Pet(s)" means generally recognized Household Pets such as dogs, cats, fish 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 with 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 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) 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, without the consent of any other party being required to record such Supplemental Declaration. In the discretion of the Board, annual fees may be charged in direct relation to Parking Spaces being used by an Owner. 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. Tenants and invitees of a specific Owner may use the designated parking of such Owner's Unit pursuant to Section 3.10.

(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, servicepersons and service-providing companies. The term "smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, or other tobacco 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.

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 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.

3.15 Approval of Hot Tubs. No hot tubs shall be permitted outside any Unit, on the exterior of the Building, and/or within the LCE-Patio without the prior written approval by the Board or the Declarant. Any and all approved hot tubs shall be placed in areas where there is sufficient structural support, shall not exceed 150 lbs. per square foot or 8 feet wide by 8 feet long, and shall be installed at the sole cost and expense of the Owner. Each Owner shall submit to the Board a written request for approval of exterior hot tub, which request shall contain a description of such hot tub and any other documents 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 hot tub. Failure by the Board to respond within the fifteen (15) day deadline shall be deemed approval of the request.

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 three (3) 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. 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 must confirm that the specifications required by this Article IV are met by the applicant and 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; Short-Term Rental; Third Party Property or Management Leasing Service Companies.** Residential use shall be permitted in Units, together with the keeping of Household Pets subject to the limitations set forth in this Declaration. The Units may be short-term rented in compliance with applicable Town of Jackson regulations, and may also be rented for long term periods. For the purposes of this section “short-term rental” shall mean “short-term rental” as currently defined in the Town of Jackson regulations, as well as short-term rental use, and transient occupancy use. No amendment to this Declaration that restricts short-term rental of a Unit may restrict the short-term rental (i.e., for periods of 30 days or less) of a Unit that was short-term rented in the five years prior to the effective date of the amendment (a “Continuous Rental Unit”), where each Continuous Rental Unit may continue to be rented on a short-term basis notwithstanding such amendment. 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 Declarant or 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. No amendment to the Final Plat, nor any other Governing Document, nor any Rule or Regulation may adversely affect the rights of an Owner of a Unit under this Section 4.3(b) without the prior written consent of such Unit Owner.

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 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 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.

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 by a Limited Common Element number corresponding to a specific Unit number.

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 property taxes or special district or other assessments (collectively, "**Impositions**") may, in the opinion of the Association, become a lien on the Project or any part thereof (as opposed to an individual Owner's Unit), the Association shall pay the same and assess the same to the Owner or Owners responsible therefore, unless the applicable Owner has properly appealed or has the right to appeal the application of such Imposition and the Imposition is not delinquent (the "**Appeal Right**"). In the event the Owner has an Appeal Right, they must notify the Association of their intentions regarding such and will be responsible for any payment determined due from such Appeal Right, and in any event, shall pay all Impositions prior to their delinquency Date. Each Owner shall pay the Impositions assessed against such Owner's Condominium Unit, or interest therein, or such Owner's

interest in the Common Elements or any part of any or all of the foregoing directly to the entity imposing or collecting the Imposition. Each Owner shall pay all Impositions levied against the Project or any part of the Common Elements in proportion to such Owner's interest in the Common Elements, such payment to be made to the Association upon the later of (a) at least thirty (30) days prior to the delinquency of such tax or assessment or (b) upon notice of such Imposition. Each such unpaid Imposition 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, Impositions 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 The Glenwood Condominium Addition to the Town of Jackson, to be shown on the Final Plat of The Glenwood Condominium Addition to the Town of Jackson to be filed in the Office of the Clerk of Teton County, Wyoming (the "**Plat**"), and described in the Declaration of Condominium for The Glenwood 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, stairwells, driveways, foyers, trees, and sidewalks.

(c) The Association shall maintain and repair all Parking Spaces that are on the Project.

(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 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 or relating to a Limited Common Element (i.e., a Limited Common Expense) 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. For avoidance of doubt, all Limited Common Expense related to all Limited Common Elements—Elevator are specifically allocable to the Unit to which the Limited Common Elements—Elevator relates.

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, including but not limited to snow removal on LCE-Patio and parking areas, the Association hereby reserving the right to retain one or more contractors to perform such 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. 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. It is specifically acknowledged that Declarant has the right to annex the property at Lots 5 and 6, Block 6, Original Plat of Town of Jackson, Plat No. 100, commonly known as 165 N. Glenwood Street, Jackson, Wyoming into the regime of this Declaration pursuant to the foregoing provisions.

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.

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.

9.6 Right to Assign Limited Common Elements – Storage; Parking Assignment and Adjustments. Declarant hereby reserves the right to assign LCE – Storage and Parking Spaces to specific Units by filing Supplemental Declarations in the Public Records. The Declarant reserves the right to reassign and reallocate Parking Spaces among Unit Owners by filing Supplemental Declarations to reflect transfers or reallocations, where after the Declarant no longer owns any Units, the Board may reassign and reallocate Parking Spaces among Unit Owners. The Supplemental Declarations contemplated by this Section 9.6 may be recorded without the consent of any Owner, provided, however, that no Owner shall be deprived of any LCE – Storage or Parking Space that has been assigned to such Owner, without such Owner's consent.

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.

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. It is Declarant's intent that all improvements constructed or made by Declarant in the Project be built or made in compliance with all applicable building codes and ordinances and that such improvements be of a quality that is consistent with the Community-Wide Standard. 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 responsibility therefor. It is Declarant'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 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 or its 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 hereby reserves the right to inspect, repair and/or replace such Alleged Defect as set forth herein.

(b) **Notice to Declarant.** In the event that a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant in writing, at the address at which Declarant maintains its 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 of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect by Declarant, as part of Declarant's reservation of rights, Declarant 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, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Declarant shall be entitled to take any actions as it 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 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 a Notice of Alleged Defect and (2) Declarant has, within ninety (90) days after its 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 sixty-six percent (66%) of the Owners and not less than sixty-six percent (66%) of the Mortgagees. In no event will Declarant 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 to inspect, repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated under applicable law. The right of Declarant 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 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, 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 conveyance of ninety-five percent (95%) of the Units to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose, 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 of 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.

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 three-fourths 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:

GLENWOOD JH, INC., a Wyoming corporation

By:_____

Name:_____

Title:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the
_____ of GLENWOOD JH, INC., a Wyoming corporation, this ____ day of
_____, 20__.

Witness my hand and official seal.

Notary Public
My commission Expires:

[illegible]

TO WIT:

THAT the undersigned have examined a copy of that plat prepared (Date), of THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, and being identical to Lot 1-4, Block 6, Town of Jackson, in the Office of the Clerk of Teton County, Wyoming as Plat No. 100;

THAT Stronghurst, LLC is holder of a mortgage on the lands depicted on said plat of The Glenwood Condominium Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT, in the name of and on behalf of Stronghurst, LLC, a Wisconsin limited liability company, the undersigned acknowledge, accept, and consent to the subdivision of land depicted on said plat of Westview Condominium Addition to the Town of Jackson and described in said Certificate of Owner.

Stronghurst, LLC
a Wisconsin limited liability company

Seal:

By: _____
 (Name)
 (Title)
 Stronghurst, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who being duly sworn, did say that they are (TITLE) and acknowledged that said instrument was signed by them on behalf of Stronghurst, LLC.

WITNESS my hand and official seal.

Notary Public

My commission expires:

**AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT
THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON
BY
ROSEVILLE VENTURES II, LLC**

TO WIT:

The undersigned officer of Roseville Ventures II, LLC, being first duly sworn, depose and say:

THAT the undersigned have examined a copy of that plat prepared **(Date)**, of THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, and being identical to Lot 1-4, Block 6, Town of Jackson, in the Office of the Clerk of Teton County, Wyoming as Plat No. 100;

THAT Roseville Ventures II, LLC is holder of a mortgage on the lands depicted on said plat of The Glenwood Condominium Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT, in the name of and on behalf of Roseville Ventures II, LLC, a Wisconsin limited liability company, the undersigned acknowledge, accept, and consent to the subdivision of land depicted on said plat of Westview Condominium Addition to the Town of Jackson and described in said Certificate of Owner.

ATTEST:

Roseville Ventures II, LLC
a Wisconsin limited liability company

Seal:

By: _____

By: _____
(Name)
(Title)
Roseville Ventures II, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who being duly sworn, did say that they are **(TITLE)** and acknowledged that said instrument was signed by them on behalf of Roseville Ventures II, LLC.

WITNESS my hand and official seal.

Notary Public

My commission expires:

TO WIT:

THAT the undersigned have examined a copy of that plat prepared (Date), of THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, and being identical to Lot 1-4, Block 6, Town of Jackson, in the Office of the Clerk of Teton County, Wyoming as Plat No. 100;

THAT Bank of Jackson Hole is holder of a mortgage on the lands depicted on said plat of The Glenwood Condominium Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT, in the name of and on behalf of Bank of Jackson Hole, a Wyoming corporation, the undersigned acknowledge, accept, and consent to the subdivision of land depicted on said plat of Westview Condominium Addition to the Town of Jackson and described in said Certificate of Owner.

Seal:

By: _____
 (Name)
 (Title)
 Bank of Jackson Hole

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who being duly sworn, did say that they are (TITLE) and acknowledged that said instrument was signed by them on behalf of Bank of Jackson Hole.

WITNESS my hand and official seal.

Notary Public

My commission expires:

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

AUGUST 18, 2021

TETON COUNTY NOTICES

Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, August 23, 2021, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 08/18/21

TETON COUNTY

DIVISION OFFICES

• PUBLIC NOTICE •

The Teton County Weed & Pest District Regular Monthly Board Meeting will be at noon on Tuesday, August 24 at the District Office. The public is welcome. Questions please call 733-8419.
Publish: 08/18/21

NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR

CHILDRENS LEARNING CENTER HVAC
TETON COUNTY, WY

Pursuant to W.S. 16-6-116, notice is hereby given that Teton County, WY (OWNER) has accepted the work as completed according to the plans, specifications, and rules set forth in the Contract between the OWNER and ATS and Bison(CONTRACTORS), and that the CONTRACTORS are entitled to Final Settlement thereof.

Notice is further given that on Sept 27th, 2021 said date being the forty - first (41st) day after the first publication of this Notice, OWNER will pay to said CONTRACTOR the full amount due under the Contract.

If any individual, company, organization, or other entity has any outstanding financial claim against any CONTRACTOR concerning Final Settlement of these Contracts, the party should contact Teton County Facilities Division at P. O. Box 3594, Jackson, WY, 83001, facilities@tetoncountywy.gov, or 307.732.5743 prior to Sept 27th, 2021.
Publish: 08/18, 08/25/21

NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR

LONG BUILDING TECHNOLOGIES
TETON COUNTY, WY

Pursuant to W.S. 16-6-116, notice is hereby given that Teton County, WY (OWNER) has accepted the work as completed according to the plans, specifications, and rules set forth in the Contract between the OWNER and Long Building Technologies, (CONTRACTOR), and that the CONTRACTOR is entitled to Final Settlement thereof.

Notice is further given that on _9/27/2021_ said date being the forty - first (41st) day after the first publication of this Notice, OWNER will pay to said CONTRACTOR the full amount due under the Contract.

If any individual, company, organization, or other entity has any outstanding financial claim against the CONTRACTOR concerning Final Settlement of these Contracts, the party should contact Paul Cote / Teton County Facilities Division at P. O. Box 3594, Jackson, WY, 83001, pcote@tetoncountywy.gov or 307.732.8585 prior to September 27, 2021.
Publish: 08/18, 08/25/21

GENERAL PUBLIC NOTICES

• REQUEST FOR BIDS •

NEW BID OPPORTUNITY AT THE JACKSON HOLE AIRPORT
Wadman Corporation is the Construction Manager at Risk for the Jackson Hole Airport which includes several projects at the Jackson Hole Airport.

Wadman Corporation is seeking subcontractor bids from

qualified subcontractors and suppliers for the construction of the Jackson Hole Airport TERMINAL SECURE SCREENING CHECKPOINT RENOVATION PROJECT.

Subcontractors who are qualified are encouraged to view the bid documents and submit a proposal. DBE subcontractors are highly encouraged to bid. Wadman Corporation is also committed to the development and implementation of initiatives, which promote the inclusion of local businesses. Wyoming Residency Preference applies as defined in W.S. 16-6-101 to 107.

Project Name: TERMINAL SECURE SCREENING CHECKPOINT RENOVATION

The renovation of the Secure Screening Checkpoint area (13,520 SF) will include the complete renovation of the structure, architecture, mechanical, electrical, plumbing, fire protection and communication systems associated with this area of the terminal. A free spanning structure is intended to improve the operational efficiency of this area for current and future next generation screening equipment.

Please include overtime/weekend work in your proposal in order to anticipate an accelerated schedule.

WORK TO START: JANUARY 2022 (PRE-WORK TO BEGIN NOV. 2021)

PLANS ARE AVAILABLE NOW.

Please email Tera Hadley for the plan link and information. Her email address is thadley@wadman.com

PROPOSALS ARE DUE - September 15, 2021 by 2 PM MST to Wadman Corporation via email at bids@wadman.com
To obtain further bid information on this project please contact: Wadman Corporation
Estimating - Brenton Fite - bfite@wadman.com
Estimating - Cody Toone - ctoone@wadman.com
Project Manager - Sam Venable – svenable@wadman.com
Office Line: 801-621-4185
Publish: 08/18, 08/25/21

• ABANDONED VEHICLES •

2008 Pontiac Grand Prix
Vin: 2G2WP552681126235
Amount Due: \$ 8825.00

1996 Jeep Grand Cherokee
Vin: 1J4GZ58S5TC225258
Amount Due: \$ 6171.50

2002 Ford Explorer
Vin: 1FMDU73E92ZA24233
Amount Due: \$ 7450.00

1998 Chevrolet K1500 Suburban
Vin: 3GNFK16RXWG133747
Amount Due: \$ 5575.00

2005 Toyota Corolla
Vin: 2T1BY32E45C376628
Amount Due: 7200.00

2003 Chevrolet Silverado 1500
Vin: 1GCEC19T33Z175942
Amount Due: \$ 5949.30

Auction date is September 3rd, 2021
Auction is held at 1190 High-way 89, Jackson WY 83002
Please call 307-733-8697 and ask for Shiela
Publish: 08/18, 08/25/21

• PUBLIC NOTICE •

The Jackson Hole Airport Board will hold its regularly scheduled Board meeting on August 18, 2021, commencing at 9:00 a.m. in the Teton County Commissioners Chambers. The meeting can be viewed via live stream and public comment may be provided during the meeting through the WebEx link at www.jacksonholeairport.com.
Publish: 08/18/21

NOTICE OF CONTRACTOR'S SETTLEMENT

County of Teton
State of Wyoming

Notice is hereby given that on or after the 28th day of September, 2021, final settlement will be made by Jackson Hole Airport Board, for and on account of the contract of said: Wadman Corporation for the furnishing and installation of Improvements to the Jackson Hole Airport, CMAR GMP Amendment 2021-2, Entry Vestibule and any person, co-partnership, association or corporation who has an unpaid lien against said Wadman Corporation for or on account of the furnishing of labor, materials, team hire, sustenance, provision, provender or other supplies used or consumed by such Contractor or any of the subcontractors in or about the performance of said

work, may at any time up to and including said time of final settlement on said 28th day of September, 2021, file a verified statement in the amount due and unpaid on account of such claim with Jackson Hole Airport Board.

Failure on the part of the claimant to file such final statement will relieve said Owner from all and any liability for such claim.

Jackson Hole Airport Board
State of Wyoming

Publish: 08/18, 08/25, 09/01/21

NOTICE OF COMPLETION AND FINAL ACCEPTANCE

In accordance with the provisions of paragraph 16-6-116 Wyoming State Statutes, 1977 Republished Edition, Teton County Hospital District, hereby gives notice that the work of GE Johnson Construction Company, Inc. dba GE Johnson Wyoming, whose address is 1110 Maple, Suite E, Jackson, WY 83001, as Contractor, has completed the St. John's Living Center (aka Sage Living Center) in accordance with Contract Documents.

Final acceptance having been made, final payment is now due the Contractor in accordance with the terms of the contract. Any disputed claims for material and labor performed under the contract should be made known to Sean Ryan, Director of Facilities, St. John's Health, 625 E. Broadway, Jackson, WY 83001. Telephone (307) 739-7410, prior to the date of final payment.

Said final payment will be made on Sept. 28, 2021, said date being the 41st date after the first publication of notice.

Teton County Hospital District
Sean Ryan, Director of Facilities
Aug. 18, 2021
Publish: 08/18, 08/25, 09/01/21

• 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 William P. Schwartz and Cheryl Ranck Schwartz as owners of Simpson Street, LLC intend to apply for a permit to subdivide property within the Town of Jackson. The proposed subdivision is a Townhome Subdivision of Lot 1 Block 7 of the Second Cache Creek Addition to the Town of Jackson located within the NW1/4 NW1/4 of Section 34, T41N, R116W 6th P.M. Teton County. This subdivision will create four (4) townhome lots and one common area lot. The project is located in the Town of Jackson at 10 East Simpson Avenue. Filing for said permit will occur at a regular meeting of the Jackson Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at (307) 733-3932 for the scheduled meeting date and additional information.
Publish: 08/18, 08/25/21

• CONTINUED PUBLICATIONS •

STATE OF WYOMING) IN THE DISTRICT COURT
COUNTY OF TETON) ss. 9TH JUDICIAL DISTRICT
Plaintiff: VIRTUD DEL CARMEN VILLALOBOS TORRES) Civil Action Case No. 183149
(Print name of person filing))
vs.) SUMMONS
Defendant: SALOMON MUNGUIA GRANDOS) ISSUED
(Spouse) (Print name)
To the above named Defendant:
Print Defendant's Name: SALOMON MUNGUIA GRANDOS
Home Address: EL SALVADOR SAN SALVADORURBANIZACION CIUDAD FUTURA FASE 2 PASAJE 80 POLIGONO 87 NUMERO 45, CUSCATAN
Phone: _____
Employer Name & Address: _____

YOU ARE HEREBY SUMMONED and required to file with the Clerk and serve upon the Plaintiff or Plaintiff's attorney if s/he has one, an Answer to the Complaint for Divorce which is herewith served upon you, within 20 days after service of this Summons upon you, exclusive of the day of service. (If service upon you is made outside of the state of Wyoming, you are required to file and serve your answer to the Complaint for Divorce within 30 days after service of this Summons upon you, exclusive of the day of service.) If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint for Divorce.

Dated, 15th September, 2020.
(Seal of District Court)
ANNE C. SUTTON
Clerk of Court
By: [Signature]
Deputy Clerk

Publish: 08/11, 08/18, 08/25, 09/01/21

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Glenwood JH, Inc. 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 Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 21 condominium units. The project is located on 0.64 acres, described as Lots 1-4, Blk 6, a

• Public Notices •

portion of the SE1/4 SE1/4 of Section 28, Township 41N, Range 116W. The site is situated on the corner of W Gill Avenue and N Glenwood Street. The street address is 185 N Glenwood Street, Jackson, WY. The name of the proposed subdivision is Glenwood Gill Condominiums Addition to the Town of Jackson. Publish: 08/11, 08/18/21

STATE OF WYOMING)
COUNTY OF Teton) ss. North JUDICIAL DISTRICT

IN THE MATTER OF THE)
CHANGE OF NAME OF)
Victoria Marta Flaherty)
Petitioner)

Civil Action Case No. 18493

FILED
TETON COUNTY WYOMING
2021 JUL 15 PM 1:06
CLERK OF DISTRICT COURT

NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 18493, has been filed on behalf of (current full name) Victoria Marta Flaherty in the Wyoming District Court for the North Judicial District, whose address is (address of District Court) _____, the object and prayer of which is to change the name of the above-named person from Victoria Marta Flaherty to Victoria Marta Smith.

(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 15 day of July, 2021.

BY CLERK OF COURT:
[Signature]
Clerk of District Court / Deputy



Publish: 07/28, 08/04, 08/11, 08/18/21



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Jackson Hole News&Guide

Jackson Hole Daily

Printed by Platmap on Oct 11, 2021 4:58pm
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CERTIFICATE OF OWNER

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

The undersigned, acting for and on behalf of Glenwood JH, Inc, a Wyoming corporation, owner and proprietor of the lands of this plat, Lots 1, 2, 3 and 4 of Block 6 of the Original Townsite of Jackson according to that plat recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat No. 100, hereby certify that the foregoing subdivision is with their free consent and in accordance with their desires;

that the name of this subdivision shall be THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, which is a condominium subdivision identical with Lots 1, 2, 3 and 4 of Block 6 of the Original Townsite of Jackson;

that said Lots 1, 2, 3 and 4 of Block 6 of the Original Townsite of Jackson are hereby vacated in accordance with Section 34–12–106 through Section 34–12–110, Wyoming Statutes and that in accordance with said Section 34–12–110, said Clerk is respectfully requested to write "VACATED" across said Lots 1, 2, 3 and 4 on Plat No. 100;

that this subdivision is hereby dedicated for condominium ownership, as recognized in accordance with Wyoming Statutes 1977, and as amended, Sections 34–20–101 through 34–20–104;

that the survey and measure of the individual airspace units and common elements as they appear on this plat is with the free consent and in accordance with the desires of the undersigned;

that the general common element being that portion of the subdivision lying outside of the building footprint as shown hereon and not otherwise identified as Limited Common Element (LCE) is hereby dedicated to the use and enjoyment of the owners of all units within this subdivision;

that the foregoing subdivision is subject to the following planning approvals: Development Plan (P19–172), Development Option Plan (P20–172) & Development Option Plan (P21–025);

that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that 'Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, Wyoming' to be recorded in said office of County Clerk at the time of recordation of this plat;

that the ownership of a condominium unit shall consist of ownership of a fee simple estate of an individual airspace as shown on this plat together with an undivided interest in the common elements (GCE & LCE) as defined in said 'Declaration of Condominium' to be recorded in said Office on the same date as this plat;

that the foregoing subdivision is subject to Special Restrictions for Workforce Ownership Housing to be recorded on Units 18, 19, 20, & 21 at the time of recordation of this plat;

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

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non-exclusive easements for any purpose the undersigned deems necessary in, under, and across the foregoing subdivision and easements shown on this plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

that the foregoing subdivision is SUBJECT TO or BENEFITS from the following of record in said Office:

(from Wyoming Title & Escrow Title Insurance Company recorded Ownership and Encumbrance Report No. W–25878)

All matters as delineated on the Official Plat of Original Townsite of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 100;

The Terms and Conditions of Affidavit and Agreement between the Town of Jackson and The Undersigned Applicants Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, recorded August 23, 2007, as Book 675, page 560, Official Records, in said Office of Teton County Clerk;

An easement over said land for electric distribution circuits and incidental purposes as granted to Lower Valley Energy, recorded June 24, 2008 in Book 702, page 583, Official Records, in said Office of Teton County Clerk;

the undersigned hereby reserve the right to create further easements for utility purposes within the subdivision;

that access to the foregoing subdivision is via adjacent W Gill Ave and Glenwood St, as shown hereon;

that this subdivision is subject to all easements, rights-of-way, reservations, agreements, restrictions and conditions of sight and/or record, including, but not limited to, those shown hereon;

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

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

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

Glenwood JH, Inc., a Wyoming corporation

Signature by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF ENGINEER

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

I, Joseph M. Lovett, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify that the water distribution systems and sewage collection systems designed to serve the foregoing subdivision are connected to the Town of Jackson water and sewer systems, and that the water and sewer systems and the private storm water collection system meet all applicable Federal, State and Town of Jackson requirements and standards; that said systems will be adequate and safe, providing that said systems have been constructed as designed, and operated and maintained correctly;

Joseph M. Lovett, P.E.
Wyoming Professional Engineer No. 16371

The foregoing instrument was acknowledged before me by Joseph M. Lovett this ____ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

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

Pursuant to Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the ____ day of _____, 2021;

ATTEST: TOWN OF JACKSON

Lynsey Lenamond, Clerk Hailey Morton Levinson, Mayor

Brian T. Lenz, Engineer Paul Anthony, Planning Director

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Lynsey Lenamond, Clerk, this ____ day of _____

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 _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony, Planning director, this ____ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF SURVEYOR

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

I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, do hereby certify:

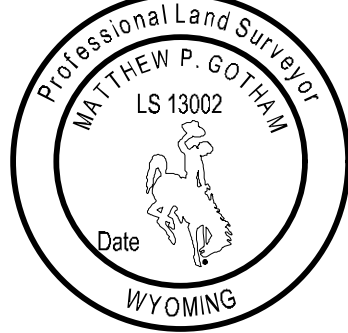
that the lands of this subdivision are identical with Lots 1, 2, 3 and 4 of Block 6 of the Original Townsite of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming, as Plat 100;

that by the authority of the owner of said Lots 1, 2, 3 and 4 of Block 6 of the Original Townsite of Jackson, said Lots 1, 2, 3 and 4, as shown on this plat are hereby vacated and reconfigured as THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON;

that to the best of my belief and knowledge, the dimensions of the land, building, common elements, and individual airspace units of the The Glenwood Condominium Addition To The Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, P.C. under my direction during August, 2021 and from architectural plans prepared by Northworks Architects of Jackson, WY;

that the foregoing subdivision is SUBJECT TO easements, rights-of-way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record, including, but not limited to, those specifically cited in the Certificate of Owner on this plat;

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under permits for wells associated with the Town of Jackson water supply system, located on other properties; those ground water rights will be retained.



Matthew P. Gotham
Wyoming Professional Land Surveyor No. 13002

The foregoing instrument was acknowledged before me by Matthew P. Gotham this ____ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

SHEET INDEX

SHEET	TITLE
1	CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
2	OVERVIEW, NOTES, & VICINITY MAP
3	1ST FLOOR LEVEL PLAN VIEW, NOTES
4	1ST FLOOR LEVEL PLAN VIEW, NOTES
5	2ND FLOOR LEVEL PLAN VIEW, NOTES
6	3RD FLOOR LEVEL PLAN VIEW, NOTES
7	ROOF FLOOR LEVEL PLAN VIEW, NOTES
8–22	SECTIONS A–AC (29 SECTIONS TOTAL)

NOTES

This subdivision is connected to the Town of Jackson water distribution system, sewage collection and treatment systems as defined in the Development Agreement cited in the Certificate of Owner.

The units of the foregoing subdivision are protected by an approved interior fire sprinkler system.

Under current Town of Jackson regulations, and the approved final development agreement, no further subdivision of the lands or units of this subdivision is allowed.

The following statement is included on this plat in accordance with Wyoming statute: "The surface estate of the land to be subdivided is subject to full and effective development of the mineral estate."

Elevations shown within this plat are referenced to the NGVD 1929 datum.

No public maintenance of sewage collection, water distribution, or stormwater collection & treatment systems

No public maintenance of parking, roads or drives

No public maintenance of sidewalks and ramps

No fault line exists on the subject property

WATER RIGHTS NOTES

GROUND WATER
Ground water rights for municipal water supply are appurtenant to the lands of this subdivision under wells owned by the The Town of Jackson; the wells are located on other properties; those ground water rights will be retained.

Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river for persons living on the banks of a stream or river.

Seller does not warrant to purchaser that the purchaser shall have any rights to the natural flow of any stream or river within or adjacent to the proposed subdivision.

APPLICANT & OWNER: SURVEYOR & ENGINEER:

Glenwood JH, Inc
4011 80th Street
Kenosha, WI 53142

Jorgensen Associates, P.C.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307–733–5150

ARCHITECT:

Northworks Architects
185 E Hansen Avenue
Jackson, Wyoming 83001
307–201–5324

CERTIFICATE OF MORTGAGEE

CONSENT OF MORTGAGEE, BANK OF JACKSON HOLE, BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.

CONSENT OF MORTGAGEE, STRONGHURST, LLC, BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.

CONSENT OF MORTGAGEE, ROSEVILLE VENTURES II, LLC, BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.

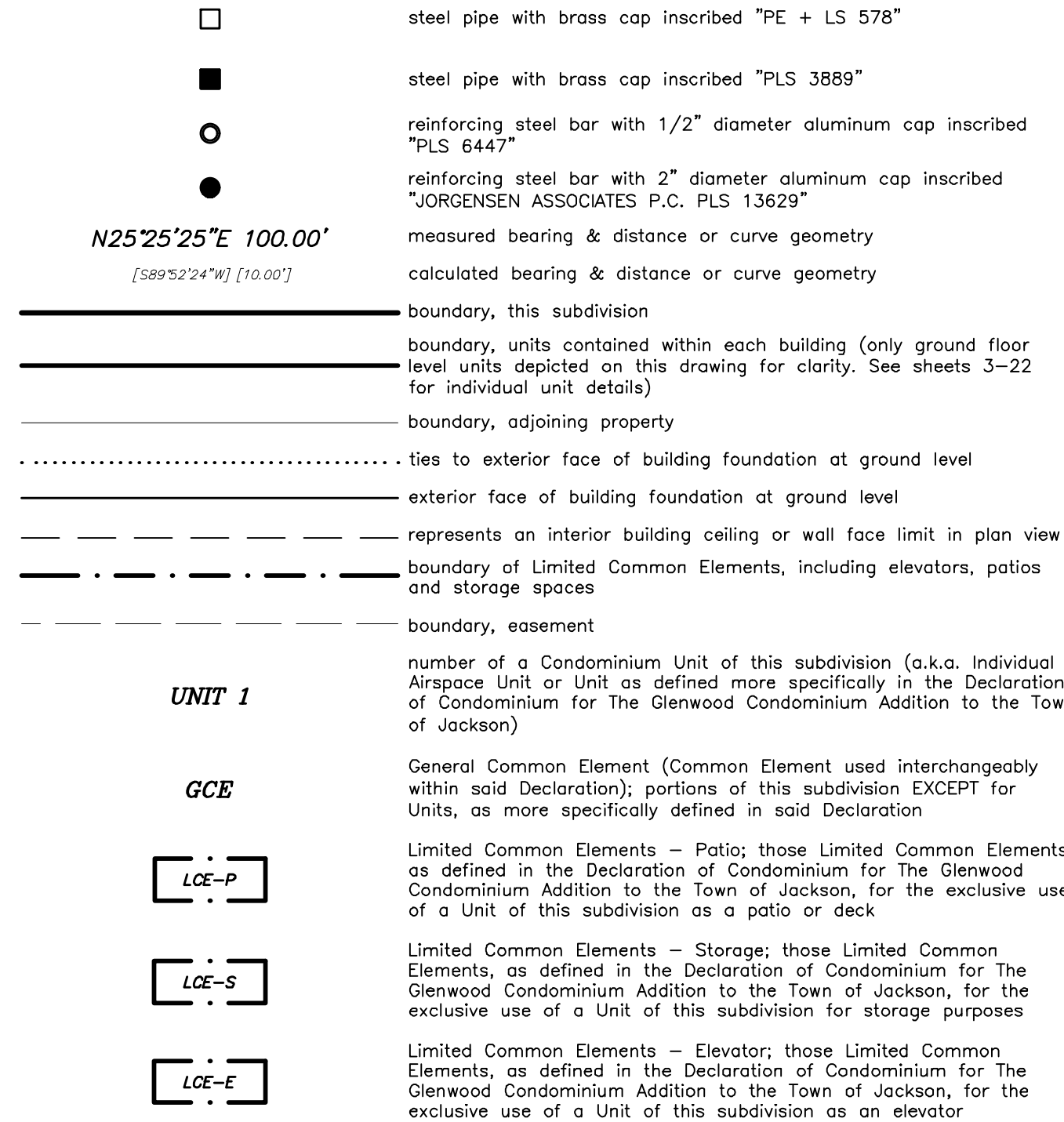
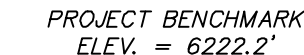


THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1–4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

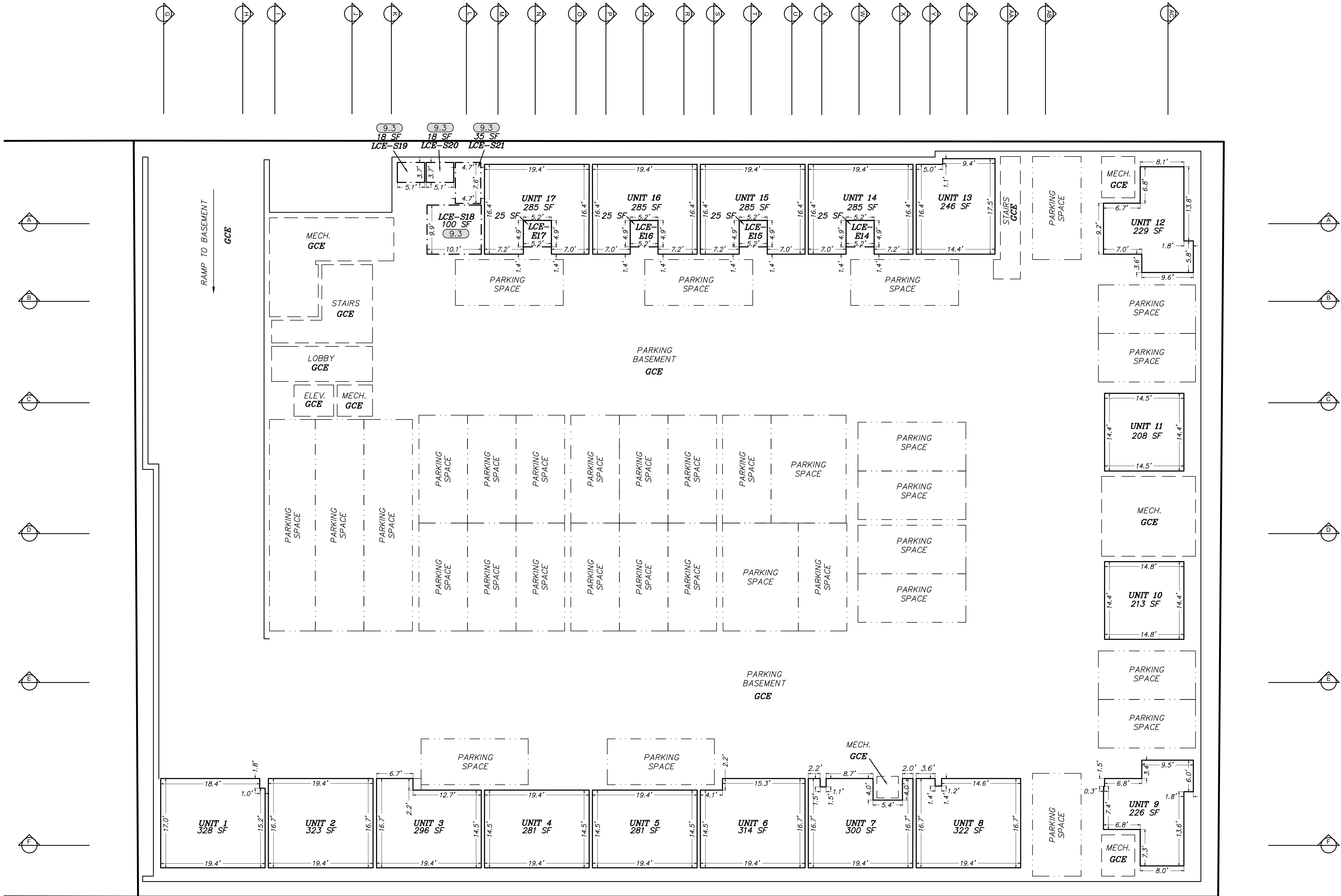
Sheet 1 of 22
CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES

PREPARED BY: RF LAST REVISED: 10/11/2021
MAP PREPARED: 08/27/2021 PROJECT NUMBER: 18105



LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Printed by FileMaker on Oct 11, 2021 3:59pm
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LEGEND

UNIT 1

- Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson)
- Condominium Unit perimeter wall being the boundary of an individual airspace that makes up part, or all of a Condominium Unit (individual airspace unit or unit)
- Represents an interior building ceiling or wall face limit in plan view
- Represents an interior building ceiling or wall face limit in section view
- Exterior face of siding
- Boundary of Limited Common Elements, including patios, elevators and storage spaces
- General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration
- Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck
- Limited Common Elements - Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes
- Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator
- Represents the extents of individual parking spaces located in the basement
- Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights
- Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

- PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
- MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
- PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.
- BASE ELEVATION = 6222.2' FOR IPBC INSCRIBED "PLS 3831" AT THE SOUTH EASTERN CORNER OF BLOCK 1, AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFERENCE NGVD 29 VERTICAL DATUM.
- FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
- ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
- INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.
- UNIT AREAS SHOWN REPRESENT THE AREA AT THE SPECIFIED BUILDING FLOOR LEVEL ONLY. REFER TO THE UNIT AREA TABULATION ON SHEET 1 FOR TOTAL UNIT AREAS.



SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

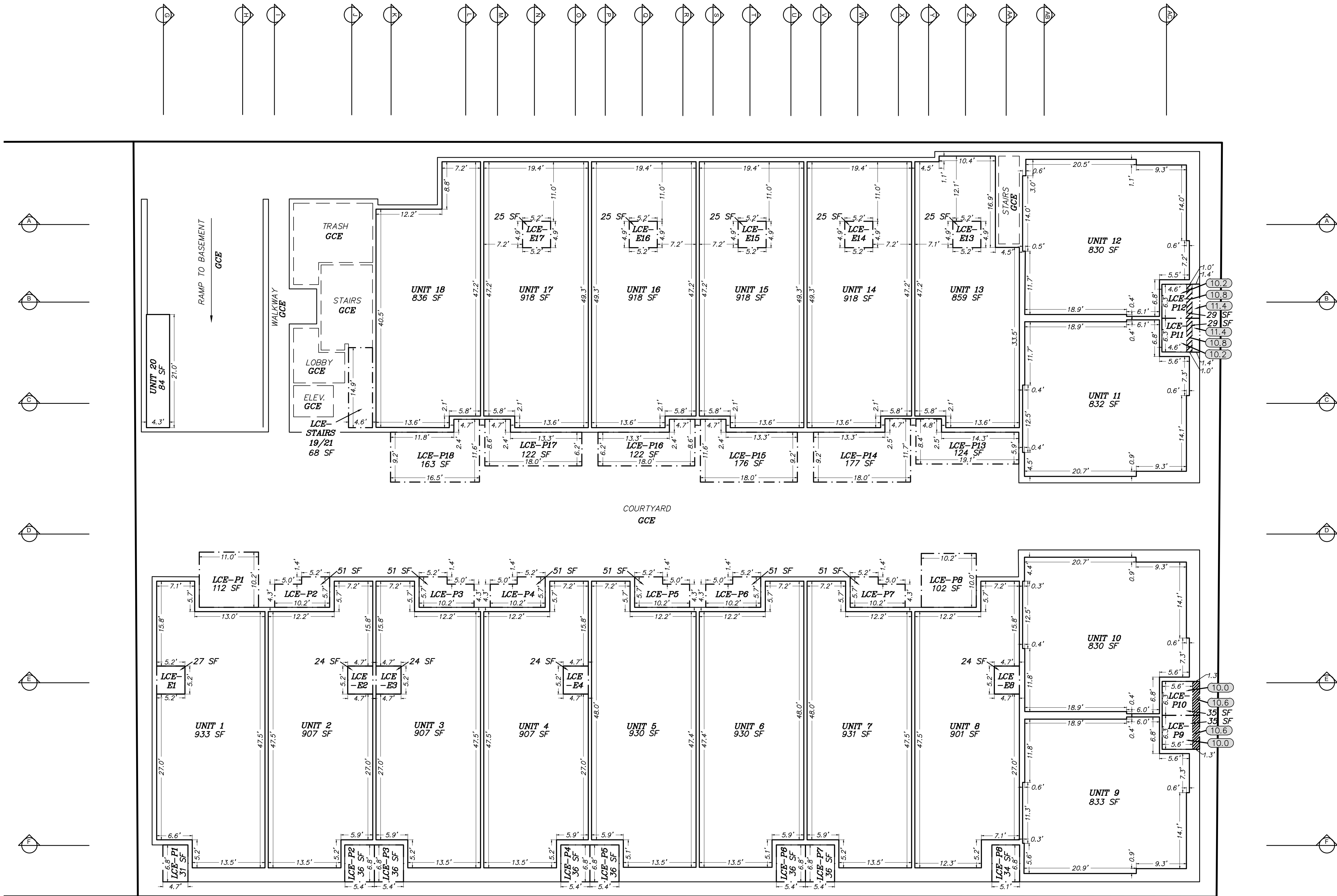
BASEMENT LEVEL PLAN VIEW

THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON, PLAT NO. 100

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 3 of 22

Printed by Jorgensen on Oct 11, 2021 3:59pm
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UNIT 1

- Condominium Unit perimeter wall being the boundary of an individual airspace that makes up part, or all of a Condominium Unit (individual airspace unit or unit)
- Represents an interior building ceiling or wall face limit in plan view
- Represents an interior building ceiling or wall face limit in section view
- Exterior face of siding
- Boundary of Limited Common Elements, including patios, elevators and storage spaces

GCE

LCE-P

LCE-S

LCE-E

PARKING SPACE

(14.3)

(13.2)

LEGEND

Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson)

Condominium Unit perimeter wall being the boundary of an individual airspace that makes up part, or all of a Condominium Unit (individual airspace unit or unit)

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Represents an interior building ceiling or wall face limit in section view

Exterior face of siding

Boundary of Limited Common Elements, including patios, elevators and storage spaces

General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration

Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck

Limited Common Elements - Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes

Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator

Represents the extents of individual parking spaces located in the basement

Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

- PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
- MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
- PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.
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- INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.
- UNIT AREAS SHOWN REPRESENT THE AREA AT THE SPECIFIED BUILDING FLOOR LEVEL ONLY. REFER TO THE UNIT AREA TABULATION ON SHEET 1 FOR TOTAL UNIT AREAS.



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FIRST FLOOR LEVEL PLAN VIEW

**THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100**

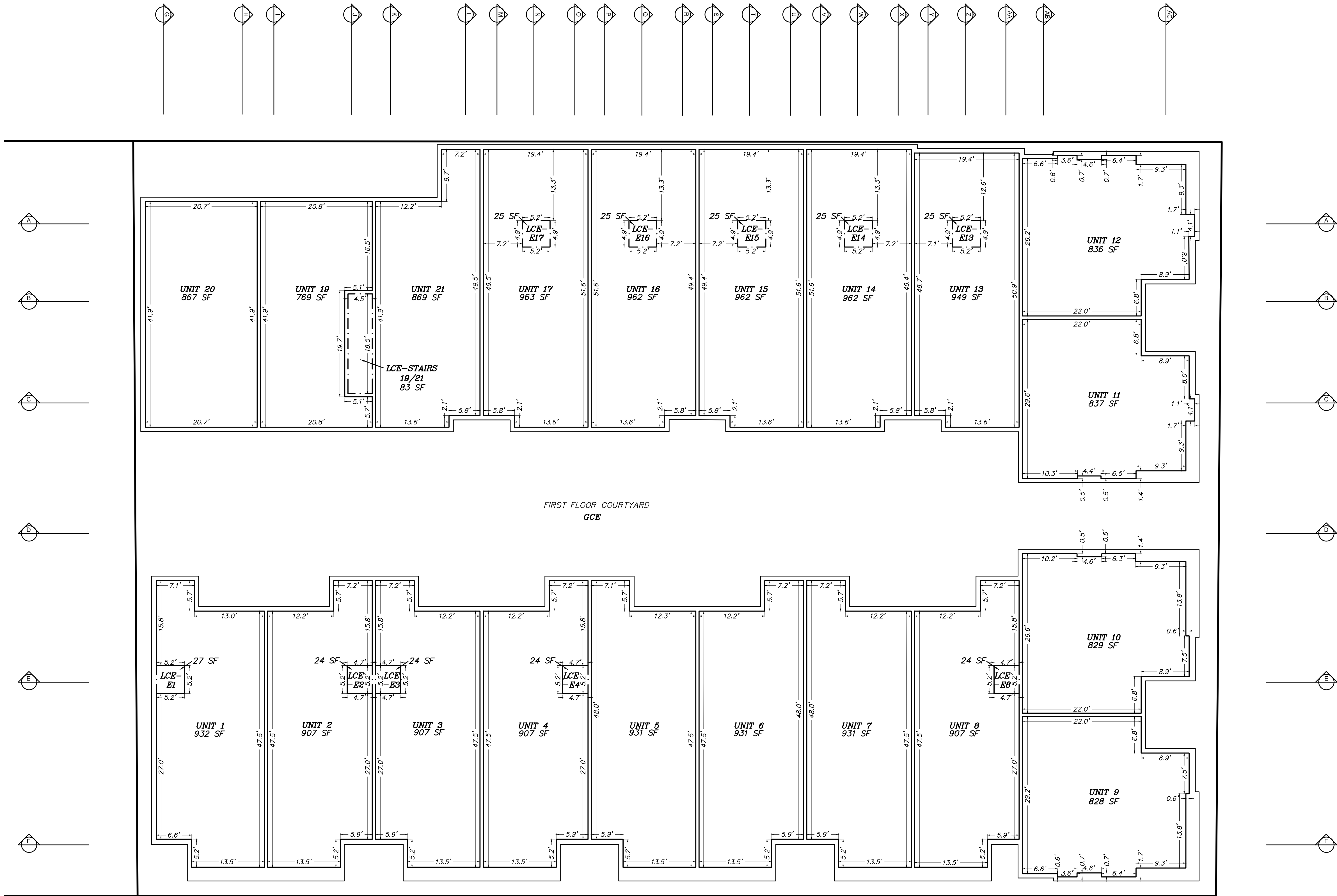
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 4 of 22



LAST REVISED: 10/11/2022
PREPARED BY: RF
MAP PREPARED: 09/10/2021
PROJECT NUMBER: 18105

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LEGEND

- UNIT 1**
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- Exterior face of siding
- Boundary of Limited Common Elements, including patios, elevators and storage spaces
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- Limited Common Elements - Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes
- Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator
- Represents the extents of individual parking spaces located in the basement
- Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights
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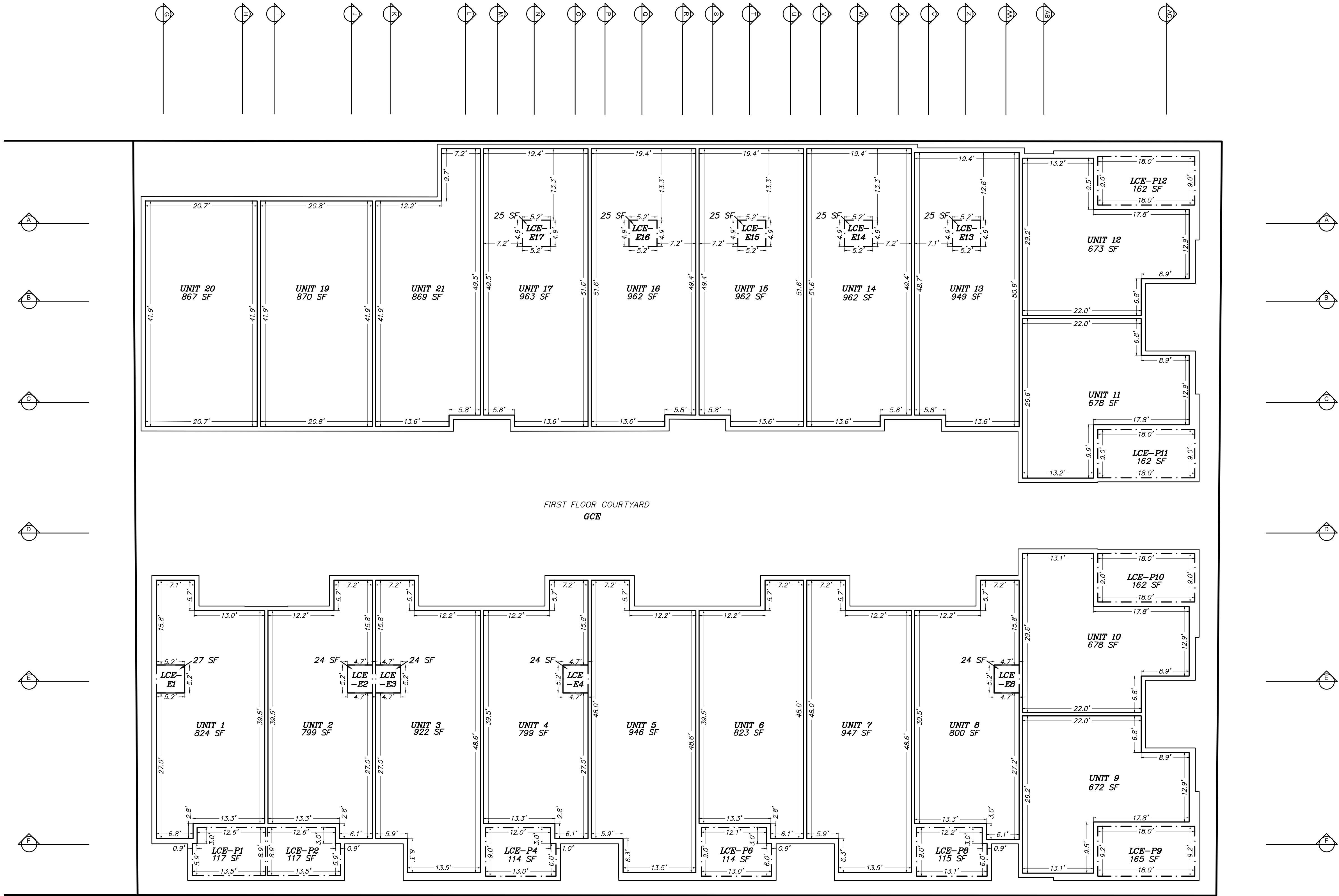
**SECOND FLOOR LEVEL
PLAN VIEW**

**THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 5 of 22

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LEGEND

UNIT 1

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Boundary of Limited Common Elements, including patios, elevators and storage spaces

GCE

LCE-P

Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck

LCE-S

Limited Common Elements - Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes

LCE-E

Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator

PARKING SPACE

Represents the extents of individual parking spaces located in the basement

(14.3)

Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

(13.2)

Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

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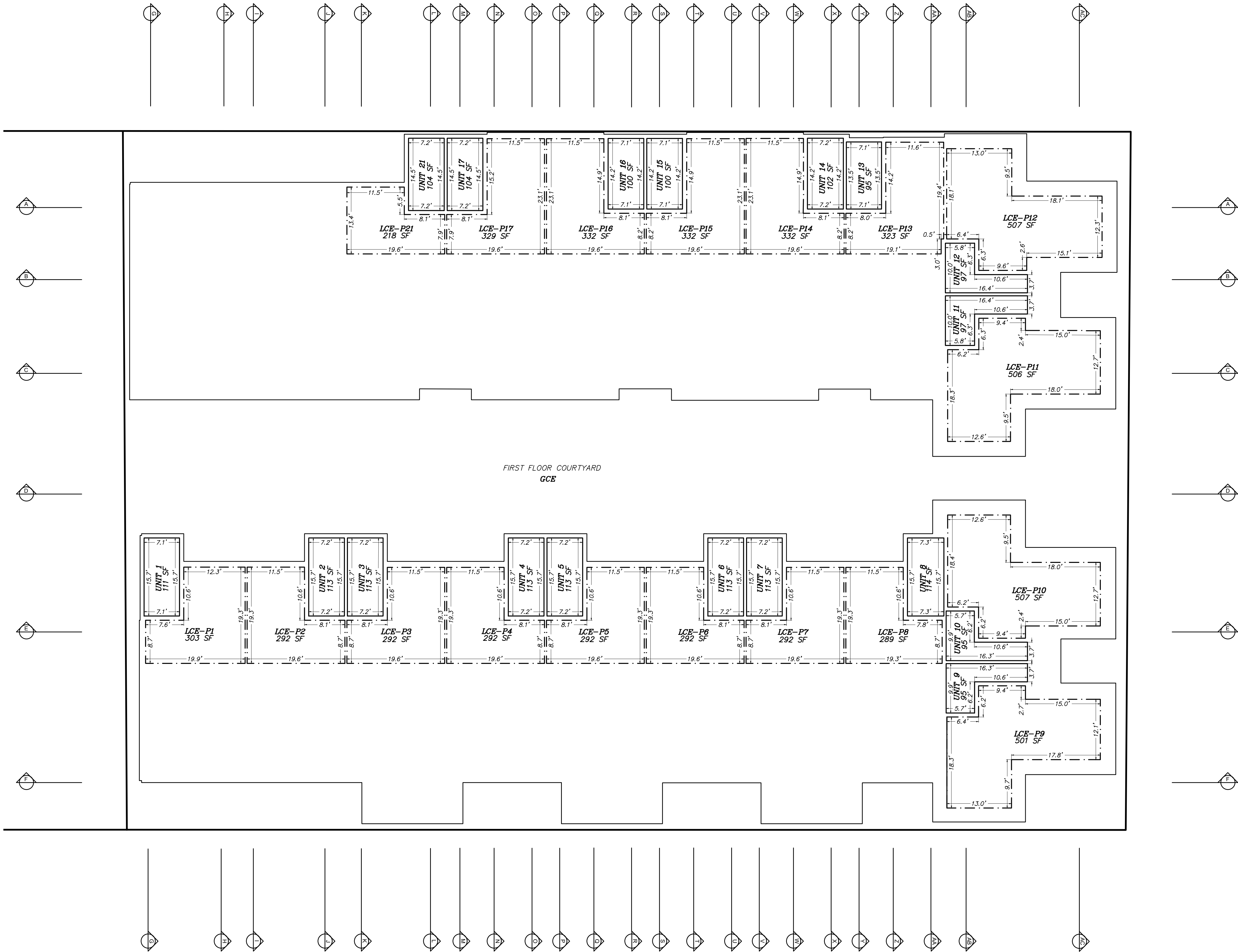
**THIRD FLOOR LEVEL
PLAN VIEW**

**THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 6 of 22

Printed by Planning on Oct 11, 2021, 3:59pm
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LEGEND

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- GCE**
- LCE-P**
- General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration
- LCE-S**
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- LCE-E**
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- PARKING SPACE**
- Represents the extents of individual parking spaces located in the basement
- (14.3)**
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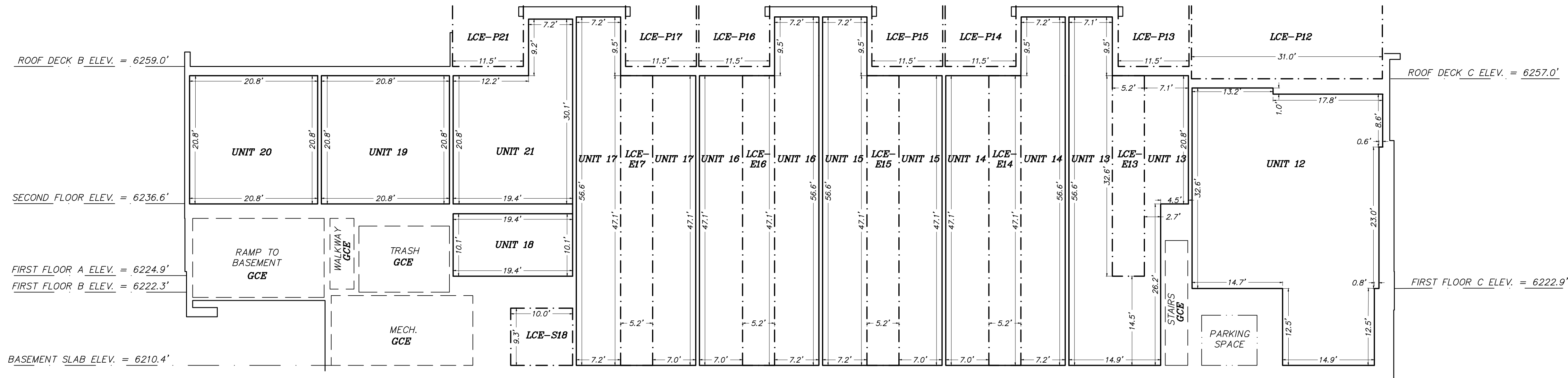
SCALE: 1 INCH = 10 FEET
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ROOF LEVEL
PLAN VIEW

**THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 7 of 22



LEGEND

UNIT 1

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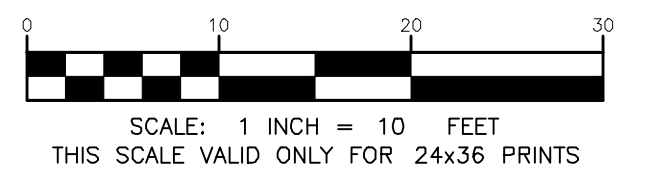
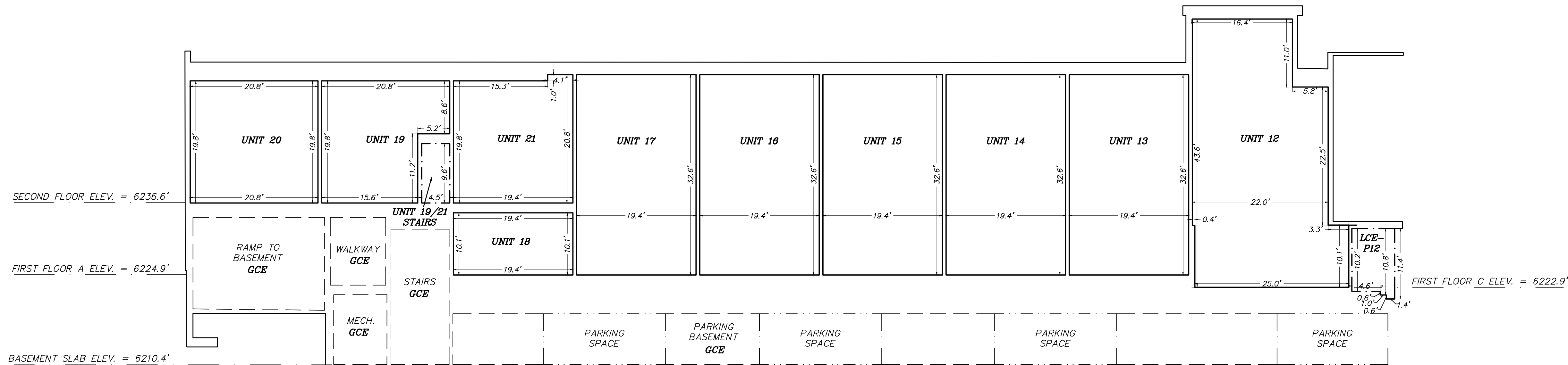
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SECTION A

1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
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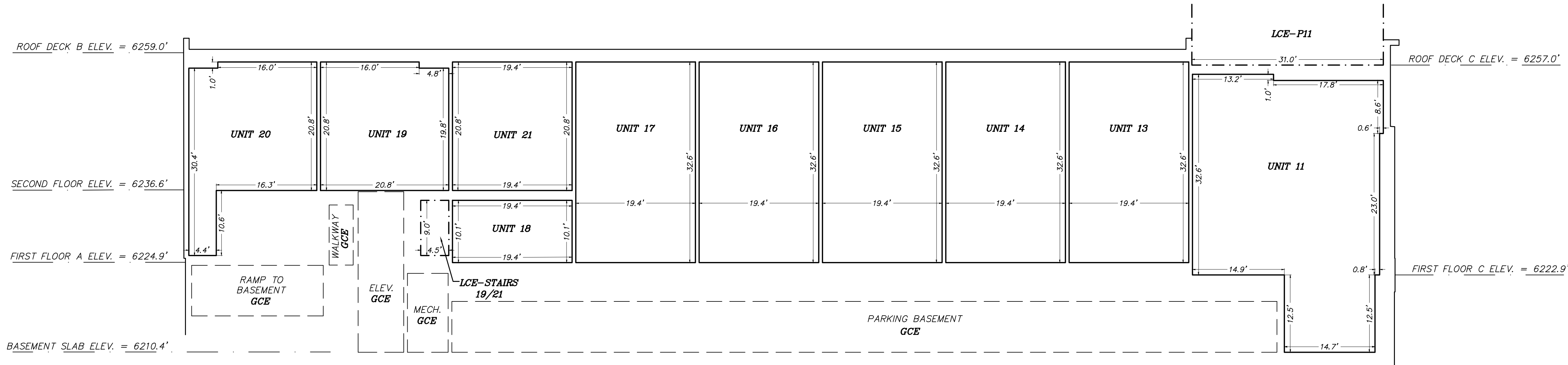


SECTIONS A & B

**THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 8 of 22



LEGEND

UNIT 1

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Boundary of Limited Common Elements, including patios, elevators and storage spaces

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PARKING SPACE

Represents the extents of individual parking spaces located in the basement

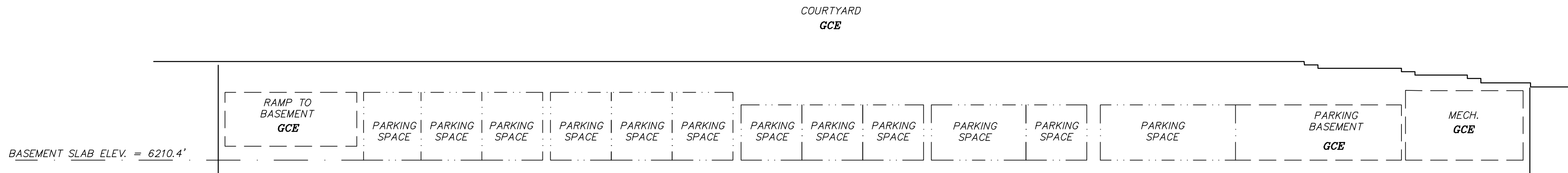
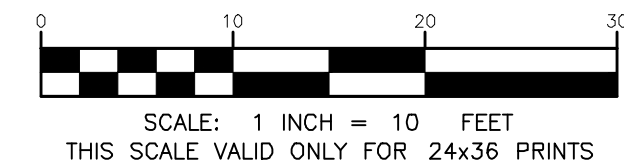
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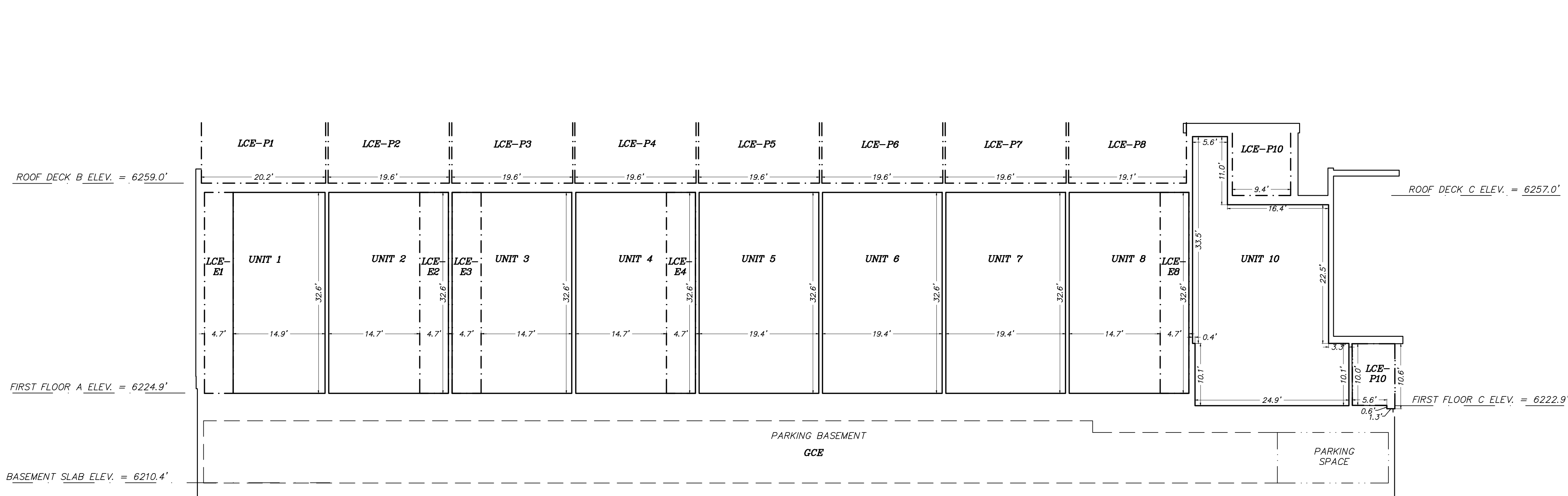
SECTIONS C & D

**THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100**

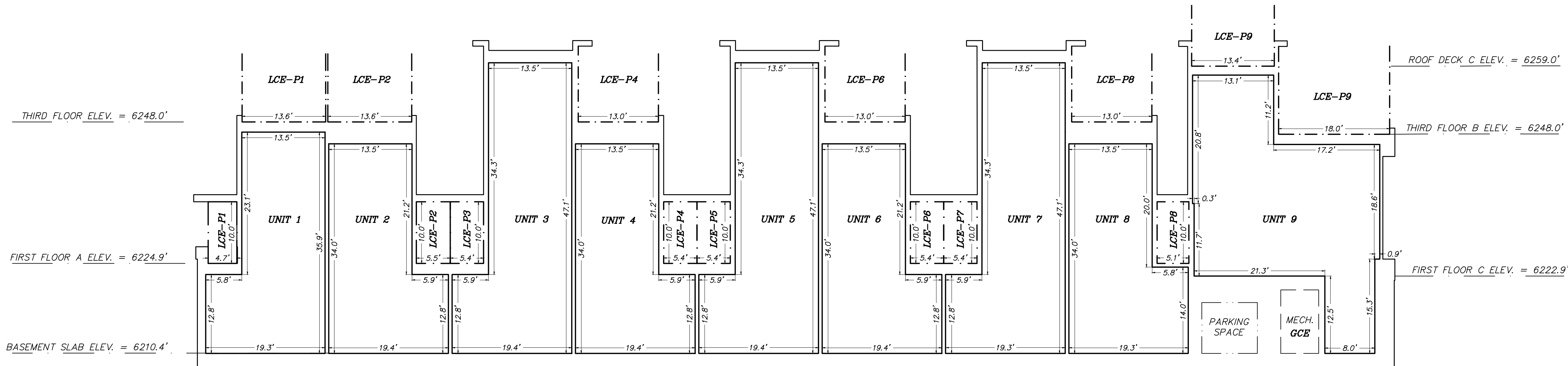
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 9 of 22

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SECTION E

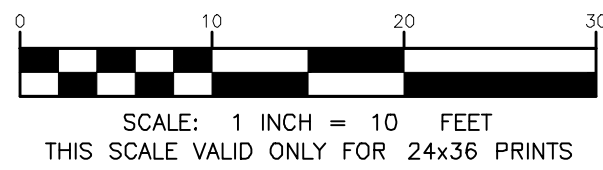


SECTION F

LEGEND

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- Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson)
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- Represents an interior building ceiling or wall face limit in plan view
- Represents an interior building ceiling or wall face limit in section view
- Exterior face of siding
- Boundary of Limited Common Elements, including patios, elevators and storage spaces
- GCE**
- General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration
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- Limited Common Elements - Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes
- Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator
- Represents the extents of individual parking spaces located in the basement
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1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
2. MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
3. PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.
4. BASE ELEVATION = 6222.2' FOR IPBC INSCRIBED "PLS 3831" AT THE SOUTH EASTERN CORNER OF BLOCK 1, AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFERENCE NVD 29 VERTICAL DATUM.
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7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.
8. UNIT AREAS SHOWN REPRESENT THE AREA AT THE SPECIFIED BUILDING FLOOR LEVEL ONLY. REFER TO THE UNIT AREA TABULATION ON SHEET 1 FOR TOTAL UNIT AREAS.

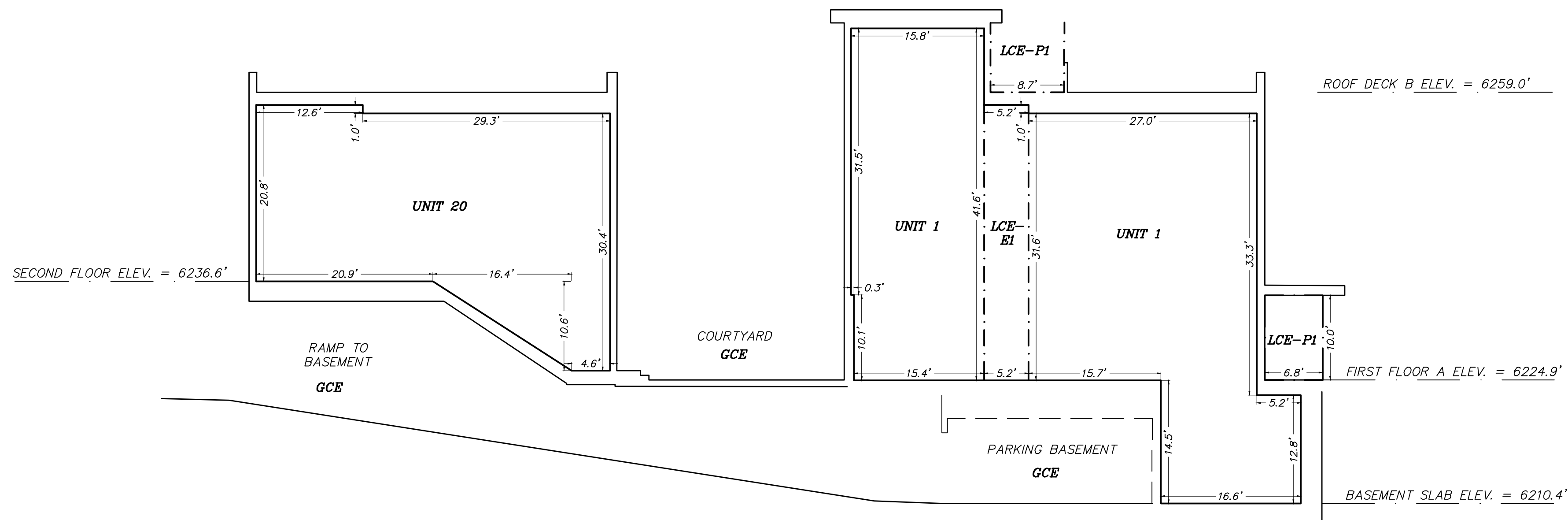


SECTIONS E & F

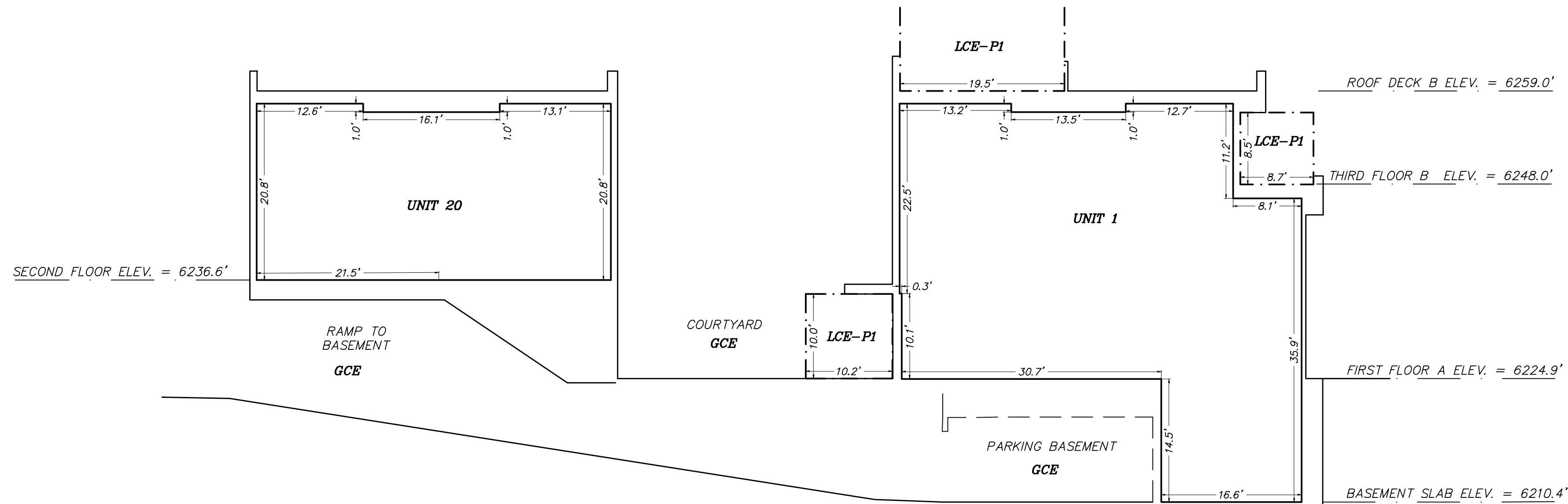
THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 10 Of 22



SECTION G

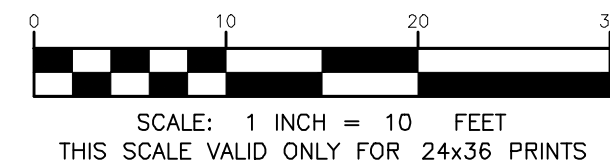


SECTION H

LEGEND

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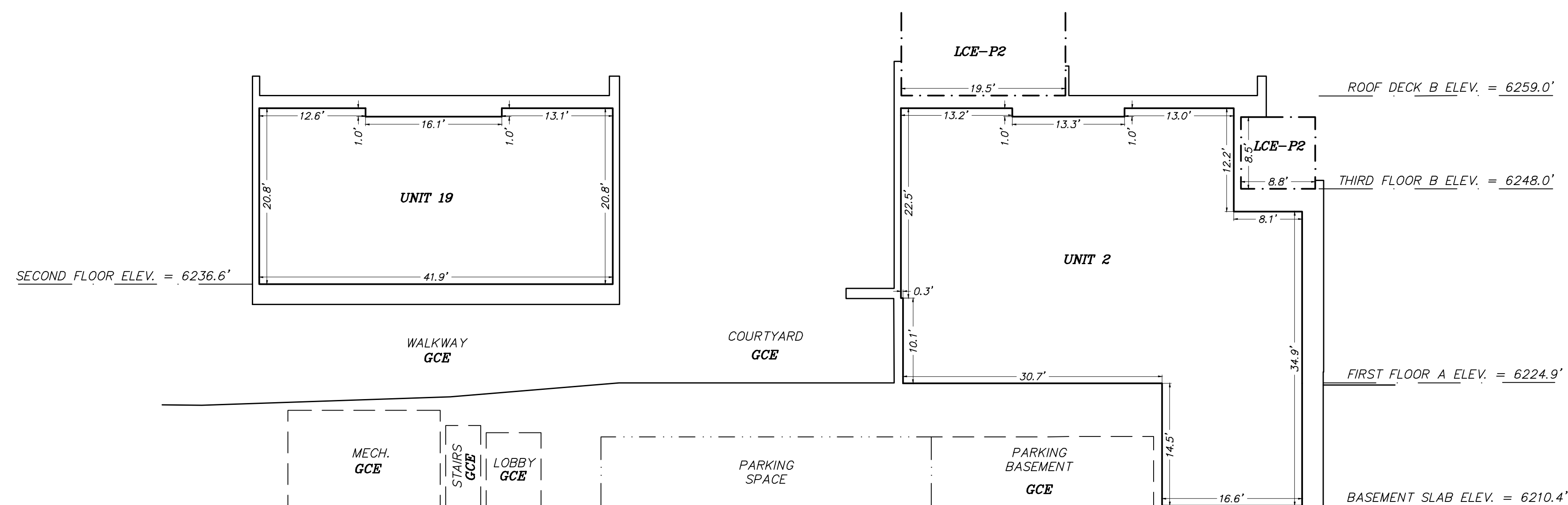


SECTIONS G & H

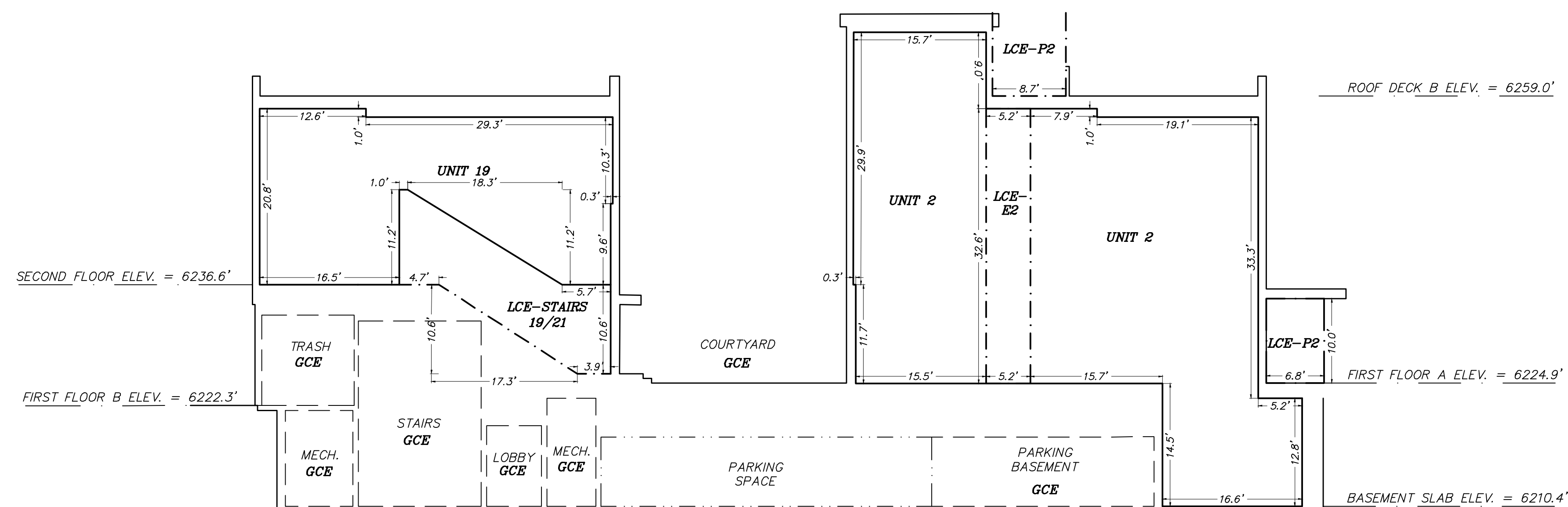
THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 11 Of 22



SECTION I



SECTION J

LEGEND

UNIT 1

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— Exterior face of siding

— *Boundary of Limited Common Elements, including patios, elevators and storage spaces*

GCE

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SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

SECTIONS I & J

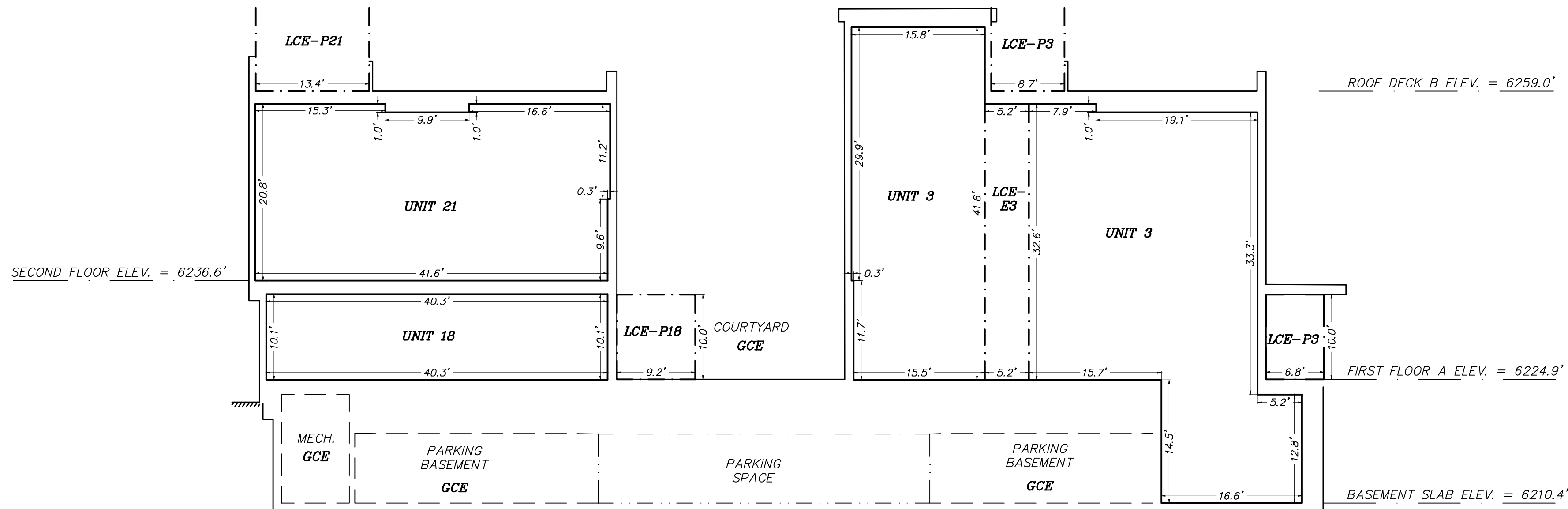
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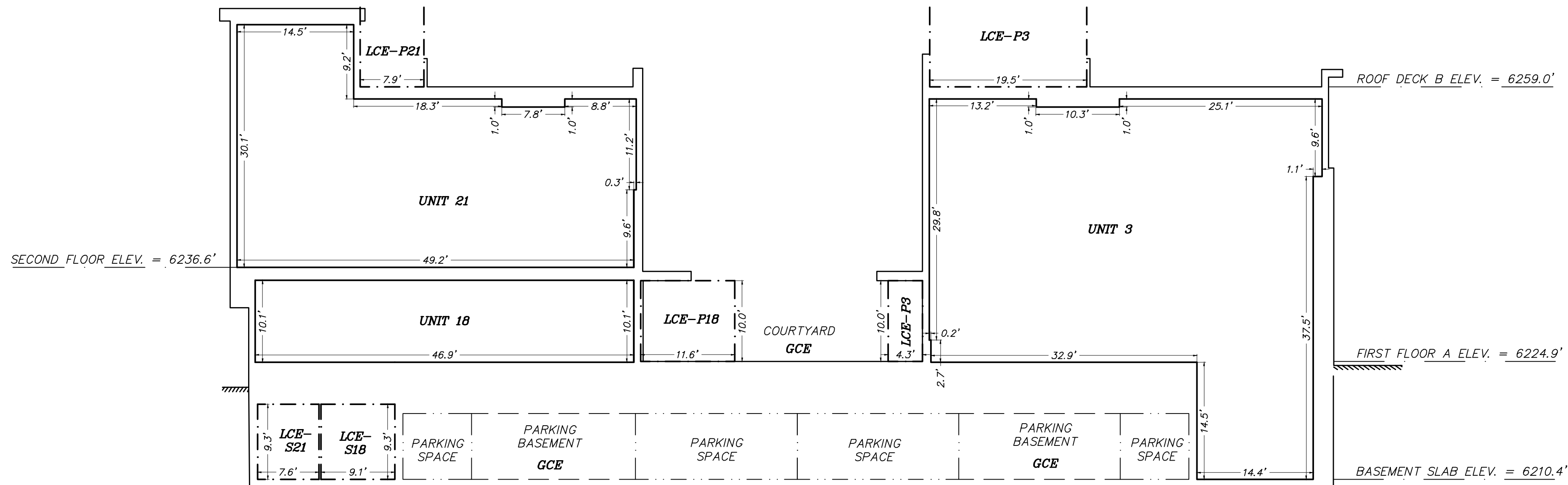
Sheet 12 Of 22

PREPARED BY: RE LAST REVISED: 10/11/202
MAP PREPARED: 09/10/2021 PROJECT NUMBER: 18105

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SECTION K



SECTION L

LEGEND

UNIT 1

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GCE

LCE-P

LCE-S

LCE-E

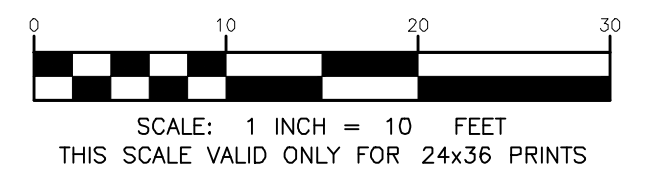
PARKING SPACE

(14.3)

(13.2)

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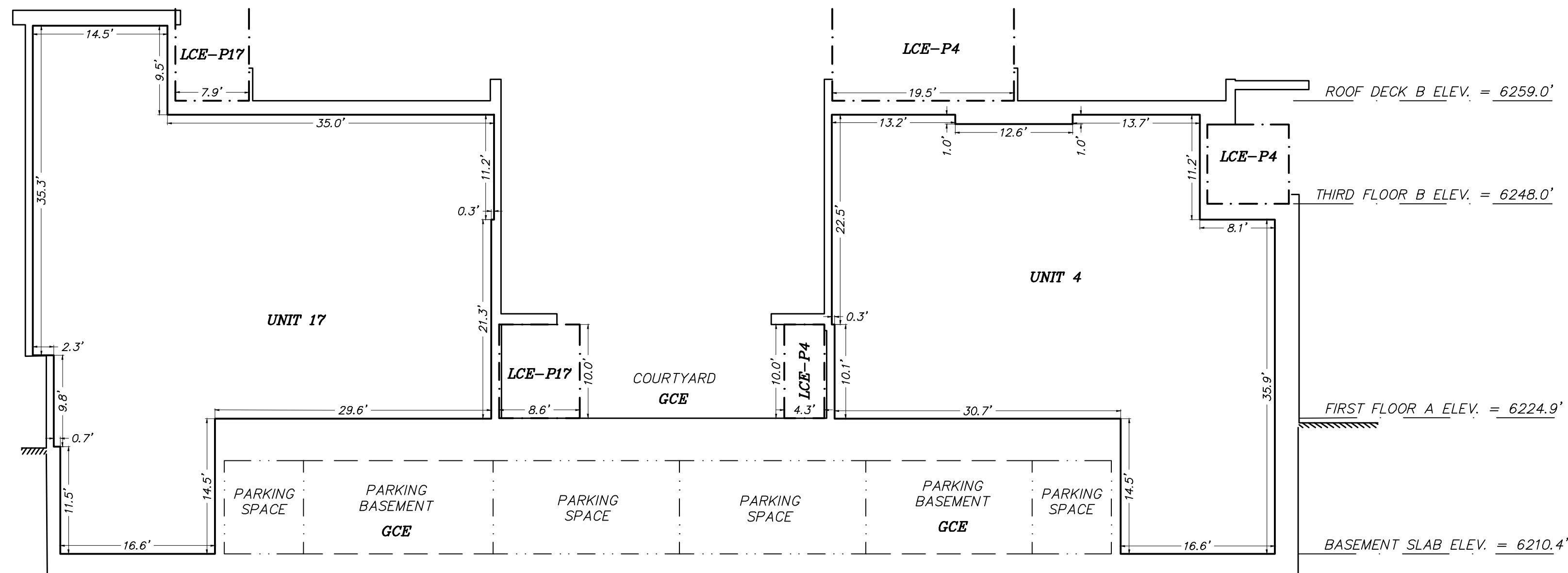


SECTIONS K & L

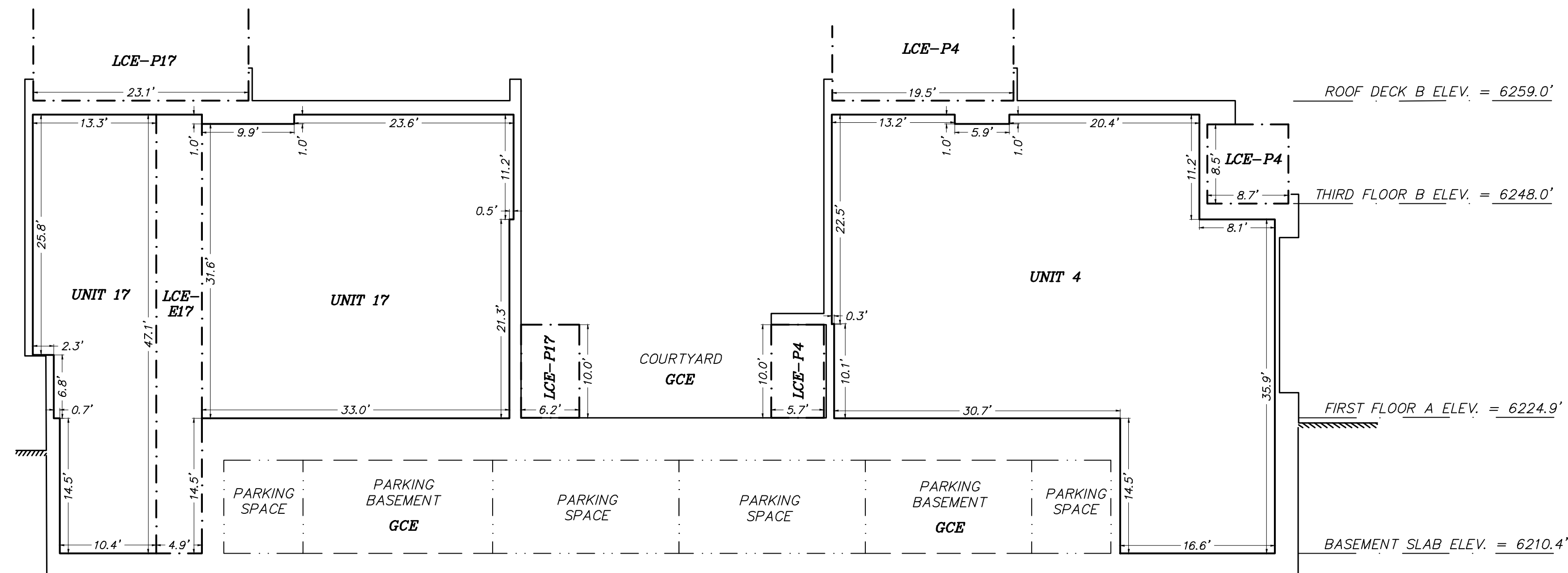
THE GLENWOOD CONDOMINIUM
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A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100

LOCATED IN THE
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T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 13 Of 22



SECTION M

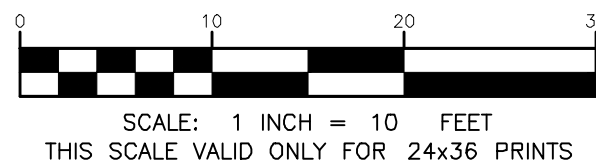


SECTION N

LEGEND

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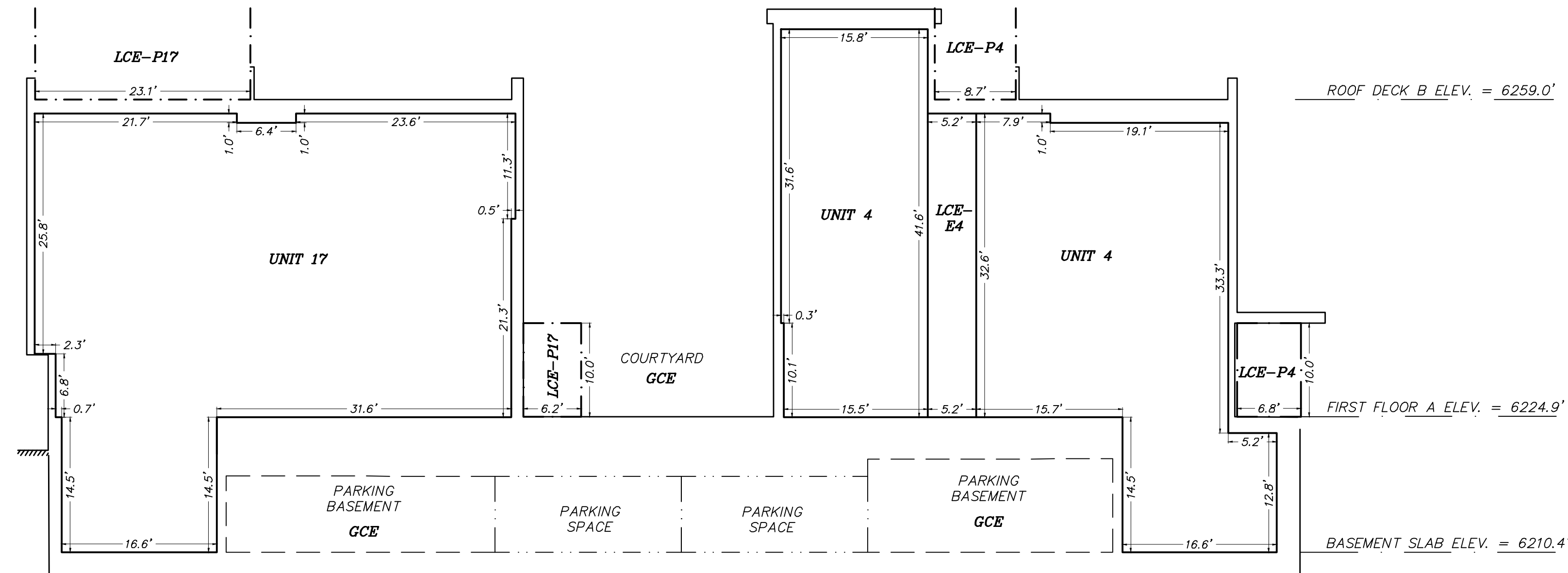
SECTIONS M & N

THE GLENWOOD CONDOMINIUM
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A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

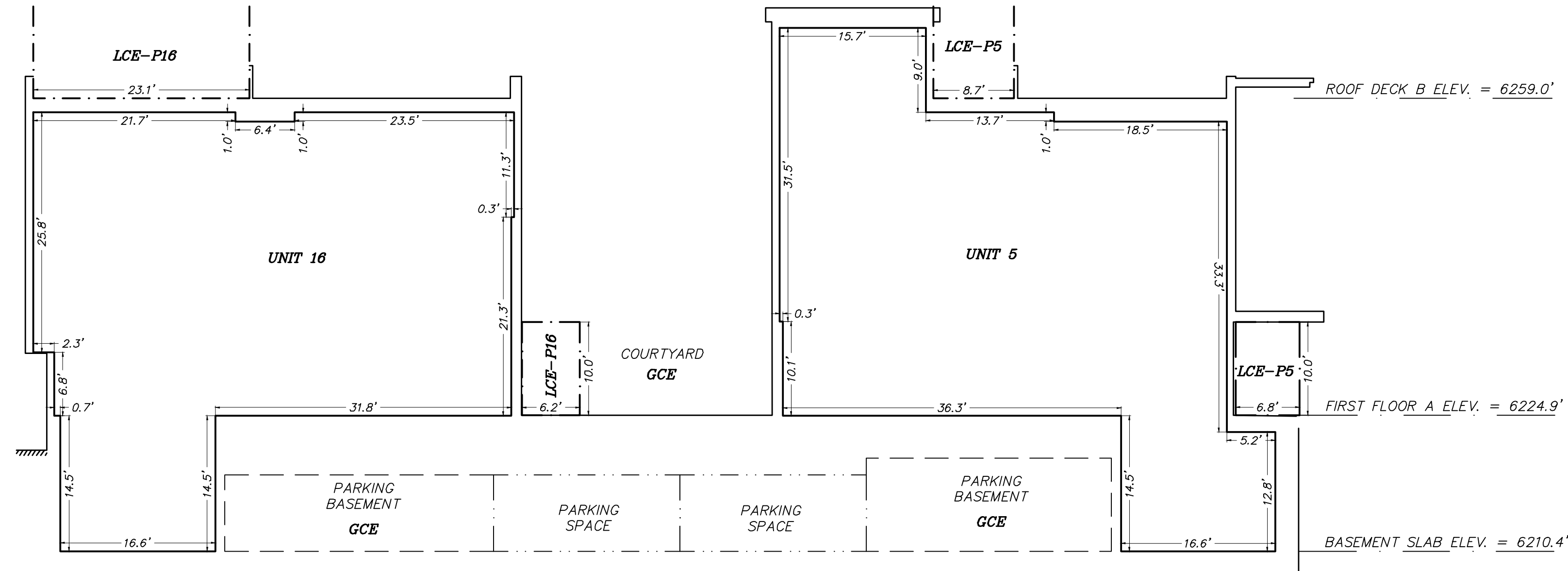
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Teton County, Wyoming

Sheet 14 Of 22

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SECTION O



SECTION P

LEGEND

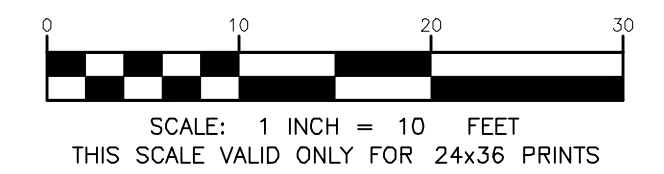
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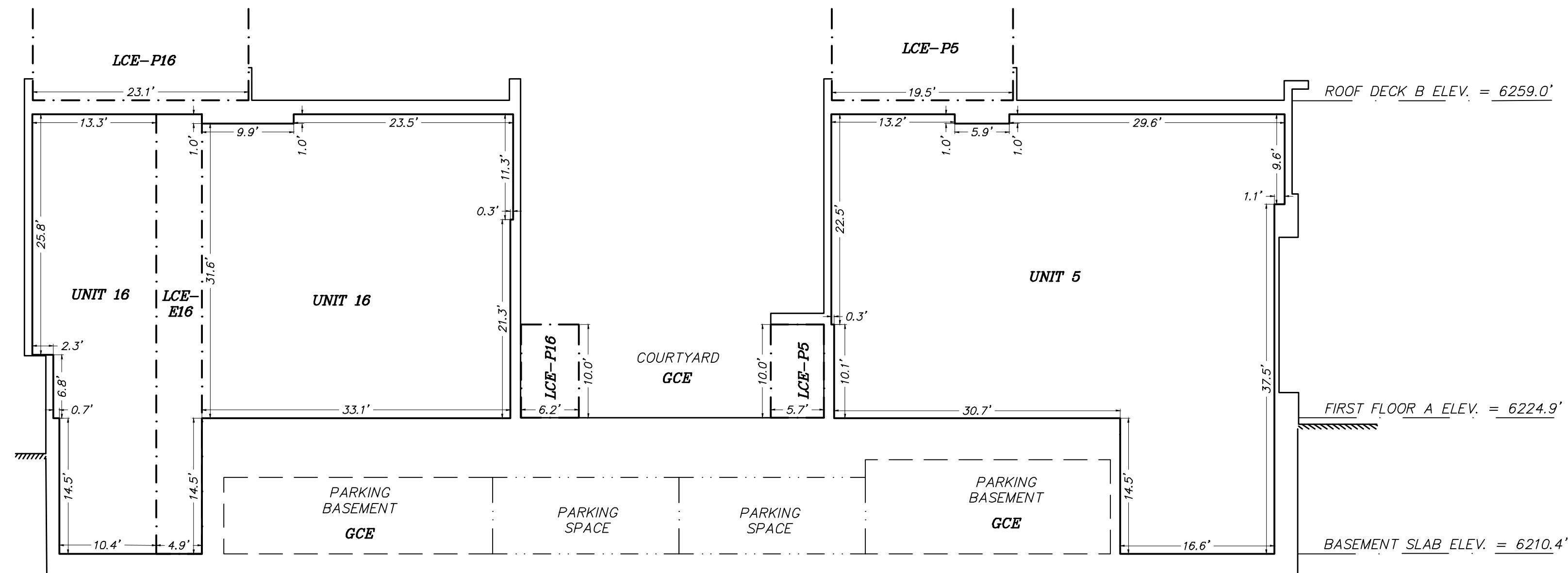
SECTIONS O & P

THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON, PLAT NO. 100

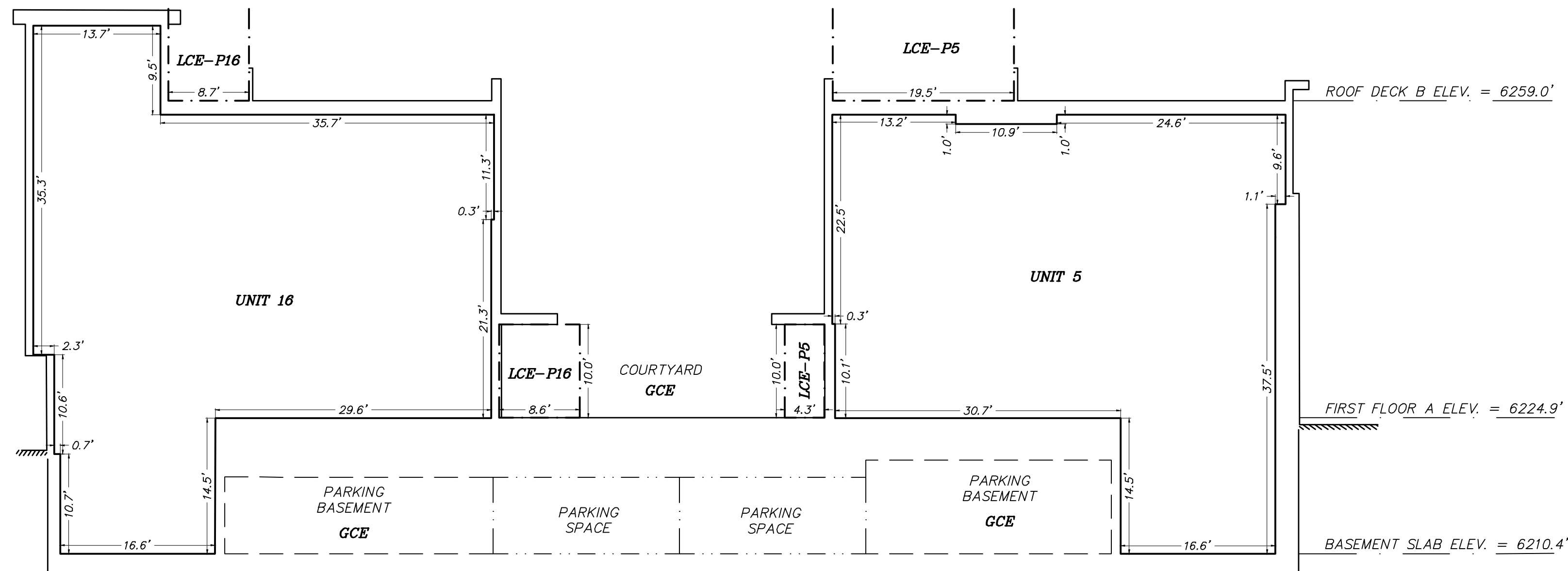
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

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SECTION Q

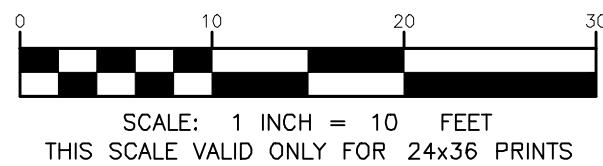


SECTION R

LEGEND

- UNIT 1**
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- Condominium Unit perimeter wall being the boundary of an individual airspace that makes up part, or all of a Condominium Unit (individual airspace unit or unit)
- Represents an interior building ceiling or wall face limit in plan view
- Represents an interior building ceiling or wall face limit in section view
- Exterior face of siding
- Boundary of Limited Common Elements, including patios, elevators and storage spaces
- GCE**
- General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration
- Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck
- Limited Common Elements - Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes
- Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator
- PARKING SPACE
- Represents the extents of individual parking spaces located in the basement
- (14.3)
- Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights
- (13.2)
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1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
2. MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
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4. BASE ELEVATION = 6222.2' FOR IPBC INSCRIBED "PLS 3831" AT THE SOUTH EASTERN CORNER OF BLOCK 1, AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFERENCE NVD 29 VERTICAL DATUM.
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6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.
8. UNIT AREAS SHOWN REPRESENT THE AREA AT THE SPECIFIED BUILDING FLOOR LEVEL ONLY. REFER TO THE UNIT AREA TABULATION ON SHEET 1 FOR TOTAL UNIT AREAS.



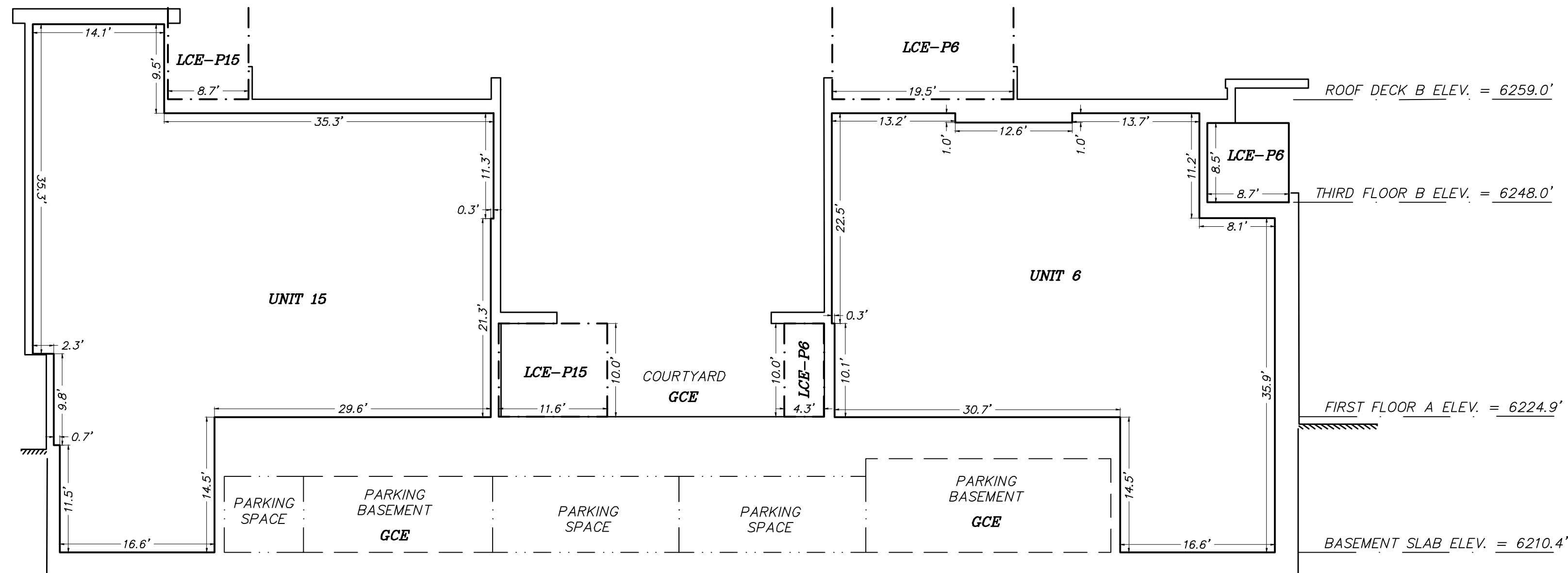
SECTIONS Q & R

THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100

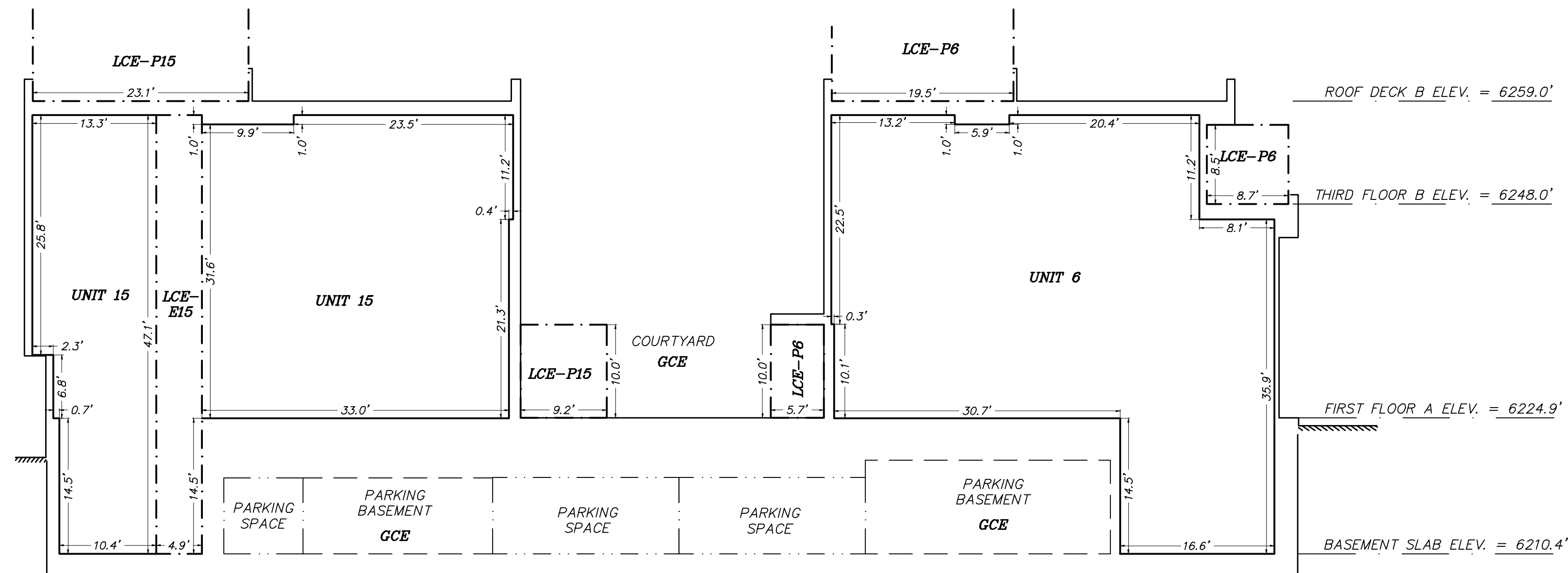
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T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

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SECTION S



SECTION T

LEGEND

UNIT 1

Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson)

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Exterior face of siding

Boundary of Limited Common Elements, including patios, elevators and storage spaces

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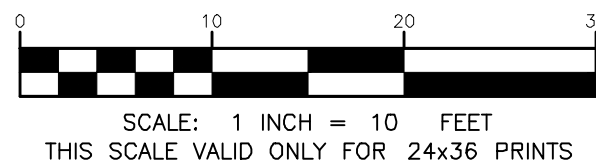
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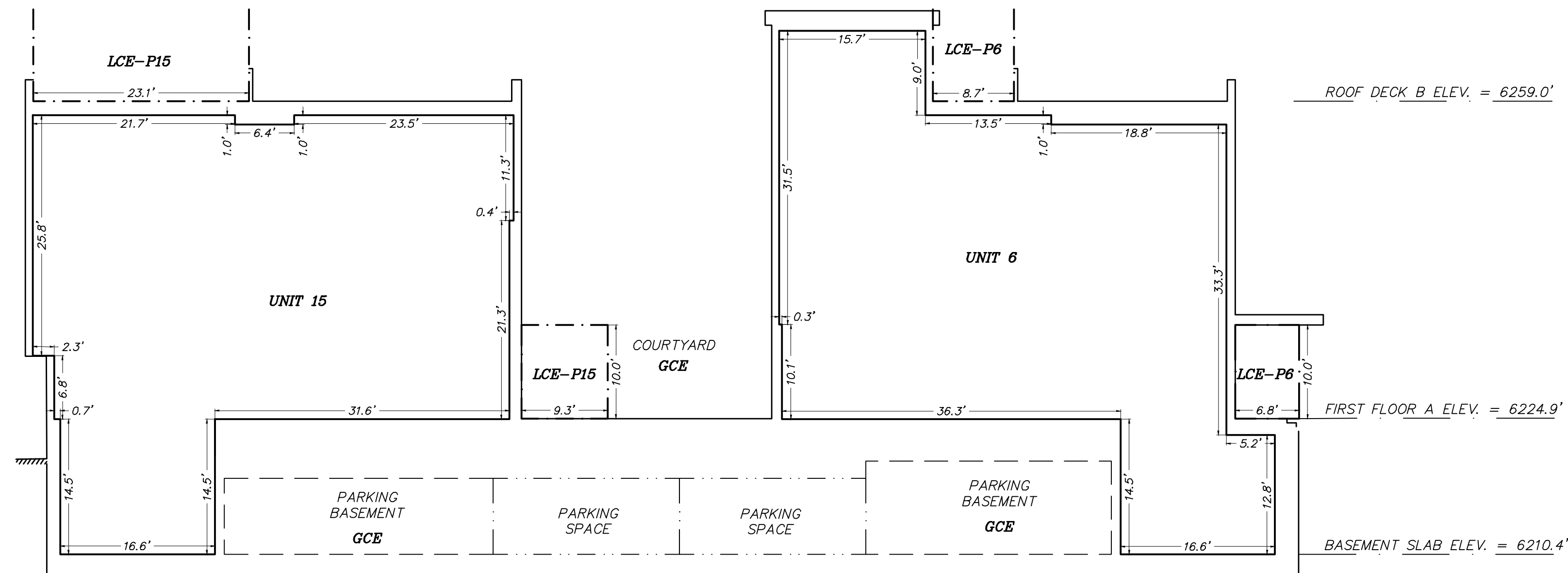
SECTIONS S & T

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A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100**

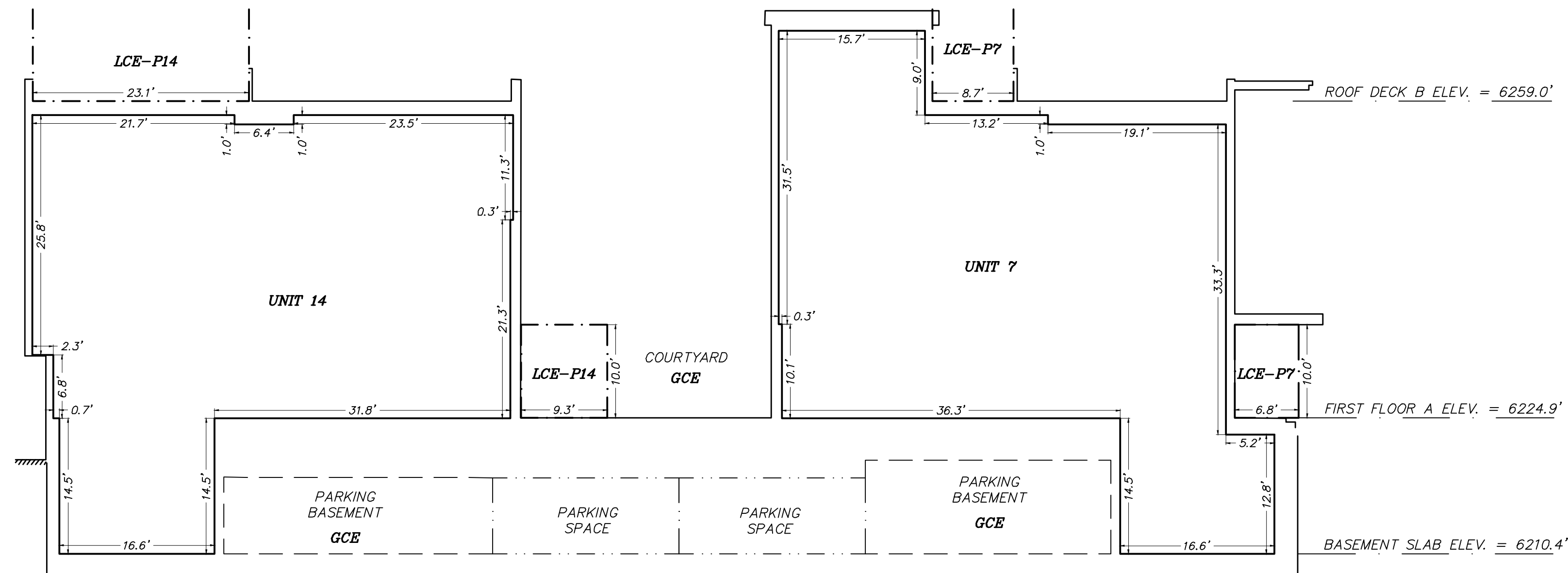
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SECTION U

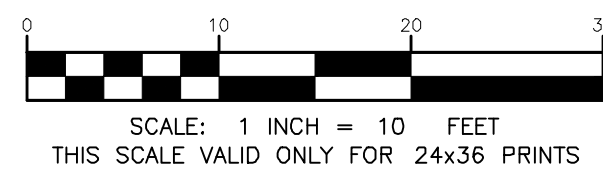


SECTION V

LEGEND

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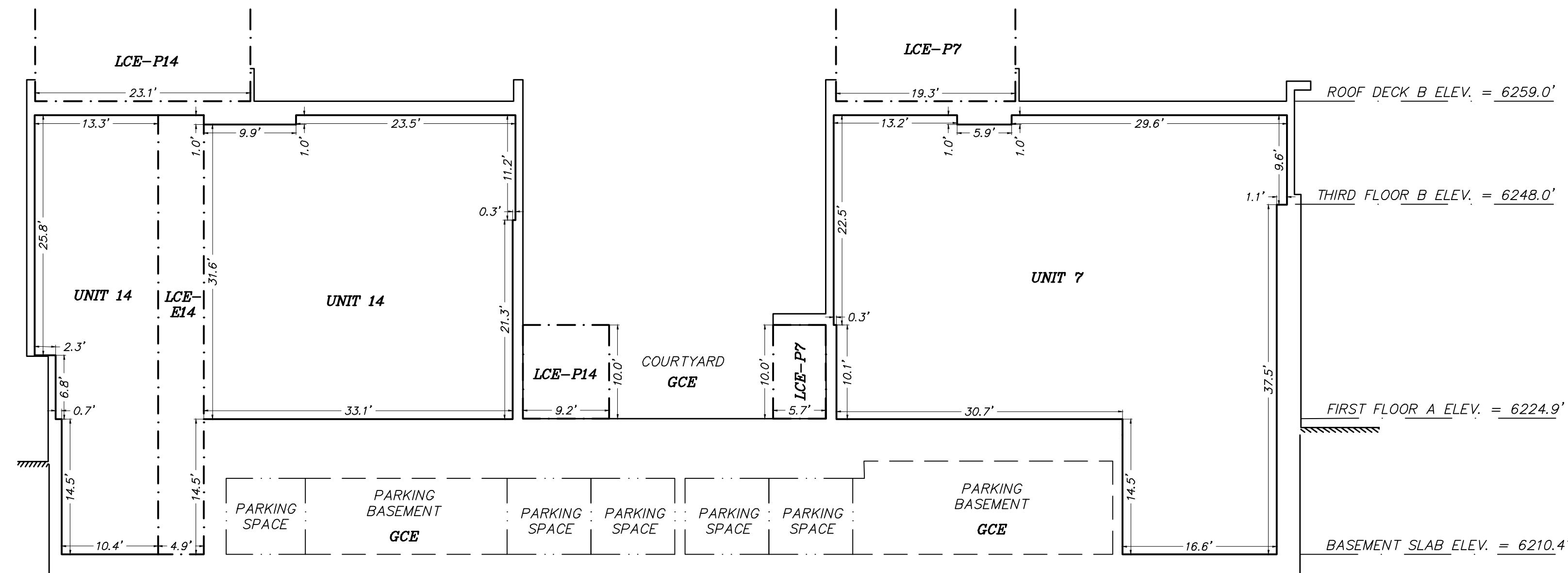
SECTIONS U & V

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A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100**

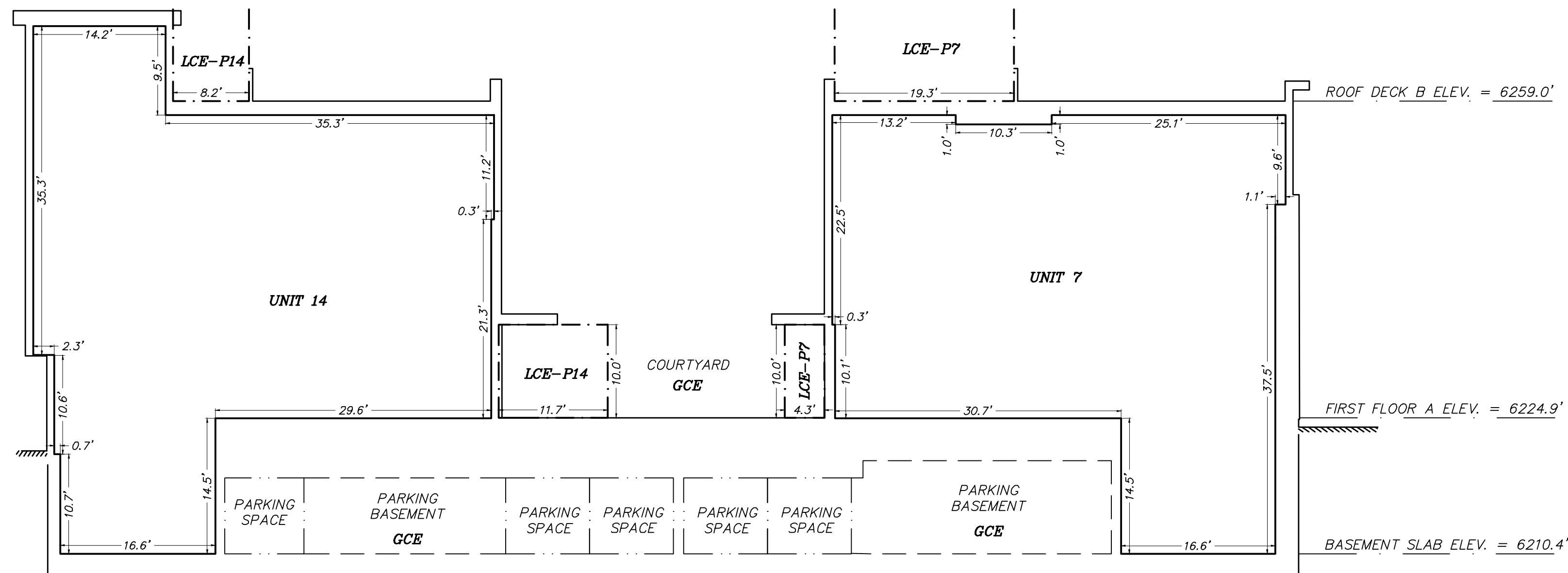
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SECTION W



SECTION X

LEGEND

UNIT 1

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PARKING SPACE

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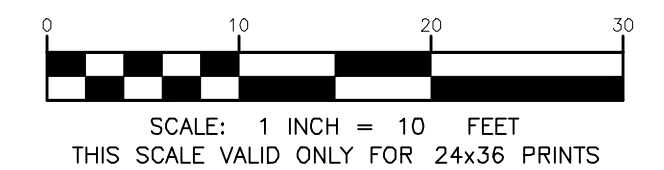
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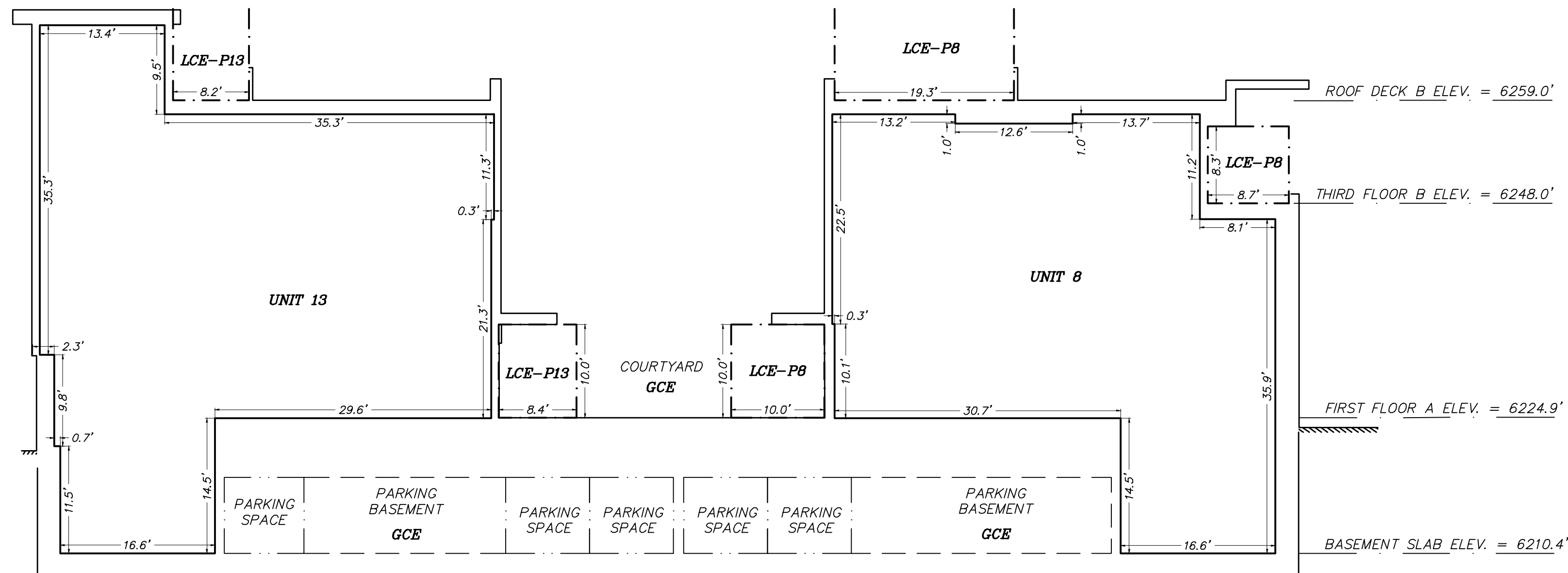
SECTIONS W & X

**THE GLENWOOD CONDOMINIUM
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A CONDOMINIUM SUBDIVISION IDENTICAL
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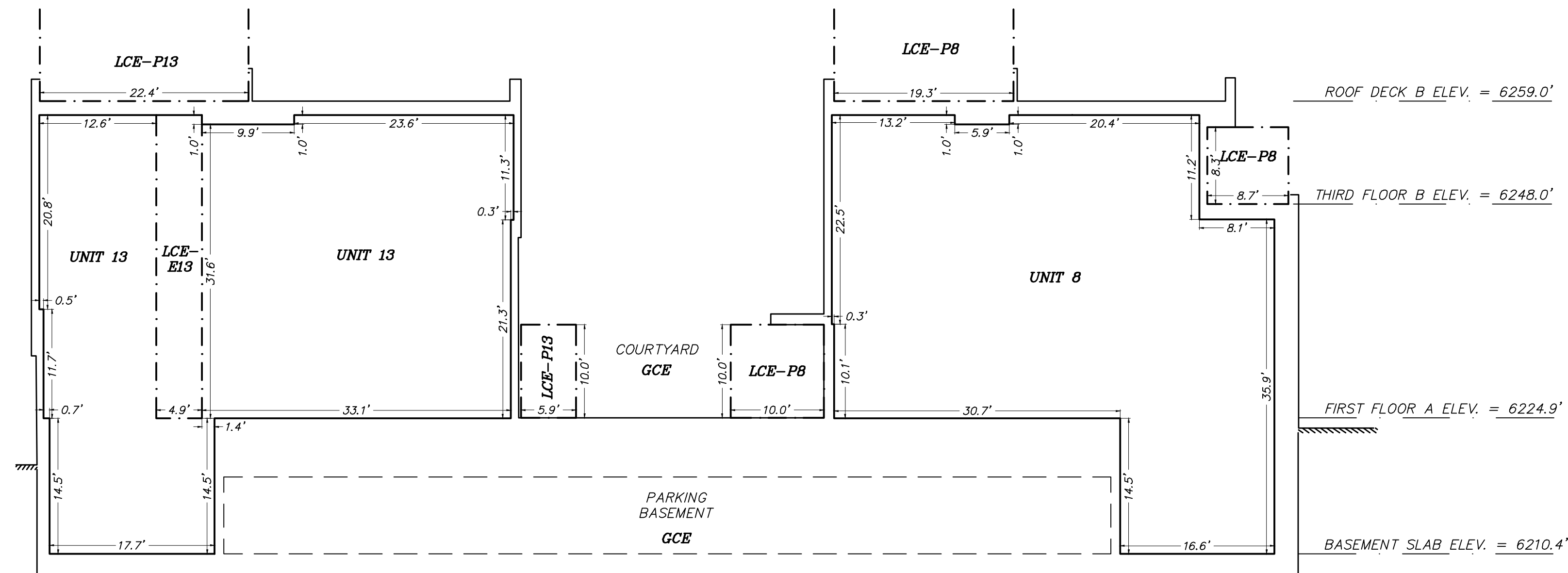
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SECTION Y

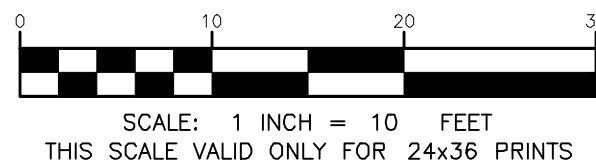


SECTION Z

LEGEND

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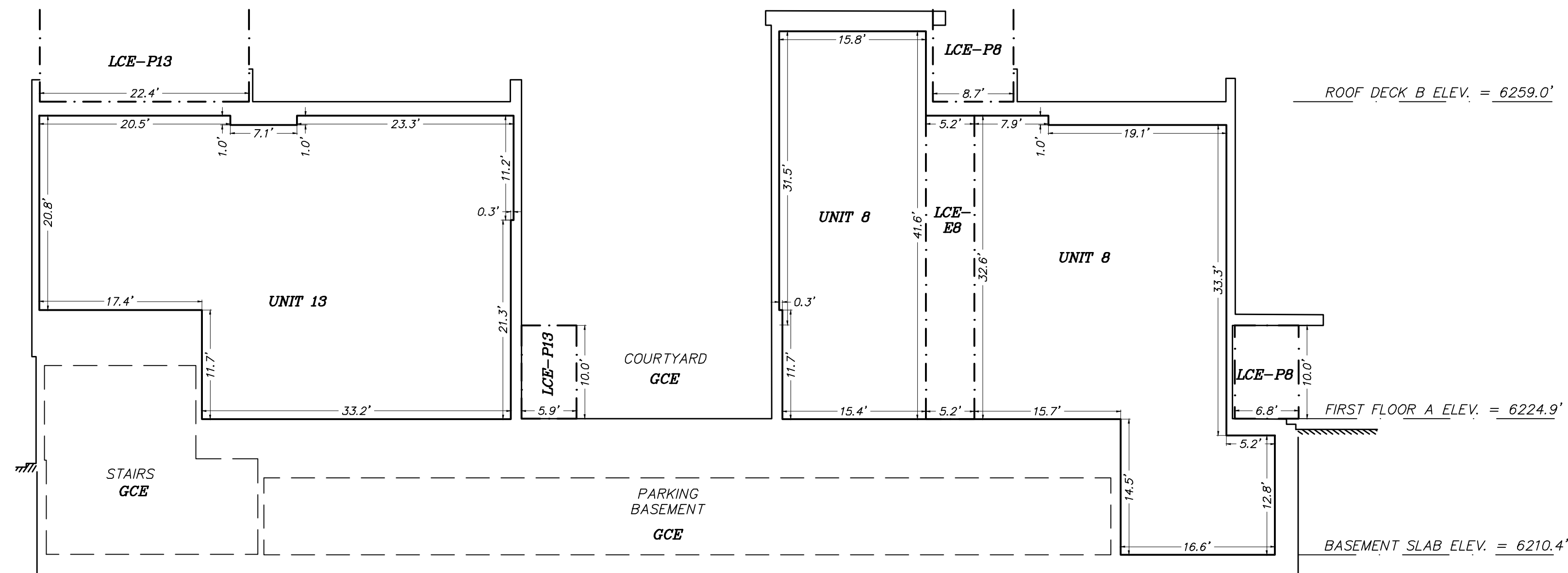
SECTIONS Y & Z

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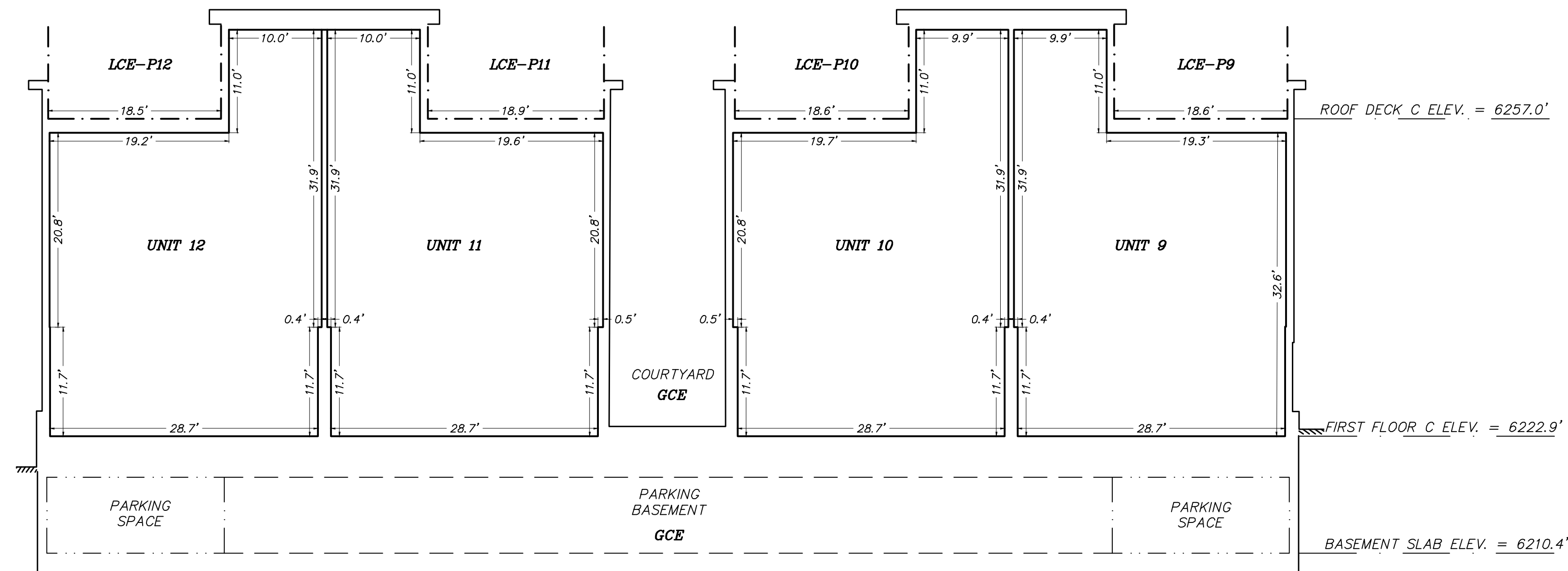
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SECTION AA



SECTION AB

LEGEND

UNIT 1

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LCE-P

LCE-S

LCE-E

PARKING SPACE

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7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.
8. UNIT AREAS SHOWN REPRESENT THE AREA AT THE SPECIFIED BUILDING FLOOR LEVEL ONLY. REFER TO THE UNIT AREA TABULATION ON SHEET 1 FOR TOTAL UNIT AREAS.



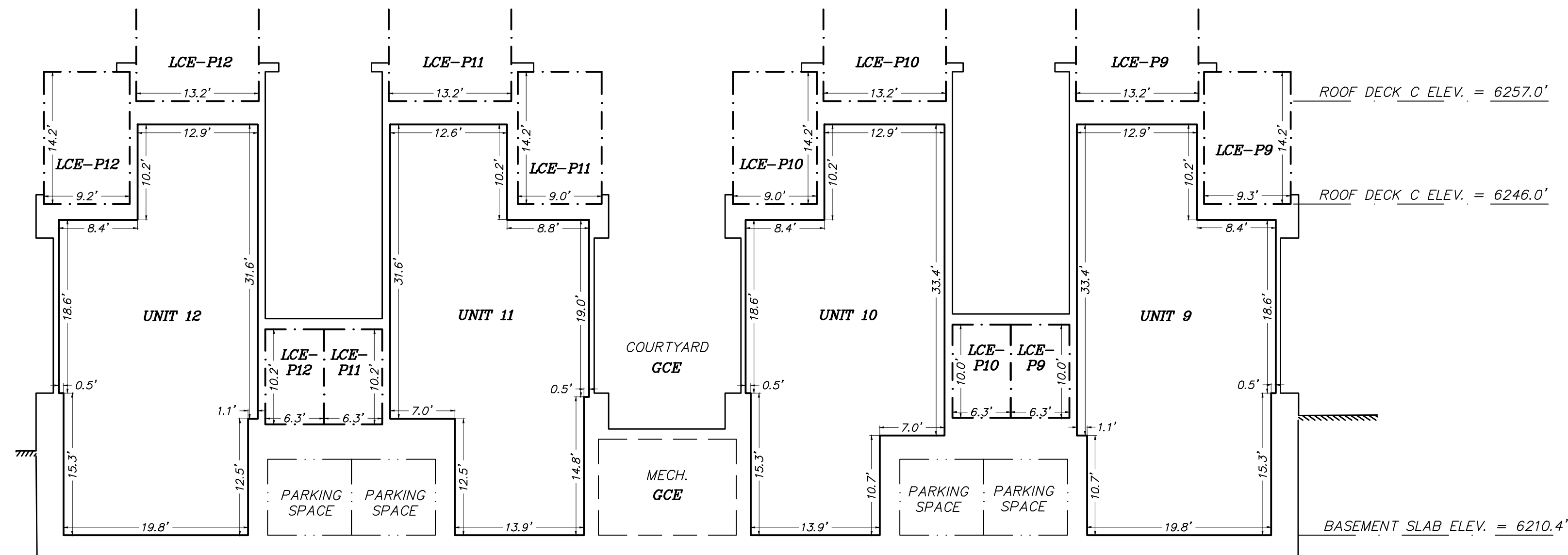
SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

SECTIONS AA & AB

**THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 21 Of 22

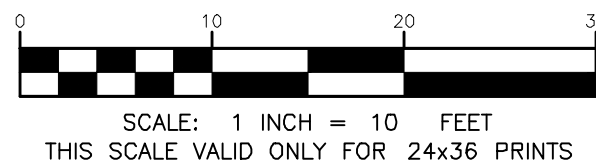


SECTION AC

LEGEND

- UNIT 1**
- Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson)
- Condominium Unit perimeter wall being the boundary of an individual airspace that makes up part, or all of a Condominium Unit (individual airspace unit or unit)
- Represents an interior building ceiling or wall face limit in plan view
- Represents an interior building ceiling or wall face limit in section view
- Exterior face of siding
- Boundary of Limited Common Elements, including patios, elevators and storage spaces
- GCE**
- General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration
- Limited Common Elements – Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck
- Limited Common Elements – Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes
- Limited Common Elements – Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator
- PARKING SPACE
- Represents the extents of individual parking spaces located in the basement
- (14.3)
- Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights
- (13.2)
- Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
2. MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
3. PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.
4. BASE ELEVATION = 6222.2' FOR IPBC INSCRIBED "PLS 3831" AT THE SOUTH EASTERN CORNER OF BLOCK 1, AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFERENCE NGVD 29 VERTICAL DATUM.
5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.
8. UNIT AREAS SHOWN REPRESENT THE AREA AT THE SPECIFIED BUILDING FLOOR LEVEL ONLY. REFER TO THE UNIT AREA TABULATION ON SHEET 1 FOR TOTAL UNIT AREAS.



SECTION AC

THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, OF THE ORIGINAL TOWNSITE OF JACKSON,
PLAT NO. 100

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 22 Of 22

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS

DATE: 10/11/2021

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: The Glenwood Condominium Addition to the Town of Jackson
2. LOCATION: 185 N Glenwood Street, Jackson, WY
3. PROJECT NUMBER: P21-240

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>1</u>		<u>0.02</u>
.015 ACRES PER UNIT MULTI-FAMILY		<u>20</u>		<u>0.30</u>

5. CALCULATE CASH IN-LIEU:

$$\frac{0.32}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{32,000.00}{\text{CASH-IN-LIEU}}$$

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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 10/11/2021

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: The Glenwood Condominium Addition to the Town of Jackson
2. LOCATION: 185 N Glenwood Street, Jackson, WY
3. PROJECT NUMBER: P21-240

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	<u>X</u>	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO			1.25	
1 BEDROOM	<u>1</u>		1.75	<u>1.75</u>
2 BEDROOM			2.25	
3 BEDROOM	<u>20</u>		3.00	<u>60</u>
4 BEDROOM			3.75	
5 BEDROOM			4.50	
EACH ADDITIONAL BEDROOM			0.50	
DORMITORY			1 per 150 sf of net habitable area	
TOTAL				<u>61.75</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\frac{61.75}{\text{TOTAL PROJECTED POPULATION}} \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \frac{0.5558}{\text{REQUIRED ACRES}}$$

6. CALCULATE CASH-IN-LIEU:

$$\frac{0.5558}{\text{REQUIRED ACRES}} \times \$100,000 \text{ (VALUE OF LAND)} = \$55,580.00 \text{ CASH-IN-LIEU}$$

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

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	P21-256 Subdivision Plat for the 174 North King Street Condominiums located at 174 N. King Street.	Public Comment:	Yes

Purpose & Policy Considerations.

The mixed-use development at 174 N. King Street was always intended to be ownership units. Thus, this request is for a Subdivision Plat to condominiumize 24 residential units (100% deed restricted) and two commercial spaces.

Requested Action.

The applicant is requesting approval of a Subdivision Plat for the 174 North King Street Condominiums Addition to the Town of Jackson located at 174 N. King Street.

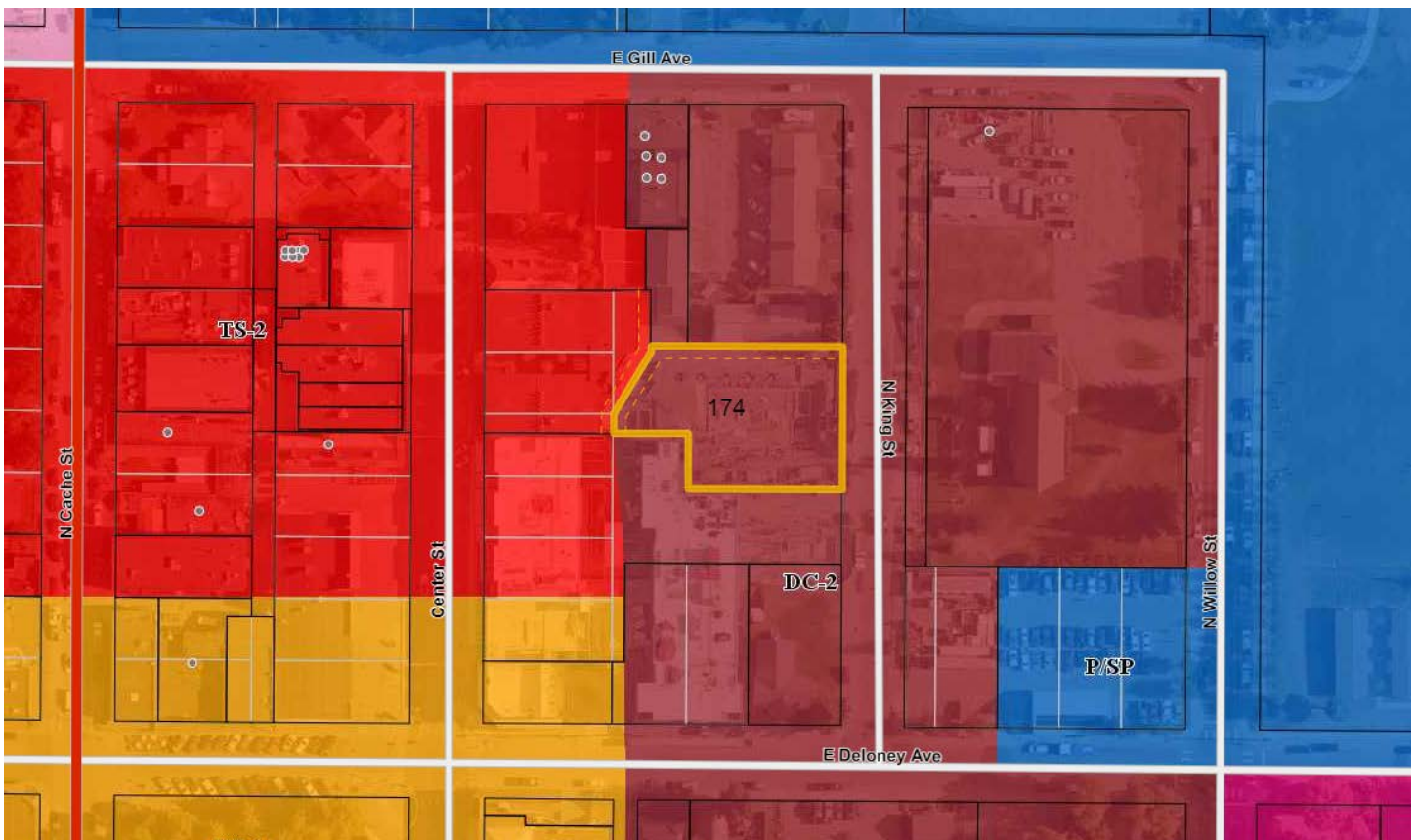
Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for the 174 North King Street Condominiums Addition to the Town of Jackson located at 174 N. King Street, subject to the departmental reviews attached hereto and following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities 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. Park and School Exactions shall be paid at the time of plat recording.
3. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record a Workforce Ownership deed restriction against the 4 designated workforce units.

Project Location.

The property is located at 174 N. King Street and legally known as PT. SW1/4SW1/4 SEC. 27, TWP. 41, RNG. 116. An aerial photo and zoning map are shown on the following page:



Background/Project Description.

Background: The Jackson Hole Community Housing Trust was issued a building permit in May 2020 (B20-0143) for a mixed-use project that includes 24 residential condominiums (mostly 1-br units with a few 2-br and 3-br units) and two commercial spaces (approx. 2,150 sf total) that front King Street. The building is nearing completion. All residential units will be deed restricted for workforce housing. The building will be three stories, with commercial on the first floor and residential on the two upper floors. Storage lockers are located in a partial basement. Parking is at grade and located behind the commercial spaces and protected from the elements by the upper stories. Access to the project will be on the south side of the site from the new public access easement/alley that will be constructed as part of the adjacent new hotel (112 Center Street hotel).

At the February 18, 2020, Town Council regular workshop meeting, the Council make a motion to direct staff to draft a lease for the Mayor's signature to allow the applicant to lease six parking spaces in the Deloney Public Parking lot for the benefit of the 174 N. King Street project with 6 conditions. This lease agreement is being finalized with Town staff and the applicant.

Project Description: The applicant is proposing to subdivide the 24 residential units and 2 commercial spaces into ownership condominiums. The building is three stories with approximately 28,000 sf of habitable space. The first floor consists of 2 commercial spaces (+/-2,500 sf) and covered parking. The second and third floor each consist of 12 residential units (+/-12,000 sf: mix of 1-bed, 2-bed and 3-bed).

Analysis.

Although a Development Plan was not required for this project, staff finds that as conditioned, the proposed subdivision plat is in conformance with the Land Development Regulations (LDRs). The proposed subdivision meets the requirements of the LDRs for Sec. 8.5.3 Subdivision Plat and Div. 7.2 Subdivision Standards. Park Exactions are calculated at \$40,950.00 and School Exactions are calculated at \$36,000.00. Per the LDRs, the plat shall be recorded within 60 days of approval. With regard to recordation of the deed restrictions, the applicant will be recording deed restrictions specific to the Housing Trust on all 24 units. A draft of the workforce restriction is attached to this report. Finally, with regard to the parking lease agreement for the Deloney parking lot, since these parking spaces are not required spaces for the development but rather above-and-beyond, the parking lease agreement will be recorded separately from this plat.

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 buildings have been reviewed and approved consistent with the 2018 International Building Code.

- C. **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 buildings have been reviewed and approved consistent with the 2018 International Building Code.

- D. **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.*

1. **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.

2. **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 buildings have been reviewed and approved consistent with the 2018 International Building Code.

- E. **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.

Comprehensive Plan & Priority Alignment.

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

Not applicable.

- 2. Complies with Section 8.5.3.** *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. Complies with Division 7.2.** *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. Other Relevant Standards/LDRs.** *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.

Fiscal Impact.

Park Exactions - \$40,950.00

School Exactions - \$36,000.00

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 P21-256, 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, and to approve a Subdivision Plat for the 174 North King Street Addition to the Town of Jackson at the property addressed at 174 N. King Street subject to the departmental reviews attached hereto, this staff report dated November 15, 2021, and the following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities 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. Park and School Exactions shall be paid at the time of plat recording.
3. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record a Workforce Ownership deed restriction against the 4 designated workforce units.

PLANNING

Project Number	P21-256	Applied	10/1/2021	AL
Project Name	Subdivision Plat- 174 N King St.	Approved		
Type	SUBDIVISION	Closed		
Subtype		Expired		
Status	STAFF REVIEW	Status		

Applicant	Jackson Hole Community housing Trust	Owner	Town of Jackson
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Site Address	City	State	Zip
174 N KING STREET	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
	22411627300021	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	

Building Kelly Sluder	NO COMMENT	10/1/2021	10/22/2021	10/8/2021	
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County Clerk Corina Dorman		10/1/2021	10/22/2021		
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Fire Kathy Clay	NO COMMENT	10/1/2021	10/22/2021	10/5/2021	
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Joint Housing Dept Stacy Stoker		10/1/2021	10/22/2021		
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Legal Lea Colasuonno	NO COMMENT	10/1/2021	10/22/2021	10/25/2021	
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Parks and Rec Steve Ashworth (10/1/2021 11:59 AM AL)	APPROVED W/CONDITI	10/1/2021	10/22/2021	10/1/2021	
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Request opportunity to review streetscape/landscape drawings when appropriate. No other comments on P21-256 from P&R. Thanks.

Andy Erskine, CPSI
Parks Manager, Teton County/Jackson Parks & Recreation Department
300 W Snow King Avenue
PO Box 811
Jackson, WY 83001
Office: 307-732-5793

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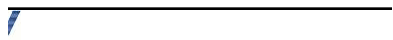
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Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Pathways Brian Schilling	NO COMMENT	10/1/2021	10/22/2021	11/9/2021	
Planning Tyler Valentine (10/28/2021 12:44 PM TV) Please see staff report.	APPROVED W/CONDITI	10/1/2021	10/22/2021	10/28/2021	
Plat Review-Survey Other (10/26/2021 4:06 PM AL) Todd Cedarholm, PLS Page 1 of 1 265 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 October 26, 2021 P.O. Box 1687 Jackson, WY 83001 ATTN: Tyler Valentine, Planner RE: P21-256, 174 North King Street Condominiums Addition Dear Tyler: I have reviewed the plat accompanying the P21-256 application. I would suggest that the surveyor address the following items: Sheet 1 • Within the Certificate of Owner regarding access, paragraph 5, the statement should also cite the access easement that grants access to the property on the south and west. Sheet 2 • The document cited as an access easement, instrument no.967832, is simply an agreement and not an actual easement. The easement should be cited correctly, drawn correctly, and completely annotated. • The document cited as the deed for the adjoining property south of the project is an alley vacation and not a deed . The correct owner and deed should be cited. • The 10 foot wide access easement, Book 713p634-639, should be completely annotated and possibly hatched so that the extents of the easement are clear. • The 10 foot by 20 foot electrical distribution easement, Book 713p567-569 should be completely annotated and possibly hatched so that the extents of the easement are clear. • The monument descriptions within the legend should include the details of the monuments such as ; rebar diameter, pipe diameter, cap type and diameter, and cap inscriptions. • PLSS corners shown on the plat should include descriptions and details of the monuments and cite the most current WCR on file . • The building footprint should include an area defined by projecting the exterior walls of the building to the ground . This is not the same as the foundation. The entry/lobby area and the electric meter alcove should be included within the footprint. • A tie should be shown to the nearest monument north of the project on the westerly King Street ROW that was used to determine the easterly boundary. 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	10/1/2021	10/22/2021	10/26/2021	see comments	
Plat Review-Title Other		10/1/2021	10/22/2021	10/28/2021	see comments

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Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(10/28/2021 11:46 AM AL)					
TITLE 22 CONSULTANTS PLAT REVIEW					
174 North King Street Condominiums P21-256					
Proposed Plat: 174 North King Street Condominiums Addition to the Town of Jackson					
Platted From: Part of SW/SW/27/41/116					
Located: Town of Jackson					
Owner/Subdivider: Jackson Hole Community Housing Trust					
Summary: The proposed plat creates 26 condominium units, comprised of 24 deed restricted affordable residential housing units, and 2 free market commercial units.					
Additional Documents to be Recorded Provided with Plat: 1) Declaration of Condominium 2) Special Restrictions (as to residential units) 3) Employee Right of Purchase Agreement (Town of Jackson) 4) Certificate of Mortgagee					
Title Report provided by Wyoming Title & Escrow Effective Date: August 6, 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: Legal access is provided via 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. N/A, platted from metes and bounds					
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. OWNERSHIP					
According to the terms of the ground lease (Document 09843890), documents are to be recorded in the following order:					
The Conveyance Deed referenced is a deed from Town of Jackson vesting fee simple title in The Jackson Hole Community Housing Trust.					
As this deed is to be recorded prior to the plat, please change the signature and acknowledgement on the Certificate of Owner from Town of Jackson to “The Jackson Hole Community Housing Trust.”					
2. ACCESS					
While legal access is via North King Street, vehicular access is via the public alley to the south of subject land, as set forth in Document 1012023.					
Please modify paragraph 5 of the Certificate of Owner to read, “That access to the subdivision is via North King Street and that alley adjacent to subject property as set forth in Document 1012023.”					
Please also delete the reference on Sheet 2 in regard to Document 967832 to reflect the appropriate notation as to Document 101203.					
3. LEGAL DESCRIPTION					
The legal description in the Certificate of Surveyor does not match the legal description in the vesting deed recorded in Book 683 of Photo, Page 374 (it appears the land has been re-surveyed, and a new description has been written).					
Please add a statement to the Certificate of Surveyor along the lines of, “Being the same as that land described and conveyed in that Warranty Deed appearing of record in Book 683 of Photo, Pages 374-375, records of Teton County, Wyoming.”					
Comments/General Observations: For your review and consideration, may not require changes:					
1. LIMITED COMMON ELEMENT					
The plat and Condo Dec indicate that the LCE-Storage and LCE-Parking are to be assigned at a later date, and are to become appurtenant to designated units.					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Sheet 3 shows the 26 storage units, numbered 1-26, which provides clarity for future assignment.					
Sheet 4 shows the parking spaces, but they are not numbered. We recommend assigning numbers to these spaces for the purpose of future assignment.					
2. DECLARATION OF CONDOMINIUM – LEGAL DESCRIPTION					
The Condo Dec repeatedly refers to subject property as “174 North King Street Condominiums, Jackson, Wyoming.” (Paragraphs 1.1, 2.26, and most importantly, 5.8).					
We recommend changing this to “174 North King Street Condominiums Addition to the Town of Jackson” to be consistent with the plat.					
3. CERTIFICATE OF MORTGAGEE					
We note that the legal description cited in this instrument utilizes “Condominium” as opposed to “Condominiums.”					
4. OWNERS’ ASSOCIATION					
It does not appear that “The 174 North King Street Owners’ Association” has been established with the Wyoming Secretary of State.					
Next Steps:					
1. ENTITY DOCS – The owner should provide a copy of the X 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.					
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:					
Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company					
.....					
Police		10/1/2021	10/22/2021		
Michelle Weber					
.....					
Public Works	APPROVED W/CONDITI	10/1/2021	10/22/2021	11/1/2021	
Brian Lenz					

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Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(11/1/2021 7:01 PM BTL)					
FINAL PLAT – APPROVED w CONDITIONS					

P21-256

ADDRESS: 174 N King St

OWNER: Town of Jackson

APPLICANT: JH Community Housing Trust

11/1/2021

Brian Lenz, 733-3079

DATE OF SUBMITTAL: 10/1/2021

DATE OF MATERIALS: 10/1/2021

REVISION NO.: 00

BOND FOR MONUMENTATION: \$4500. Enter this bond value in the Restrictions section of TRAKiT.

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.

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

PRIOR TO FINAL PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED:

GENERAL

1. Clarify how the shared parking at the East Deloney Parking lot will be addressed in compliance with its conditions of approval.

NOTES

1. Add a note: PUBLIC OWNERSHIP AND MAINTENANCE OF SEWER AND STORMWATER MAINS ALONG THE NORTH & WEST PROPERTY LINES
2. Add a note: STORMWATER COLLECTION, TREATMENT, AND STORAGE ARE PRIVATELY OWNED AND MAINTAINED
3. Revise the first note into two notes and the second not to state that the WATER, SEWER, AND STORMWATER SERVICES FROM THE TOWN'S MAINS ARE PRIVATELY OWNED AND MAINTAINED
4. Add a note, NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS
5. Review and revise as appropriate, the fault note to state that there are no faults lines mapped on the site. Note, the building code does not declare whether a fault line exists or does not exist.

CERTIFICATE OF SURVEYOR

1. Review and revise as necessary the "return" after plat.

CERTIFICATE OF OWNER

1. 4th "that statement" revise statement to include access from the public access easement recorded document 1012023.
2. 5th "that statement" review and revise statement or add a statement that the subdivision is subject to the written and recorded Declaration of Condominiums. §18-5-306 4
3. Include the statement: that access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles, and police vehicles.
4. Revise statement pertaining to access easement B713P628-633 such that the Grantee is "to the Town of Jackson"
5. Revise the statement regarding the public access easement as disclosed in the Development Agreement to state that it is the recorded easement document 1012023.
6. There is no mention of the shared parking on the East Deloney Parking Lot. Clarify why this was excluded or provide suggested language to address the shared parking and maintenance / operation thereof.

PLAT SHEETS

1. Revise the "To Be Dedicated" access easement note as the recorded easement 1012023. Verify that this is the correct record document or use book and page for description.
2. Review the existing and proposed monuments and legend to indicate the proper type of monument. Note, some of these monuments were reset as part of the Cloudveil project and are not longer believed to be "Pipes" a mix of PK nails and rebar with caps.

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Some monuments will need to be set in sidewalks.					
CONDOMINIUM DECLARATION					
1. Section 2.11: revise accordingly to include water and sewer services, and stormwater					
.....					
START		10/1/2021	10/22/2021		
Darren Brugmann					
.....					

..

..

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 10/7/2021

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: 174 North King Street Condominiums Addition to the Town of Jackson
2. LOCATION: 174 N King St, Jackson, WY
3. PROJECT NUMBER: _____

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			1.25	
1 BEDROOM	<u>18</u>		1.75	<u>31.5</u>
2 BEDROOM	<u>2</u>		2.25	<u>4.5</u>
3 BEDROOM	<u>4</u>		3.00	<u>12</u>
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				<u>48</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\frac{48}{\text{TOTAL PROJECTED POPULATION}} \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \frac{0.4320}{\text{REQUIRED ACRES}}$$

6. CALCULATE CASH-IN-LIEU:

$$\frac{0.4320}{\text{REQUIRED ACRES}} \times \$100,000 \text{ (VALUE OF LAND)} = \$43,200 \text{ CASH-IN-LIEU}$$

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: 9/15/2021

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: 174 North King Street Condominiums Addition to the Town of Jackson
2. LOCATION: 174 N King St, Jackson, WY
3. PROJECT NUMBER: _____

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>24</u>		<u>0.36</u>
.015 ACRES PER UNIT MULTI-FAMILY				

5. CALCULATE CASH IN-LIEU:

$$\frac{0.36}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$36,000 \text{ CASH-IN-LIEU}$$

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

November 9, 2021

LR/19-318-10

Teton County Planning and Development
P.O. Box 1727
Jackson, WY 83001

ATTN: Tyler

RE: P21-256, 174 North King Street Condominiums Addition

Dear Tyler

In response to the comments of the **County Surveyor**, I make the following remarks:

1. SHEET 1

- a. Paragraph 5 was removed and the following language was added to the Certificate of Owners: "That access to the subdivision is via North King Street and that alley adjacent to subject property as set forth in Instrument No. 1012023"

2. SHEET 2

- a. Changed the reference on Sheet 2 from "Instrument No. 967832" to "Instrument No. 1012023" on the Access Easement south of the building. It is cited, drawn and annotated correctly.
- b. The correct owner and deed have been cited on the southern adjoining property
- c. We have hatched the easements pertinent to the property as well as the foundation footprint.
- d. The legend monument descriptions have been updated with the rebar diameter and inscriptions.
- e. Added descriptions and corner record information to the section corners.
- f. In regards to the building footprint, we believe that the foundation represents what is on the ground; we will not be showing projected walls on the site plan. Details about above floors are on subsequent sheets.
- g. A tie to the northern monument was added.

In response to the comments from **Title 22 Consultants**, I make the following remarks:

1. OWNERSHIP

- a. Changed the signature and acknowledgement on the Certificate of Owner from "Town of Jackson" to "The Jackson Hole Community Housing Trust"

2. ACCESS

- a. Added the following language to the Certificate of Owners: "That access to the subdivision is via North King Street and that alley adjacent to subject property as set forth in Instrument No. 1012023"
- b. Changed the reference on Sheet 2 from "Instrument No. 967832" to "Instrument No. 1012023" on the Access Easement south of the building.

3. LEGAL DESCRIPTION

- a. Added the following statement to the Certificate of Surveyor “being the same as that land described and conveyed in that Warranty Deed appearing of record in Book 683 Photo Pages 374-375. Records of Teton County Wyoming”

4. LIMITED COMMON ELEMENT

- a. Added parking space numbers on Sheet 4.
- b. The Declaration of Condominium legal description has been updated by the attorney.
- c. We do not feel the name discrepancy within the Certificate of Mortgage is an issue: Condominium vs Condominiums
- d. The Owners’ Association has been formed, per the attorney.

In response to the comments from **The Town of Jackson Public Works**, I make the following remarks:

1. GENERAL

- a. The parking in the East Deloney Parking Lot is being handled outside the scope of this Plat
- b. Note was added about Public Ownership of Sewer and Stormwater mains along the north and west property lines.
- c. Note was added about stormwater collection, treatment and storage being privately owned and maintained.
- d. Revised first note into two notes and changed the second item to indicated the services from the Town’s mains are privately owned and maintained
- e. Added note about no public maintenance of stormwater collection and treatment systems.
- f. Changed the language about the faults to read “The property does not lie within Seismic Zone 3 Fault Line”

2. CERTIFICATE OF SURVEYOR

- a. Fixed the formatting after “plat”.

3. CERTIFICATE OF OWNER

- a. Updated the referenced instrument in the 4th “that statement”
- b. Town Engineer clarified that the statute referenced should be 18-5-306-8, which is language that would be in a developer agreement not on a plat. The plat will not be filed until there is certificate of occupancy, so this is a moot point and the language will not be added.
- c. Added statement about emergency vehicles right to access property
- d. Fixed Grantee to “the Town of Jackson” in reference to access easement B713P628-633
- e. Updated the statement about public access to reflect the recorded document 1012023
- f. The parking as it relates to the East Deloney Parking lot is being handled outside the scope of this plat

4. PLAT SHEETS

- a. Updated plat to reference the recorded document 1012023 for the access easement south of the property
- b. Updated the monuments in the legend to correctly indicate the type of monument

5. CONDOMINIUM DECLARATION

- a. This section was updated by the attorney.

I believe this address all the comments and requirements applicable to the approval and filing of the accompanying 174 North King Street Condominiums Addition to the Town of Jackson Plat. Please call me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. Rudolph". The signature is written in a cursive, slightly stylized font.

Luke Rudolph

LR

Encl.

AR/19-318-10

October 1, 2021

Town of Jackson
Planning Dept.
P.O. Box 1687
Jackson, Wyoming 83001

RE: Final Plat Application Submittal, 174 North King Street Condominiums Addition to the Town of Jackson.

We are submitting for Final Plat Application a subdivision of PT. SW1/4SW1/4 SEC. 27, TWP. 41, RNG. 116, 22-41-16-27-3-00-021.

Included in this submittal for Final Plat:

- a signed application form
- application fees were waived per Paul Anthony
- exaction fees
- Title Report
- the most recent Deed
- Proof of Publication for Notice of Intent to Subdivide
- A copy of the Declaration of Condominium
- A copy of the Certificate of Mortgage Affidavit
- Letter of Authorization
- Plat Drawings

I believe this address all the requirements for Final Plat Application. Please call me if you have any questions or concerns.

Sincerely,



Angie Rudolph

Encl.



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: 174 North King Street Condominiums Addition to the Town of Jackson
Physical Address: 174 N King St
Lot, Subdivision: _____ PIDN: 22-41-16-27-3-00-021

PROPERTY OWNER.

Name: Town of Jackson, Wyoming Phone: 307-733-3932
Mailing Address: PO Box 1687, Jackson, WY ZIP: 83001
E-mail: _____

APPLICANT/AGENT.

Name: Jackson Hole Community Housing Trust Phone: 307-739-0665
Mailing Address: PO Box 4498, Jackson, WY ZIP: 83001
E-mail: anne@housingtrustjh.org

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

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

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: _____
_____ 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.

☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

☐ **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

Name Printed

Date

Title

Issued To:

Jackson/Teton County Affordable Housing Department	Report No.::	W-21385
320 S. King Street	Effective Date:	August 6, 2021
Jackson, WY 83001	Current Date:	August 18, 2021
(307) 732-0867	Cost:	\$0.00

Project Reference: 174 North King Street

Property Address: 174 North King 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:

Town of Jackson, a Wyoming municipal corporation

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

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

Issued By:

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

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

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land located in the SW¼SW¼, Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, described as follows:

Beginning at a point which lies East 50.0 feet and North 60.0 feet from the NW corner and corner number 2 of the Van Vleck Second Subdivision to the Town of Jackson, Wyoming;

thence East, 125.0 feet to corner number 2;
thence North, 115.0 feet to corner number 3;
thence West, 125.0 feet to corner number 4;
thence South, 115.0 feet to corner number 1 and the Point of Beginning.

AND

A tract of land located in the SW¼SW¼, Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, described as follows:

Beginning at the Northeast Corner of Lot 5, Block 3 of the Clubhouse Addition to the Town of Jackson;
thence East, 60 feet to Corner No. 2;
thence North, 70 feet to Corner No. 3;
thence West, 30 feet to Corner No. 4;
thence South, 5 feet to Corner No. 5;
thence S 30°58'W, 58.31 feet to Corner No. 6;
thence South, 15 feet to Corner No. 1 and the Point of Beginning.

PIDN: 22-41-16-27-3-00-021

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

1. General taxes for the year 2020 are TaxClass: Exempt. General taxes for the year 2021, a lien in the process of assessment, not yet due or payable.
2. Easement as contained in that Warranty Deed, recorded January 8, 1970, as (instrument) 107763 (book) 5 (page) 18, Official Records.
[B5P18](#)
3. The terms, conditions and provisions as contained in the Agreement entitled "Agreement", by and between Town of Jackson, a municipal corporation and Jackson Church of Christ, a non-profit corporation, dated November 15, 2007, recorded September 12, 2008, as (instrument) 0738123 (book) 707 (page) 1005, Official Records.
[B707P1005](#)
4. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded November 25, 2008, as (instrument) 0742465 (book) 713 (page) 567, Official Records.
[B713P567](#)
5. Terms and conditions of that Access and Underground Utility Easement, recorded November 26, 2008, as (instrument) 0742509 (book) 713 (page) 628, Official Records.
[B713P628](#)
6. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as that Access Easement recorded November 26, 2008, as (instrument) 0742510 (book) 713 (page) 634, Official Records:
[B713P634](#)
7. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded February 13, 2012, as (instrument) 0809096 (book) 801 (page) 176, Official Records.
[B801P176](#)
8. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as that Right of Way Easement recorded March 28, 2013, as (instrument) 0832570 (book) 839 (page) 72, Official Records:
[B839P72](#)
9. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as disclosed by Development Agreement by and between CCC's Center Street, LLC, a Wyoming limited liability company and the Town of Jackson, a municipal corporation of the State of Wyoming, in a document recorded April 24, 2019, as (instrument) 0967832, Official Records:
Purpose: Public Access
[0967832](#)
10. Terms, conditions, and provisions of the Ground Lease, dated January 8, 2020, between Town of Jackson, a Wyoming minicipal corporation, as Lessor, and the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, as Lessee, on the terms and conditions contained therein, recorded January 13, 2020,

as (instrument) 0984389, Official Records.

[0984389](#)

11. Pledge (Mortgage) to secure an indebtedness and any other obligations secured thereby in the amount of \$11,953,000.00, dated May 12, 2020, recorded May 15, 2020, as (instrument) 0990159, Official Records.
Mortgagor: The Town of Jackson, Wyoming
Mortgagee: First Western Trust Bank
12. Mortgage and Fixture Filing (with Assignment of Leases and Rents and Security Agreement) to secure an indebtedness and any other obligations secured thereby in the amount of \$11,953,000.00, dated May 15, 2020, recorded May 15, 2020, as (instrument) 0990160, Official Records.
Mortgagor: Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation
Mortgagee: First Western Trust Bank

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



WARRANTY DEED

*First American Title
Insurance Company*

Jackson Church Of Christ, a Wyoming non-profit corporation, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS and WARRANTS to Town Of Jackson, a Wyoming municipal corporation, GRANTEE, whose address is Post Office Box 1687, Jackson, Wyoming 83001, the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

See Exhibit A attached hereto.

PIN # 22-41-16-27-3-00-021

GRANTOR: JACKSON CHURCH OF CHRIST

GRANTEE: TOWN OF JACKSON

Doc 0716543 bk 683 pg 374-375 Filed At 16:49 ON 11/15/07

Sherry Daigle Teton County Clerk fees: 11.00

By Mary Smith Deputy

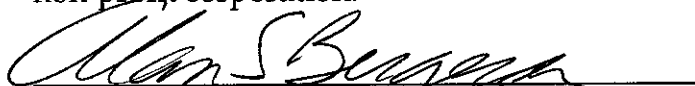
For use dedicated in perpetuity to the public.

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

WITNESS my hand this 15th day of November, 2007.

RELEASED	☒
INDEXED	☒
ABSTRACTED	☒
SCANNED	☒

Jackson Church Of Christ, a Wyoming
non-profit corporation:


Alan S. Bergeron, Executive Director

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 15 day of November, 2007 by Alan S. Bergeron who does verify that the foregoing instrument is signed in the name of, on behalf of, and by authority of its board of directors.

WITNESS my hand and official seal.




Notary Public
My Commission Expires: 7.24.08

EXHIBIT A
File No. 4551-1103729 Legal Description

Exhibit A, in its entirety, documents the legal description of the land referenced in this Document. The legal description may extend to multiple pages.

The land referred to in this document is situated in the State of **Wyoming**, County of **Teton**, and is described as follows:

A tract of land located in the SW¹/₄SW¹/₄, Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, described as follows:

Beginning at a point which lies East 50.0 feet and North 60.0 feet from the NW corner and corner number 2 of the Van Vleck Second Subdivision to the Town of Jackson, Wyoming;

**thence East, 125.0 feet to corner number 2;
thence North, 115.0 feet to corner number 3;
thence West, 125.0 feet to corner number 4;
thence South, 115.0 feet to corner number 1 and the Point of Beginning.**

AND

A tract of land located in the SW¹/₄SW¹/₄, Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, described as follows:

Beginning at the Northeast Corner of Lot 5, Block 3 of the Clubhouse Addition to the Town of Jackson;

**thence East, 60 feet to Corner No. 2;
thence North, 70 feet to Corner No. 3;
thence West, 30 feet to Corner No. 4;
thence South, 5 feet to Corner No. 5;
thence S 30°58'W, 58.31 feet to Corner No. 6;
thence South, 15 feet to Corner No. 1 and the Point of Beginning.**

• Public Notices •

bers assume liability for losses related to power outages and voltage fluctuations.

Lower Valley is a public utility as defined by Wyo. Stat. § 37-1-101(a)(vi)(C), subject to the Commission's jurisdiction pursuant to Wyo. Stat. § 37-2-112.

On August 13, 2021, Lower Valley filed its Application requesting authority to amend its Service Interruptions tariff to provide that members assume liability for losses related to power outages and voltage fluctuations.

This is not a complete description of the Application. Interested persons may inspect the Application at Lower Valley's Wyoming business office located at 236 North Washington Street, Afton, Wyoming and at the Commission's offices in Cheyenne, Wyoming, during regular business hours.

Anyone desiring to file a public comment, statement, intervention petition, protest or request for a public hearing in this matter must so file with the Commission in writing on or before September 27, 2021. Any intervention request filed with the Commission shall set forth the grounds of the proposed intervention or request for hearing as well as the position and the interest of the petitioner in this proceeding.

If you wish to intervene in this matter or request a public hearing which you will attend and you require reasonable accommodation for a disability, call the Commission at (307) 777-7427 or write to the Commission, 2515 Warren Avenue, Suite 300, Cheyenne, Wyoming 82002. Communications-impaired persons may contact the Commission through Wyoming Relay at 711. Please mention Docket No. 10012-69-CT-21 in your communications.

Dated: August 27, 2021.
Publish: 09/08, 09/15/21

Notice of Application
for Merger of Bank Holding Companies

First Western Financial, Inc., located at 1900 16th Street, Suite 1200, Denver, Colorado 80202, intends to apply to the Federal Reserve Board for permission to merge with another bank holding company, Teton Financial Services, Inc., located at 2500 N. Moose Wilson Road, Wilson, Wyoming 83014. First Western Financial, Inc. also intends to acquire control of Teton Financial Services, Inc.'s subsidiary bank, Rocky Mountain Bank, located at 890 West Broadway, Jackson, Wyoming 83001. The Federal Reserve considers a number of factors in deciding whether to approve the application, including the record of performance of banks we own in helping to meet local credit needs.

You are invited to submit comments in writing on this application to the Federal Reserve Bank of Kansas City, One Memorial Drive, Kansas City, MO 64198. The comment period will not end before October 8, 2021, and may be somewhat longer. The Board's procedures for processing the application may be found at 12 C.F.R. Part 262. Procedures for processing protested applications may be found at 12 C.F.R. 262.25. To obtain a copy of the Federal Reserve Board's procedures, or if you need more information about how to submit your comments on the application, contact Dennis Denney, Assistant Vice President, at (816) 881-2633. The Federal Reserve will consider your comments and any request for a public meeting or formal hearing on the application if they are received in writing by the Reserve Bank on or before the last day of the comment period.
Publish: 09/08/21

Notice of Application for
Bank Merger

Federal Deposit Insurance Corporation

Notice is hereby given that First Western Trust Bank, 1900 16th Street, Suite 1200, Denver, Colorado 80202, has applied to

the Federal Deposit Insurance Corporation seeking its written consent to merge Rocky Mountain Bank, 890 West Broadway, Jackson, Wyoming 83001, with and into First Western Trust Bank, with First Western Trust Bank being the surviving entity of the merger. It is contemplated that all offices of the above-named institutions will continue to be operated. This notice is published pursuant to 12 C.F.R. 303.65.

Any person wishing to comment on this application may file his or her comments in writing with the Regional Director of the Federal Deposit Insurance Corporation at its Regional Office at 1601 Bryan Street, Dallas, Texas 75201, not later than October 8, 2021. The non-confidential portions of the application are on file at the Regional Office and are available for public inspection during regular business hours. Photocopies of the non-confidential portion of the application file will be made available upon request.
Publish: 09/08/21

The Jackson Hole Airport Board will hold its regularly scheduled Board meeting on September 15, 2021, commencing at 9:00 a.m. in the Teton County Commissioners Chambers. The meeting can be viewed via live stream and public comment may be provided during the meeting through the WebEx link at www.jacksonholeairport.com.
Publish: 09/08, 09/15/21

The annual report of the Alan J. Hirschfield Family Foundation is available for inspection at 3490 Clubhouse Drive, Suite 101, Wilson, WY 83014 during normal business hours by any citizen who so requests within 180 days from today. Please call for an appointment. Berte E. Hirschfield is the Foundation's principal manager. Telephone (307) 733-7332.
Publish: 09/08/21

• 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 Jackson Hole Community Housing Trust 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 2 COMMERCIAL UNITS & 24 RESIDENTIAL UNITS. The project is located on 0.405 acres, generally described as a Tract of Land located within the SW1/4SW1/4, Section 27, Township 41 North, Range 116 West, street address is 174 King Street. The site is accessed from King Street and will be named 174 KING STREET CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON.
Publish: 09/08, 09/15/21

• CONTINUED PUBLICATIONS •

Public Notice

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

IN AND FOR TETON COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF

ROBERT DEAN ROBERTSON, Deceased

Probate No. 3395

NOTICE OF PROBATE

TO ALL PERSONS INTERESTED IN SAID ESTATE: You are hereby notified that on the 20th day of August, 2021, the estate of the above-named decedent was admitted to probate by the above-named court, and that Trudy Robertson and David Robertson were appointed Co-Personal Representatives

thereof. Notice is further given that all persons indebted to the decedent or his estate are requested to make immediate payment to the undersigned at c/o King and King, LLC, P.O. Box 40, 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 the said Court, on or before three 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: August 26, 2021
Co-Executor: Trudy Robertson /s/
Publish: 09/01, 09/08, 09/15/21

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
TETON COUNTY, WYOMING

IN THE MATTER of the Adoption of)
)
M. R. G. J., AND,)
A.Z.G.J.,) Adoption No. 423
)
)
Minor Child.)

NOTICE OF PETITION TO ADOPT

NOTICE TO RESPONDENT: RODRIGO MEJORADA CORONA

RESPONDENT'S CURRENT ADDRESS: Address Unknown.

You are hereby notified that Petitioners, have filed a *Petition to Adopt a Minor Children*, Adoption No. 423 in the Teton County District Court for the Ninth Judicial District, whose address is: 180 S. King Street, 2nd Floor, P.O. Box 4460, Jackson, WY 83001.

Unless you file an *Answer* or otherwise respond to the *Petition to Adopt a Minor Children* referenced above within 30 days following the last date of publication of this *Notice*, a Default Judgment will be taken against you and the party's request may be granted.

DATED this 19 day of August 2021.

BY CLERK OF COURT:

Dep. Jere Smith
Clerk of District Court / Deputy

Publish: 09/01, 09/08, 09/15, 09/22/21

WYOMING DEPARTMENT OF TRANSPORTATION

LEGAL NOTICE

INVITATION TO BID

The Wyoming Department of Transportation will receive bids electronically through Public Purchase until 11:00 A.M., Mountain Time on October 6, 2021, at which time they will be publicly opened and read for FURNISHING JANITORIAL MAINTENANCE AT THE STAR VALLEY REST AREA. A MANDATORY Pre-Bid Inspection will be held at 11:00 a.m., Mountain Time on Wednesday, September 22, 2021 at the Star Valley Rest Area, Highway 89, between Afton and Thayne, Wyoming. Only bids received on Wyoming Department of Transportation bid forms will be considered. Bid forms and further information may be obtained, without charge, by going to <http://www.publicpurchase.com>, logging in and clicking on Bid No. 21-192AC. You must be registered with Public Purchase to log in and view bids. If you are not registered, click on the "free registration" button and follow the registration instructions. The registration process takes up to 24 hours, so signing up right away is recommended.

BY: CORI SCHRINAR
PROCUREMENT SERVICES MANAGER
Publish: 09/01, 09/08, 09/15/21

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• Public Notices •

GENERAL PUBLIC NOTICES

• ESTATE PROBATE •

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR TETON COUNTY

Docket No. 3394

In the Matter of the Estate of)
)
FOSTER STEPHEN FRIESS, a/k/a)
FOSTER S. FRIESS, a/k/a)
FOSTER FRIESS,)

Deceased.)

NOTICE OF PROBATE OF ESTATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:
You are hereby notified that on the 1st day of September, 2021, the Last Will and Testament of Foster S. Friess (the "Will") was admitted to probate by the above-named Court, and that Lynnette E. Friess was appointed Personal Representative thereof. Any action to set aside the Will shall be filed in the Court within three 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 said decedent or to said estate are requested to make immediate payment to the undersigned at P.O. Box 9790, Jackson, Wyoming 83002.

Creditors having claims against said decedent or the estate are required to file them in duplicate with the necessary vouchers, in the office of the Clerk of said Court, on or before three 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.

Lynnette E. Friess
PERSONAL REPRESENTATIVE

ATTORNEY FOR ESTATE
Thomas N. Long
Long Reimer Winegar LLP
P.O. Box 87
Cheyenne, WY 82003-0087
Publish: 09/15, 09/22, 09/29/21

• REQUEST FOR BIDS •

NEW BID OPPORTUNITY AT THE JACKSON HOLE AIRPORT

Wadman Corporation is the Construction Manager at Risk for the Jackson Hole Airport which includes several projects at the Jackson Hole Airport.

We are seeking subcontractor bids from qualified subcontractors and suppliers for the MECHANICAL and WELL package on the Jackson Hole Airport project titled:

TERMINAL RESTAURANT MECHANICAL RENOVATION PROJECT

Subcontractors who are qualified are encouraged to view the bid documents and submit a proposal. DBE subcontractors are highly encouraged to bid. Wadman Corporation is also committed to the development and implementation of initiatives, which promote the inclusion of local businesses. Wyoming Residency Preference applies as defined in W.S. 16-6-101 to 107.

Project Name: TERMINAL RESTAURANT MECHANICAL PACKAGE
This project consists of a 19,000 SF building expansion and TI alterations of a portion of the existing restaurant terminal facility as more completely described in the Contract Documents. ANTICIPATED CONSTRUCTION START: APRIL 2022

PLANS ARE AVAILABLE NOW.
Please email Tera Hadley for the plan link and information. Her email address is thadley@wadman.com

PROPOSALS ARE DUE - September 15, 2021 by 1 PM MST to Wadman Corporation via email at bids@wadman.com

To obtain further bid information on this project please contact: Wadman Corporation
Estimating - Brenton Fite - bfite@wadman.com
Project Manager - Sam Venable - svenable@wadman.com
Office Line: 801-621-4185
Publish: 09/15, 09/22/21

• PUBLIC NOTICE •

PUBLIC NOTICE

The Wyoming Public Service Commission (Commission) approved the Application of Columbine Telephone Company, Inc., d/b/a Silver Star Communications (Silver Star or the Company) for authority to revise its Price Schedule No. 4, effective June 15, 2021, subject to notice, protest, intervention, refund, change, further investigation, opportunity for hearing and further order of the Commission.

The revision changes the Company's terms for facilities (line) extensions. Extensions (along public roads or on private property) not exceeding 500 feet will be furnished at a flat fee of \$350.00 per application. Where the total extension exceeds 500 feet, the applicant will pay the flat fee of \$350.00 plus the actual cost of the facilities (line) extension exceeding the 500 feet prior to construction. This change replaces the prior facilities

ties (line) extension allowance of up to \$1,600.

This is not a complete description of the approved price schedule. You may review the price schedule during business hours at the Commission's offices in Cheyenne and at <https://psc.wyo.gov>.

Anyone desiring to file a statement, intervention petition, protest or request for a public hearing in this matter must file in writing with the Commission on or before October 1, 2021. A proposed intervention or request for hearing must set forth the grounds under which it is made and the position and interest of the petitioner in this proceeding.

If you wish to participate in this matter and you require reasonable accommodation for a disability, call the Commission at (307) 777-7427 or 2515 Warren Avenue, Suite 300, Cheyenne, Wyoming 82002. Communications impaired persons may also contact the Commission through Wyoming Relay at 711. Please mention Docket Number 70016-56-TT-21.

Dated: September 7, 2021.
Publish: 09/15, 09/22/21

MELODY RANCH IMPROVEMENT AND SERVICE DISTRICT NOTICE OF INTENT TO DISCONNECT WATER TO CERTAIN RESIDENCES

Notice is hereby given that the Melody Ranch Improvement and Service District intends to disconnect water service to the following properties, effective on the dates listed below:

Owner	Address
Date of Disconnect	
1. Dana Gatt	4239 Melody Ranch Dr
September 27, 2021	

Pursuant to Rule 2.6 of the Rules and Regulations of the Melody Ranch Improvement and Service District (the "Rules"), water to the above-listed properties is being disconnected for the owners' failure to make payment on delinquent accounts. In addition to disconnection of water service, all unpaid charges shall constitute a perpetual lien on your property until paid and may be foreclosed as set forth in Rule 2.5 of the Rules and as allowed by Wyoming law. In the event of foreclosure, a delinquent property owner is also liable for costs of collection, including interest and a reasonable attorney's fee.

Melody Ranch Improvement and Service District
Bob Hammond, President
Publish: 09/15/21

• FORECLOSURES •

NOTICE OF MORTGAGE FORECLOSURE BY ADVERTISEMENT AND SALE

You are hereby notified that Jackson Lender LLC, an Illinois limited liability company ("Lender"), intends to foreclose upon the below described mortgage granted and given to Lender by TRS Capital Ventures LLC, a Delaware limited liability company ("Borrower"), on November 10, 2020, and recorded in the Office of the Teton County Clerk, Teton County, Wyoming, on November 12, 2020, as Document No. 01002867 (the "Mortgage").

The Mortgage burdens real property located in Teton County, Wyoming, described as follows: Lot 52 of The Ridge at Spring Creek Ranch, a subdivision of Teton County, Wyoming, according to that plat recorded with the Clerk of Teton County, Wyoming, on October 3, 2000, as Plat No. 998.

PIDN 22-41-16-21-1-16-006

Together with all improvements situated thereon and all fixtures and appurtenances thereto, as well as all personal property contained therein or thereon owned by Borrower (collectively the "Property").

The Mortgage secures that certain Promissory Note dated November 12, 2020, given by Borrower to Lender in the original principal amount of \$10,750,000.00 (the "Promissory Note").

The Promissory Note is now due and payable in full. Lender, as holder of the Promissory Note and Mortgage, has elected to declare the entire balance due and payable and to exercise its power to foreclose the Mortgage by advertisement and sale as provided in the Mortgage and under applicable law.

No suit or proceeding has been instituted at law to recover the debt secured by the Mortgage, or any part thereof.

Therefore, take notice that, pursuant to the terms of the Mortgage and laws of the State of Wyoming, the Mortgage will be foreclosed, and the Property will be sold for cash at public auction by the Teton County Sheriff on Thursday, October 14, 2021, at the hour of 10:00 o'clock a.m. inside the front door of the Teton County Courthouse, 180 South King, Jackson, Wyoming. All bids will be considered, and Lender is entitled to attend the foreclosure sale and bid on the Property.

The amount due and owing to Lender as of the first date of publication of this notice is \$10,955,324.98 (including the application of certain reserves currently held by Lender), together with attorneys' fees and foreclosure costs and expenses. The proceeds of the foreclosure sale will be applied to the following: outstanding principal: \$10,750,000.00; outstanding interest: \$43,000.00; outstanding secondary interest: \$243,666.67; and exit fee: \$215,000.00. Interest continues to accrue at \$7,166.67 per day, plus, additional attorney's fees, foreclosure costs and expenses.

The Property being foreclosed on may be subject to other liens and encumbrances that will not be extinguished at the sale and any prospective purchaser should research the status of title before submitting a bid.

DATED September 15, 2021

Christopher Hawks, P.C.
Hawks & Associates LC
P.O. Box 4430
199 East Pearl Avenue, Suite 103
Jackson, WY 83001
Publish: 09/15, 09/22, 09/29, 10/06/21

• CONTINUED PUBLICATIONS •

Notice is hereby given that on Wednesday, September 15th, 2021. The undersigned, Storage Stables, 3400 South US Hwy 89, (307) 733-6876, in the city of Jackson, county of Teton, state of Wyoming, will sell by Competitive Online bidding at www.storageauctions.net (search auctions in zip code 83001) the personal property heretofore stored with the undersigned by:

Jason Sterna
P.O. Box 7601
Jackson, Wyoming 83002
Storage Unit # 241

Nik Omarzu
248 3rd Street # 921
Oakland, California 94607
Storage Units # 903 and 919
Publish: 09/08, 09/15/21

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 Avail Valley Construction-WY, LLC, The Contractor, on Highway Project Number ARS3975, PEG2131, PEG3A24 in Lincoln, Sublette, Sweetwater, Teton and Uinta Counties, consisting of crushing and stockpiling of crushed surfacing material, salt mixing of designated stockpiles 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 October 19, 2021.

Publish: 09/08, 09/15, 09/22/21

PUBLIC NOTICE

Pursuant to the Wyoming Administrative Procedure Act and the Wyoming Public Service Commission's (Commission) Procedural Rules and Special Regulations, notice is hereby given of the Application of Lower Valley Energy, Inc. (Lower Valley), to amend its Service Interruptions tariff to provide that members assume liability for losses related to power outages and voltage fluctuations.

Lower Valley is a public utility as defined by Wyo. Stat. § 37-1-101(a)(vi)(C), subject to the Commission's jurisdiction pursuant to Wyo. Stat. § 37-2-112.

On August 13, 2021, Lower Valley filed its Application requesting authority to amend its Service Interruptions tariff to provide that members assume liability for losses related to power outages and voltage fluctuations.

This is not a complete description of the Application. Interested persons may inspect the Application at Lower Valley's Wyoming business office located at 236 North Washington Street, Afton, Wyoming and at the Commission's offices in Cheyenne, Wyoming, during regular business hours.

Anyone desiring to file a public comment, statement, intervention petition, protest or request for a public hearing in this matter must so file with the Commission in writing on or before September 27, 2021. Any intervention request filed with the Commission shall set forth the grounds of the proposed intervention or request for hearing as well as the position and the interest of the petitioner in this proceeding.

If you wish to intervene in this matter or request a public hearing which you will attend and you require reasonable accommodation for a disability, call the Commission at (307) 777-7427 or write to the Commission, 2515 Warren Avenue, Suite 300, Cheyenne, Wyoming 82002. Communications-impaired persons may contact the Commission through Wyoming Relay at 711. Please mention Docket No. 10012-69-CT-21 in your communications.

Dated: August 27, 2021.
Publish: 09/08, 09/15/21

The Jackson Hole Airport Board will hold its regularly scheduled Board meeting on September 15, 2021, commencing at 9:00 a.m. in the Teton County Commissioners Chambers. The meeting can be viewed via live stream and public comment may be provided during the meeting through the WebEx link at www.jacksonholeairport.com.
Publish: 09/08, 09/15/21

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Jackson Hole Community Housing Trust 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 2 COMMERCIAL UNITS & 24 RESIDENTIAL UNITS. The project is located on 0.405 acres, generally described as a Tract of Land located within the SW1/4SW1/4, Section 27, Township 41 North, Range 116 West, street address is 174 King Street. The site is accessed from

• Public Notices •

King Street and will be named 174 KING STREET CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON.
Publish: 09/08, 09/15/21

Public Notice

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

IN AND FOR TETON COUNTY, WYOMING

IN THE MATTER OF THE ESTATE OF

ROBERT DEAN ROBERTSON, Deceased

Probate No. 3395

NOTICE OF PROBATE

TO ALL PERSONS INTERESTED IN SAID ESTATE: You are hereby notified that on the 20th day of August, 2021, the estate of the above-named decedent was admitted to probate by the above-named court, and that Trudy Robertson and David Robertson were appointed Co-Personal Representatives thereof. Notice is further given that all persons indebted to the decedent or his estate are requested to make immediate payment to the undersigned at c/o King and King, LLC, P.O. Box 40, 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 the said Court, on or before three 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: August 26, 2021

Co-Executor: Trudy Robertson /s/

Publish: 09/01, 09/08, 09/15/21

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT
TETON COUNTY, WYOMING

IN THE MATTER of the Adoption of)

M. R. G. J., AND,
A.Z.G.J.,)

Adoption No. 423

Minor Child.)

NOTICE OF PETITION TO ADOPT

NOTICE TO RESPONDENT: RODRIGO MEJORADA CORONA

RESPONDENT'S CURRENT ADDRESS: Address Unknown.

You are hereby notified that Petitioners, have filed a *Petition to Adopt a Minor Children*, Adoption No. 423 in the Teton County District Court for the Ninth Judicial District, whose address is: 180 S. King Street, 2nd Floor, P.O. Box 4460, Jackson, WY 83001.

Unless you file an *Answer* or otherwise respond to the *Petition to Adopt a Minor Children* referenced above within 30 days following the last date of publication of this *Notice*, a Default Judgment will be taken against you and the party's request may be granted.

DATED this 19 day of August, 2021.

BY CLERK OF COURT:

Dep. Jere Smith
Clerk of District Court / Deputy

Publish: 09/01, 09/08, 09/15, 09/22/21

WYOMING DEPARTMENT OF TRANSPORTATION

LEGAL NOTICE

INVITATION TO BID

The Wyoming Department of Transportation will receive bids electronically through Public Purchase until 11:00 A.M., Mountain Time on October 6, 2021, at which time they will be publicly opened and read for FURNISHING JANITORIAL MAINTENANCE AT THE STAR VALLEY REST AREA. A MANDATORY Pre-Bid Inspection will be held at 11:00 a.m., Mountain Time on Wednesday, September 22, 2021 at the Star Valley Rest Area, Highway 89, between Afton and Thayne, Wyoming. Only bids received on Wyoming Department of Transportation bid forms will be considered. Bid forms and further information may be obtained, without charge, by going to <http://www.publicpurchase.com>, logging in and clicking on Bid No. 21-192AC. You must be registered with Public Purchase to log in and view bids. If you are not registered, click on the "free registration" button and follow the registration instructions. The registration process takes up to 24 hours, so signing up right away is recommended.

BY: CORI SCHRINAR

PROCUREMENT SERVICES MANAGER

Publish: 09/01, 09/08, 09/15/21

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DECLARATION OF CONDOMINIUM

for

174 NORTH KING STREET CONDOMINIUMS

DRAFT

Declaration of Condominium for 174 North King Street Condominiums

This DECLARATION OF CONDOMINIUM FOR 174 NORTH KING STREET CONDOMINIUMS (this “Declaration”) is made this ____ day of _____, 20__, by Jackson Hole Community Housing Trust (“JHCHT”), a Wyoming nonprofit corporation (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 174 North King Street Condominiums Addition to the Town of Jackson 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 the 174 North King Street Condominiums Addition to the Town of Jackson as a condominium community. Capitalized terms used herein but not defined shall have the respective 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.

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. The Governing Documents create a general plan of development for the Project that may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any additional covenants or restrictions, the more restrictive provision shall control; provided, however that in the event of a conflict between or among any Governing Document and the Special Restrictions, the Special Restrictions shall take precedence. 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. The 174 North King Street 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 Commercial Unit. Those Units designated as Commercial Units 101 and 102 on the Condominium Plat, each of which will be used by its Occupants only for Commercial Uses as such terms are defined in Section 4.3 hereto.

2.6 Common Elements. The General Common Elements, Limited Common Elements, Limited Common Elements–Commercial, Limited Common Elements–Residential, Limited Common Elements–Storage, Limited Common Elements–Parking, and Limited Common Elements–Deck 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.

2.7 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.

2.8 Community-Wide Standard. The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall be established initially by the Declarant and may be more specifically defined in the Master Rules and Regulations, and in Board resolutions.

2.9 Declarant. Jackson Hole Community Housing Trust, a Wyoming non-profit corporation, and its successors or assigns.

2.10 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, and the Special Restrictions, as they may be amended.

2.11 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 lobbies and corridors not designated as LCE; (ii) all appurtenances; (iii) all pipes, ducts, flues, chutes, conduits, wires and other utility installations, including water, sewer and stormwater services from the Town of Jackson’s mains, 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.”

2.12 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.”

2.13 Limited Common Elements – Commercial. Those Limited Common Elements for the use of the Commercial Units as may be described herein and as shown on the Condominium Plat. Limited Common Elements – Commercial may also be referred to herein and on the Condominium Plat as “Limited Common Element – Commercial,” “LCE – Commercial,” “LCE – C” or “Commercial Limited Common Elements.”

2.14 Limited Common Elements - Deck. Those Limited Common Elements for the exclusive use of one or more Condominium Unit(s) 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 – Deck may also be referred to herein and on the Condominium Plat as “Limited Common Elements – Deck,” “LCE – Deck,” “LCE – D” or “Deck Limited Common Elements.”

2.15 Limited Common Elements – Parking. Those Limited Common Elements for the exclusive use of one or more Unit(s) as parking as designated by the Declarant herein and/or 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 Element – Parking,” “LCE – Parking,” “LCE – P” or “Parking Limited Common Elements.” For purposes of the Plat, and until such time as the right to use the same are transferred and assigned to the Owner of an individual Condominium Unit, such areas shall be designated “LCE-P (To Be Assigned).”

2.16 Limited Common Elements – Residential. Those Limited Common Elements for the use of the Residential Units as may be described herein and as shown on the Condominium Plat. Limited Common Elements – Residential may also be referred to herein and on the Condominium Plat as “Limited Common Element – Residential,” “LCE – Residential,” “LCE – R” or “Residential Limited Common Elements.”

2.17 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.” For purposes of the Plat, and until such time as the right to use the same are transferred and assigned to the Owner of an individual Condominium Unit, such areas shall be designated “LCE-S (To Be Assigned).”

2.18 Limited Common Expense. A Common Expense that does not benefit all Units, such as those expenses incurred with respect to the Limited Common Elements.

2.19 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.

2.20 Member. A Person subject to membership in the Association pursuant to Section 6.2.

2.21 Mortgage. Any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

2.22 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.

2.23 Occupant. Any person or persons in possession of a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or persons.

2.24 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.

2.25 Person. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.26 Plat or Final Plat or Condominium Plat. The Final Plat of 174 North King Street Condominiums Addition to the Town of Jackson 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.

2.27 Public Records. The official records of the County Clerk of Teton County, Wyoming.

2.28 Residential Unit. Those certain Units designated as Residential Units 201 – 212 and 301 - 312 on the Condominium Plat, each of which shall be occupied and used by Unit Owners and Occupants for residential purposes only.

2.29 Special Assessment. Assessments levied in accordance with Section 8.4.

2.30 Special Restrictions. The Jackson Hole Community Housing Trust 174 North King Street Special Restriction recorded against each Residential Unit.

2.31 Specific Assessment. Assessments levied in accordance with Section 8.5.

2.32 Supplemental Declaration. An instrument filed in the Public Records Declaration pursuant to Article IX that imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.33 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 perimeter 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 if any.

3.2 Rule Making Authority.

(a) The Board may 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 mail to all Owners concerning any such proposed action as 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. 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) Alternatively, 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 and agrees 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.

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 decks), 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 first floor of the Building in a location to be determined by the Board.
- (b) During the time of construction of any improvement, job identification signs having a maximum face area of six (6) square feet per sign and of a type usually employed by contractors, subcontractors and tradesmen.
- (c) Those signs protected by law as set forth in Section 3.5.
- (d) Those signs permitted by the reserved right of Declarant and its agents pursuant to Section 9.4.
- (e) The Owner of a Commercial Unit shall have the right to place signage on the door (and on the wall adjacent to the door) to the Commercial Unit, including, but not limited to, agency mandated signage (stickers) on or near the doors of the Commercial Units provided such signage and/or stickers are facing (directed at) someone who is entering the Commercial Unit from the exterior of the building.
- (f) The Owner of a Commercial Unit shall be allowed to place signage in an exterior location on the Commercial Unit windows or doors in compliance with all laws. Such signage may indicate the name of the owner or tenant of the Commercial Units, together with a logo or trademark, but may not include any other supplemental information.

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 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 Development Regulations.

(d) **Activities Within Dwellings.** No rule shall interfere with the activities carried on within the confines of dwellings. 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) **Unsigntiness.** The Limited Common Elements, including Parking Spaces, Storage 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, trash containers or similar items without the prior written approval of the Association.

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, Household Pets are permitted in the Units in accordance with the Governing Documents. The term Household Pet(s) means generally recognized domestic animals such as dogs, cats, fish and birds. Household Pets may not be kept for any commercial purpose, may not be kept in unreasonable numbers, and may not cause an unreasonable amount of noise, odor, waste or do not otherwise become a nuisance to other Owners. All Owners or Occupants with Household Pets shall keep the animals restrained within the Common Elements in accordance with all applicable leash laws, and clean up after their Household Pet. The Association may require an Owner, at its own expense, to remove a 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 Residential 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; Storage Units.

(a) All parking and storage 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) The parking spaces ("Parking Spaces") and storage units ("Storage Units") are reserved by the Declarant until such time as the individual Parking Spaces and/or Storage Units shall be assigned by the Declarant. The Declarant may assign Parking Spaces and Storage Units 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 and Storage Units. Upon such assignment, such Parking Space and/or Storage Unit shall become LCE associated with, and available for the exclusive use of the Owner of said Unit, and such Parking Space and/or Storage Unit shall be appurtenant to that Owner's Unit. After assignment of Parking Spaces and/or Storage Units by the Declarant, the Board may establish rules concerning the use of the Parking Spaces and/or Storage Units. The Board shall not have any control over the use or disposition of those Parking Spaces and/or Storage Units not assigned to an Owner by the Declarant, unless such right has been assigned by the Declarant to the Association. The Board shall also have full power and authority to regulate the Parking Spaces and/or Storage Units on the Property.

(c) 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 LCE - Parking, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any LCE - Parking. Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on LCE - Parking 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.

(d) 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 Owner granted the exclusive right to the LCE- Parking on which the vehicle is located and to enter upon such Limited Common Element for such purpose, 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 Elements. 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, pipe, or other tobacco 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 Garage and Basement Access. Subject to the reservation of Declarant set forth in Section 9.2, only the Owners of those Units assigned and allocated LCE-Parking and LCE-Storage (and their tenants and invitees) shall be permitted to enter the garage and basement areas where such parking and storage is located. The Owners of such Units (and their tenants and invitees) shall use the LCE-Parking and LCE-Storage assigned and allocated to each Unit in accordance with the provisions of this Declaration and the Master Rules and Regulations.

3.11 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 only to the extent that such gas fires are not prohibited by any insurance policy maintained by the Association for the Property. In no event may charcoal grills, outdoor chimneys (or chimineas) or fire pits be permitted on the Properties. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property.

3.12 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-Deck: window boxes, hammocks, bird feeders, plastic flower/plant containers, umbrellas, sunshades, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment), trash containers, decorative flags, prayer flags, screens, outside clothing lines or other outside clothes drying or airing facilities, string lighting, children’s toys or equipment, hot tubs or any similar items. For each violation of this Section, the Association may assess a penalty of \$200.00 per violation in addition to the other remedies set forth in this Declaration.

3.13 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-Deck. 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; RESTRICTIONS ON USE; MAINTENANCE AND REPAIR BY OWNERS

4.1 General.

(a) **Residential Units.** The Owner of a Residential Unit shall not make any improvements or modifications to such Unit unless in accordance with the Special Restrictions applicable to such Unit.

(b) **Commercial Units.** The Owner of a Commercial Unit may remodel, paint or redecorate the interior of such Unit without approval of the Board, but any modifications to the portions of the Commercial Unit visible from outside of the Unit shall require the prior approval of the Board.

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.

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) **Town Land Use Regulations.** Conformity with any and all applicable land use regulations of the Town of Jackson, Wyoming shall be required, in addition to the requirements of this Declaration.

(b) **Authorized Use for Residential Units.** Residential use shall be permitted in Residential Units, together with the keeping of Household Pets subject to the limitations set forth in this Declaration.

(c) **Authorized Use for Commercial Units.** Subject to any further restrictions and exclusives filed by Declarant pursuant to Article IX, the Commercial Units may be used only for office use, retail use, or any other use approved by the Board. For purposes of this provision, “office” and “retail” shall have the definitions set forth in the Town of Jackson Land Development Regulations effective as of March 6, 2019.

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. Each Owner shall remove all snow, leaves and debris from the decking 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. Notwithstanding anything herein to the contrary, the responsibility to maintain the staining and/or painting of the decking 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.

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 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.

5.8 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 [X] as shown on the Final Plat of 174 North King Street Condominiums Addition to the Town of Jackson appearing in the Records in the Office of the Teton County Clerk as Plat No. [X] as defined and described in Declaration of Condominium for 174 North King Street Condominiums recorded in the Records in the Office of the Teton County Clerk, in Book [X] of Photo at Pages [X] to [X], and all amendments or supplements thereto.

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.

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 Elements. 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"** in the column Ownership Percentage of Common Elements attached hereto. All votes shall be cast as follows:

(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 Article IX. 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 by Association.

(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, stairwells, driveways, foyers, trees and sidewalks.

(c) The Association shall maintain and repair all LCE-Parking.

(d) The Association shall maintain and repair all foyers, hallways, lobby and stairwells within the Limited Common Elements.

(e) The Association shall maintain and repair all LCE – Storage.

Any expense associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace within the General Common Elements 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 and replacement of items within the Limited Common Elements shall be assessed as a Specific Assessment against the Units to which the Limited Common Element is assigned. If the Limited Common Element is jointly assigned to more than one Unit, such expense shall be prorated among such Units based on the applicable ownership percentage provided in **Exhibit "A"**. For example, the maintenance of LCE-Commercial designated to the Commercial Units

shall be expenses specifically assessed against the Commercial Units in proportion to each such Unit's ownership percentage of the LCE-Commercial.

7.3 **Insurance.**

(a) **Required Association Coverage.** 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 the Common Elements as defined herein and the equipment, supplies and other personal property of the Association. 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 Common Elements under current building ordinance and codes. The Association is not responsible for insuring the Units.

(ii) Commercial general liability insurance to insure the Common Elements, 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 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)-(iii), above, the Association shall obtain Directors and Officers insurance 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 shall be assessed by the Board as a Common Expense and shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as the Trustee for the Unit Owners. Premiums for all of the foregoing insurance carried by the Association are a Common Expense included in the assessments made by the Association, the cost of which shall be shared among the Unit Owners according to those percentages set forth on **Exhibit "A"**. The insurance proceeds shall be used by the Board for repair or replacement of the Common Elements for which the insurance was carried or otherwise disposed of as hereinafter provided.

(b) **Association 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. 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;
- (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 as set by the Board;
- (v) Include an agreed amount endorsement if the policy contains a co-insurance clause;
- (vi) Waive the right of any Unit Owner or the Association to subrogate against another Unit Owner or the Association;
- (vii) Provide that any cancellation, invalidation, suspension or non-renewal must be in compliance with Wyoming State Law; provide that recovery under the Policy related to an act or omission of one or more individual Owners must be in compliance with Wyoming State Law;
- (viii) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

- (i) Any insurance maintained by the Association shall contain "waiver of subrogation" as to the Association and its officers, Directors and Members, the Owners and Occupants of the Condominiums (including Declarant) and Mortgagees, and, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. All individually owned insurance shall contain a waiver of subrogation as to the Association and its officers, directors and Members, the Owners and Occupants of the Condominiums and Mortgagees, and all Members are deemed to have waived subrogation rights as to the Association and/or other Members, whether or not their policies so provide.

(ii) 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). In no event shall an Owner of a Residential Unit receive proceeds in excess of the "Transfer Price" determined pursuant to the Special Restrictions.

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) **Unit Owner's Insurance Obligations.** Each Owner 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) **Property Insurance.** Each Unit Owner shall be responsible for obtaining insurance at Owner's expense covering "risk of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for the Owner's Unit including all structures from the studs in as bounded by the interior surfaces of the perimeter walls, floors, ceilings, interior window panes and interior frames, interior doors and interior door frames, and trim including: (a) all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces; (b) all interior partitions, interior doors, interior surfaces of door frames and all other fixtures and improvements within the boundaries of the Unit; (c) 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 (d) all heating, hot water and air conditioning apparatus exclusively serving the Unit. Each insurance policy obtained by a Unit Owner shall have policy limits

sufficient to cover the full replacement costs of the Unit as described herein under current building ordinance and codes and the replacement will be consistent with like-kind and quality materials.

(ii) Personal Liability Insurance. Each Unit Owner shall obtain, at Owners' expense, Personal Liability Insurance to insure Unit Owners for damage or injury caused by the negligence of the Owner or any of its guests.

(iii) All individually owned insurance shall contain a waiver of subrogation as to the Association and its officers, directors and Members, the Owners and Occupants of the Project and Mortgagees, and all Members are deemed to have waived subrogation rights as to the Association and/or other Members, whether or not their policies so provide.

7.4 Compliance and Enforcement.

(a) Every Owner and Occupant of a Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents 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:

- (i) 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
- (ii) 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 city 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 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 attorneys' 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 8.3. 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 8.7 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 cost to maintain and replace Limited Common Element – Decks on the second floor of the Project shall be Common Expenses because they serve as roofs. To account for limited use of the interior common areas and elevator by the Commercial Units, the liability for expenses related to such areas shall be allocated to each Unit in accordance with those percentages set forth on Exhibit “A” in the column titled Interior Common Area and Elevator Allocation.

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 the limitation on increases of assessments provided for in Section 8.6 applies.

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 8.6.

8.3 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.

8.4 Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.6, 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 Units. 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.

8.5 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Unit or a limited number of Units as follows, which may be levied in advance:

- (a) To cover the cost of providing services to a specific Unit or Units including the cost of services allocated exclusively to Limited Common Elements; 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 (including payment of insurance deductibles on policies held by the Association); 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.

8.6 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 ten percent (10%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

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.

8.7 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 8.8, 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 monthly or 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 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.

8.8 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 8.9 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.

8.9 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, any first Mortgagee that obtains title to a Unit after the sale or transfer of any Unit pursuant to foreclosure (or deed in lieu of foreclosure) shall not be subject to any lien amounts that represent more than six (6) months of unpaid charges relating to the Unit (including assessments and costs related to the collection of the unpaid dues) in question that arose prior to such sale or transfer. Any unpaid assessments associated with the foregoing (those lien amounts that represent more than six (6) months of unpaid charges) shall be deemed to be Common Expenses collectible from Owners of all Units and the lien shall be extinguished with respect to such lien amounts that represent more than six (6) months of unpaid charges.

Notwithstanding the foregoing, after any such 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. Except as otherwise provided above as to holders of first Mortgagees that obtain title to a Unit after the sale or transfer

of any Unit pursuant to foreclosure (or deed in lieu of foreclosure) or by applicable law, no sale or transfer of any Unit shall: (a) 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 (b) 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 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. Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such 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. 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.

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.

9.6 Right to Assign Limited Common Elements – Parking and Limited Common Elements - Storage. Declarant hereby reserves the right to assign LCE-Parking and LCE- Storage to specific Units by filing Supplemental Declarations in the Public Records.

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 Community Standards. 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.

9.11 Right to Allocate Exclusive Use Rights to a Unit. The Declarant hereby reserves the right to create additional restrictions on the uses of all or any portion of the Units through separate recorded instruments, it being the intent of the Declarant to provide exclusive use rights appurtenant to certain Units at the sole option of Declarant.

9.12 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 9.12 and expressly consents thereto.

9.13 Termination of Rights. The rights contained in this Article shall not terminate until the Declarant, or any person affiliated 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.

9.14 Right to Cure Alleged Defects. It is Declarant's intent that all improvements constructed or made by Declarant in the Project be built or made in compliance with all applicable building codes and ordinances and that such improvements be of a quality that is consistent with the Community-Wide Standard. 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 responsibility therefor. It is Declarant'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 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 or its 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 hereby reserves the right to inspect, repair and/or replace such Alleged Defect as set forth herein.

(b) **Notice to Declarant.** In the event that a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant in writing, at the address at which Declarant maintains its 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 of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect by Declarant, as part of Declarant’s reservation of rights, Declarant 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, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Declarant shall be entitled to take any actions as it 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 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 a Notice of Alleged Defect and (2) Declarant has, within ninety (90) days after its 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 sixty-six percent (66%) of the Owners and not less than sixty-six percent (66%) of the Mortgagees. In no event will Declarant 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 to inspect, repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated under applicable law. The right of Declarant 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 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, 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 Elements 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. The President of the Association and the Building Property Manager (if any) shall each have a master key to all Units for the purpose of gaining access to any Unit for repairs, maintenance and emergencies as provided herein. 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 specific amendment rights granted elsewhere in this Declaration, until the conveyance of eighty percent (80%) of the Units to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose; provided, however, that the Declarant may not amend or repeal this Declaration in a manner that materially affects the rights of the Owners of the Commercial Units without the approval of the Owners of the Commercial Units. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guaranty mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency, (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.

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. Notwithstanding the foregoing, Members may not amend this Declaration in a manner that adversely affects the Owners of the Commercial Units without the approval of the Owners of the Commercial Units, and the Members shall obtain written consent of Mortgagees that represent at least fifty-one percent (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 sixty (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 sixty (60) day period.

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 Address; Notice; Implied Approval of Mortgagees and Guarantors. Each Owner shall register his/her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Association Bylaws. 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. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the United States mail in the form 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.

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 Obsolescence

(a) **Adoption of a Plan.** Owners representing an aggregate of three-fourths or more of the voting rights of the Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction provided such Owners also obtain written consent for such obsolescence and plan from mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record. Written notice of adoption of such a plan shall be given to all Owners and Mortgagees. Such plan shall be recorded in the records of the Clerk of Teton County, Wyoming.

(b) **Payment for Renewal and Reconstruction.** The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Units. These assessments shall be levied in advance pursuant to this Declaration and shall be allocated and collected as provided for the allocation of expenses of Common Elements in Article VIII. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

(c) **Sale of Obsolete Units.** The Owners representing an aggregate of three-fourths or more of the total voting rights of the Association may agree that the Condominium Units are obsolete and that the Project should be sold. Such an agreement must have the additional approval of mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Plat and the Association Bylaws. The sale proceeds shall be apportioned among the Owners of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit "A"** attached hereto, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such

accounts without contribution from one account to the other, 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) **Distribution of Excess.** In the event amounts collected are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner (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) in an amount proportionate to the respective amount collected from each such Owner; provided, however that any such distribution shall be subject to the provisions of the Special Restrictions governing the Residential Units and in no event shall an Owner of a Residential Unit receive distributions in excess of the "Transfer Price" determined pursuant to the Special Restrictions.

13.10 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 and subject to the Special Restrictions in the case of the Residential Units, 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, and subject to the Special Restrictions in the case of the Residential Units, 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; provided, however, that the provisions of the Special Restrictions shall govern distributions to Owners of Residential Units and in no event shall an Owner of a Residential Unit receive distributions in excess of the "Transfer Price" determined pursuant to the Special Restrictions.

(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. Any allocation to the Owner of the Residential Units shall be subject to the provisions of the Special Restrictions and in no event shall an Owner of a Residential Unit receive allocations in excess of the "Transfer Price" determined pursuant to the Special Restrictions.

(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 three-fourths 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.

13.11 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; and
- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

13.12 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.

13.13 Negotiation and Mediation. The provisions of this Section 13.13 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.

13.14 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.

[Signature Page Follows]

DRAFT

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

Declarant:

Jackson Hole Community Housing Trust,
a Wyoming nonprofit corporation

By: _____
Berte Hirschfield, President

By: _____
Dale Hoyt, Secretary

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Berte Hirschfield the President of the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, this ____ day of _____, 20__.

Witness my hand and official seal.

Notary Public
My commission Expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Dale Hoyt the Secretary of the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, this ____ day of _____, 20__.

Witness my hand and official seal.

Notary Public
My commission Expires:

**EXHIBIT “A”
TO CONDOMINIUM DECLARATION**

Unit Number	Ownership Percentage of Common Elements¹	Ownership Percentage of LCE Commercial	Ownership Percentage of LCE Residential	Interior Common Area and Elevator Allocation
Commercial Units				
101	5.12%	48.98%	0.00%	1.02%
102	5.33%	51.02%	0.00%	1.07%
Residential Units				
201	3.38%	0.00%	3.77%	3.69%
202	4.62%	0.00%	5.16%	5.05%
203	3.14%	0.00%	3.50%	3.43%
204	3.14%	0.00%	3.50%	3.43%
205	3.15%	0.00%	3.52%	3.44%
206	5.28%	0.00%	5.90%	5.77%
207	5.87%	0.00%	6.55%	6.41%
208	3.15%	0.00%	3.52%	3.44%
209	3.14%	0.00%	3.50%	3.43%
210	3.14%	0.00%	3.50%	3.43%
211	3.56%	0.00%	3.98%	3.90%
212	3.22%	0.00%	3.60%	3.52%
301	3.38%	0.00%	3.77%	3.69%
302	4.62%	0.00%	5.16%	5.05%
303	3.14%	0.00%	3.50%	3.43%
304	3.14%	0.00%	3.50%	3.43%
305	3.15%	0.00%	3.52%	3.44%
306	5.28%	0.00%	5.90%	5.77%
307	5.87%	0.00%	6.55%	6.41%
308	3.15%	0.00%	3.52%	3.44%
309	3.14%	0.00%	3.50%	3.43%
310	3.14%	0.00%	3.50%	3.43%
311	3.56%	0.00%	3.98%	3.90%
312	3.22%	0.00%	3.60%	3.52%

¹ Subject to change with Final Plat

LETTER OF AUTHORIZATION

Town of Jackson _____, "Owner" whose address is: P O Box 1687
Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property
more specifically legally described as: 174 North King St, Jackson WY, 83001, see attached property description

(If too lengthy, attach description)

HEREBY AUTHORIZES the Jackson Hole Community Housing Trust 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: Town Manager

(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 Larry Pender this 5th day of
March, 2020.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires: 2-10-23



EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land located in the SW¼SW¼, Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, described as follows:

Beginning at a point which lies East 50.0 feet and North 60.0 feet from the NW corner and corner number 2 of the Van Vleck Second Subdivision to the Town of Jackson, Wyoming;

thence East, 125.0 feet to corner number 2;
thence North, 115.0 feet to corner number 3;
thence West, 125.0 feet to corner number 4;
thence South, 115.0 feet to corner number 1 and the Point of Beginning.

AND

A tract of land located in the SW¼SW¼, Section 27, T41N, R116W, 6th P.M., Teton County, Wyoming, described as follows:

Beginning at the Northeast Corner of Lot 5, Block 3 of the Clubhouse Addition to the Town of Jackson;
thence East, 60 feet to Corner No. 2;
thence North, 70 feet to Corner No. 3;
thence West, 30 feet to Corner No. 4;
thence South, 5 feet to Corner No. 5;
thence S 30°58'W, 58.31 feet to Corner No. 6;
thence South, 15 feet to Corner No. 1 and the Point of Beginning.

PIDN: 22-41-16-27-3-00-021

CERTIFICATE OF APPROVAL

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

The foregoing Subdivision, **174 North King Street Condominiums 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

Lynsey Lenamond, Clerk Hailey Morton Levinson, Mayor

Brian T. Lenz, Town Engineer Paul Anthony, 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 Lynsey Lenamond, 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 Paul Anthony, 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
County of Teton)

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 **174 NORTH KING STREET CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON**;

That this subdivision is hereby dedicated for condominium ownership, as recognized in accordance with Wyoming Statutes, Sections 34-20-101 through 34-20-104;

That access to the subdivision is from N King Street and through that beneficial public access, utility and maintenance easement adjacent to subject property as set forth in Instrument No. 1012023;

That this subdivision is subject to that Declaration of Condominium for **174 NORTH KING STREET CONDOMINIUMS** to be recorded concurrently with this plat;

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

That ownership of a condominium unit of this subdivision shall consist of a fee simple estate in an individual air space unit as shown on this plat together with an undivided fee simple interest in the common elements (GCE and LCE) as defined in said "Declaration of Condominium" to be recorded concurrently with this plat;

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

That the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non-exclusive easements for any purpose the undersigned deems necessary in, under and across the foregoing subdivision and easements shown on this plat, as may be amended by the terms of third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

That the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right, to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary, in, under, over, upon, and across the foregoing subdivisions, including, but not limited to, grading, installation, infrastructure, landscaping, utilities and roadway and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

That the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to create further easements for utility purposes within the foregoing subdivision;

That the Residential Units 201-212, and 301-312 of this subdivision are subject to the Jackson Hole Community Housing Trust 174 North King Street Special Restriction to be recorded concurrently with this plat;

That the foregoing subdivision is subject to or benefits from the following of record in the office of the County Clerk at the time of recordation of this plat:

An easement to Jackson Church of Christ, as recorded in Book 5 of Photos PG 18, records of Said Office;

The terms, conditions and provisions as contained in the Agreement entitled "Agreement", by and between Town of Jackson, a municipal corporation and Jackson Church of Christ, a non-profit corporation, as recorded in Book 707 Page 1005, records of Said Office;

An electrical easement to Lower Valley Energy, as recorded in Book 713 of Photos PG 567-569, records of Said Office;

An access easement to The Town of Jackson, a Wyoming limited liability company, as recorded in Book 713 of Photos PG 628-633, records of Said Office;

An access easement to Hoke & Co LLC, a Wyoming limited liability company, as recorded in Book 713 of Photos PG 634-639, records of Said Office;

An electrical easement to Lower Valley Energy, as recorded in Book 801 of Photos PG 176, records of Said Office;

A Right of Way Easement as recorded in Book 839 of Photos Page 72-80;

That the seller does not warrant to purchaser that he or she 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.

The Jackson Hole Community Housing Trust

BY:

State of Wyoming)
)ss.
County of Teton)

The foregoing instrument was acknowledged before me by
Witness my hand and official seal.

Notary Public

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)ss
County of Teton)

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 **174 NORTH KING STREET CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON**.

That this subdivision is located in the SW1/4 SW1/4, Section 27, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming, being the same as that land described and conveyed in that Warranty Deed appearing of record in Book 683 of Photo, Pages 374-375, records of Teton County, Wyoming and being more particularly described as follows:

Beginning at a point on the western right-of-way of N King St, bearing N54°44'04" E, a distance of 764.90' from the southwest corner of Section 27;
Thence N0°38'22" E along the said right-of-way, a distance of 115.03 feet;
Thence leaving said right-of-way N89°37'38" W, a distance of 154.97 feet;
Thence S0°22'22" W, a distance of 5.00 feet;
Thence S31°20'22" W, a distance of 58.30 feet;
Thence S0°22'22" W, a distance of 15.00 feet;
Thence S89°44'38" E, a distance of 59.71 feet;
Thence S0°23'34" W, a distance of 45.00 feet;
Thence S89°32'56" E, a distance of 124.73 feet to the Point of Beginning and containing 0.405 acres more or less.

Basis of bearing for this description is N0°38'22" E along the west line of N. King St Right-of-Way;

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 dimension and areas are correctly shown;

That all corners will be monumented as shown hereon.

Lucas D. Rudolph, Wyoming Professional Land Surveyor 15442

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

FIRST WESTERN TRUST BANK

Certificate of Mortgagee by separate affidavit

Owner and Subdivider:
The Jackson Hole Community Housing Trust
Box 4498
Jackson, Wyoming 83001

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

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton)ss
County of Teton)

I, Frederick P. Doster, hereby certify that the water distribution and sanitary sewer and storm water collection facilities designed for the foregoing subdivision are adequate and safe, and meet Federal, State, and Town of Jackson requirements if built as designed and operated correctly.

Frederick P. Doster, Wyoming Professional Engineer PE 16359

The foregoing instrument was acknowledged before me by Frederick P. Doster this _____ day of _____ 2021.

Witness my hand and official seal.

Notary Public

My commission expires:_____

THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS.

WATER, SEWER AND STORMWATER SERVICES FROM THE TOWN'S MAINS ARE PRIVATELY OWNED AND MAINTAINED.

PUBLIC OWNERSHIP AND MAINTENANCE OF SEWER AND STORMWATER MAINS ALONG THE NORTH AND WEST PROPERTY LINES

STORMWATER COLLECTION, TREATMENT, AND STORAGE ARE PRIVATELY OWNED AND MAINTAINED

NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS

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.

THE PROPERTY IS NOT LOCATED IN SEISMIC ZONE 3 FAULT LINE.

TOTAL ACREAGE: 0.405 ACRES (17,642 sq. ft.)

AREA OUTSIDE BUILDING LINE: 0.077 ACRES (3,336 sq. ft.)
AREA WITHIN BUILDING LINE: 0.328 ACRES (14,306 sq. ft.)

NUMBER OF COMMERCIAL UNITS: 2
NUMBER OF RESIDENTIAL UNITS: 24
TOTAL NUMBER OF CONDOMINIUM UNITS: 26

NUMBER OF UNITS PER ACRE: 0.02

SUBMITTAL DATE:
FINAL SUBMITTAL DATE:

SQUARE FOOTAGE OF CONDOMINIUM UNITS

COMMERCIAL UNIT

UNIT 101: 1,110 sq. ft.
UNIT 102: 1,156 sq. ft.

RESIDENTIAL UNITS

UNIT 201: 732 sq. ft. UNIT 301: 732 sq. ft.
UNIT 202: 1,002 sq. ft. UNIT 302: 1,002 sq. ft.
UNIT 203: 680 sq. ft. UNIT 303: 680 sq. ft.
UNIT 204: 680 sq. ft. UNIT 304: 680 sq. ft.
UNIT 205: 683 sq. ft. UNIT 305: 683 sq. ft.
UNIT 206: 1,145 sq. ft. UNIT 306: 1,145 sq. ft.
UNIT 207: 1,272 sq. ft. UNIT 307: 1,272 sq. ft.
UNIT 208: 683 sq. ft. UNIT 308: 683 sq. ft.
UNIT 209: 680 sq. ft. UNIT 309: 680 sq. ft.
UNIT 210: 680 sq. ft. UNIT 310: 680 sq. ft.
UNIT 211: 773 sq. ft. UNIT 311: 773 sq. ft.
UNIT 212: 699 sq. ft. UNIT 312: 699 sq. ft.

174 NORTH KING STREET CONDOMINIUMS ADDITION to the Town of Jackson

a condominium subdivision of
a tract of land

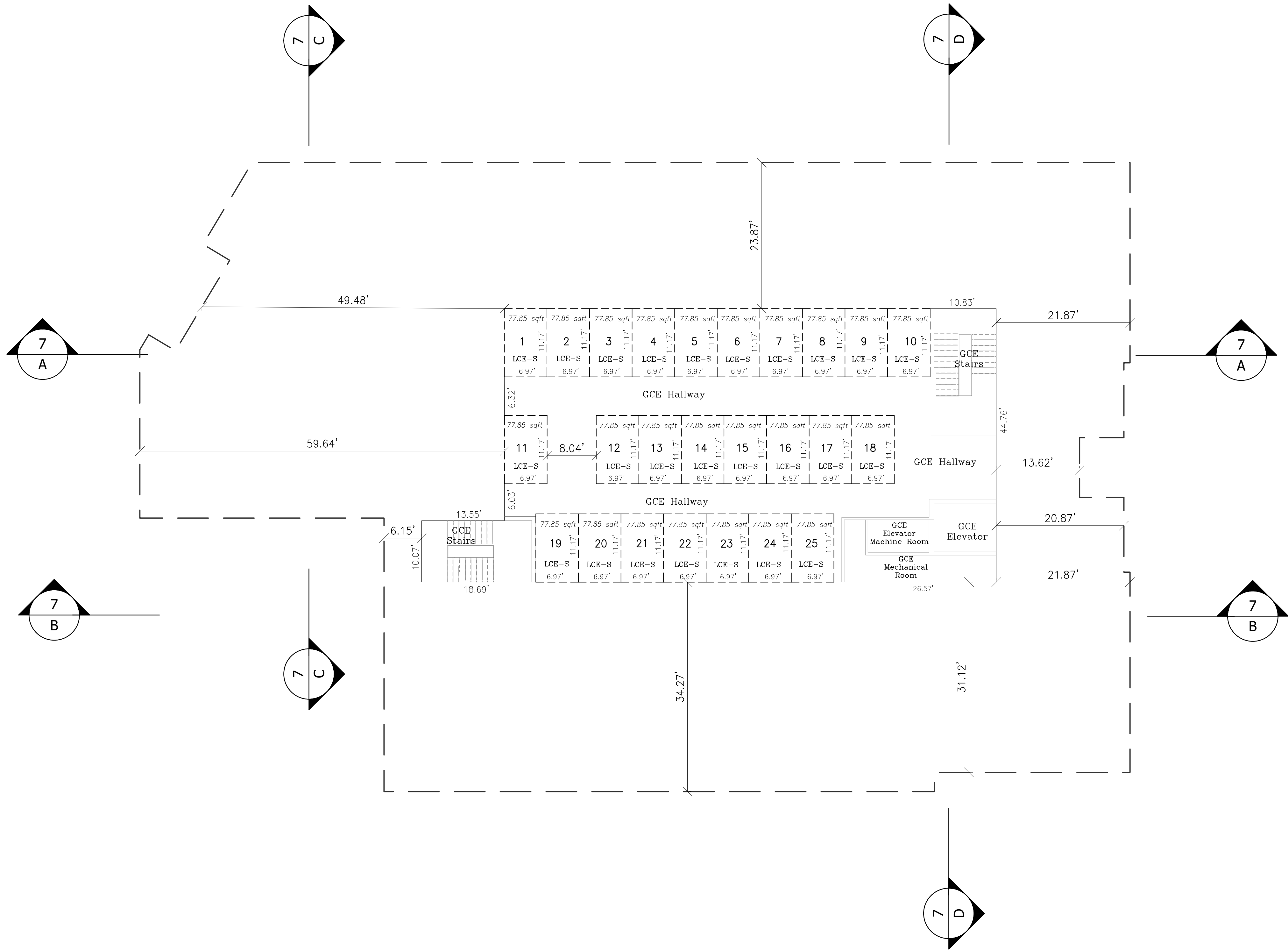
located within the
SW1/4 SW 1/4, Section 27,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO	JOB TITLE		DRAWING TITLE	DATE	11/8/2021	REV.
1 OF 7	174 NORTH KING STREET CONDOMINIUMS		CERTIFICATE SHEET	SURVEYED	WY	
				ENGINEERED	FD	
				DRAWN	AR	
				CHECKED	SK	
				APPROVED	LR	

NELSON

ENGINEERING

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

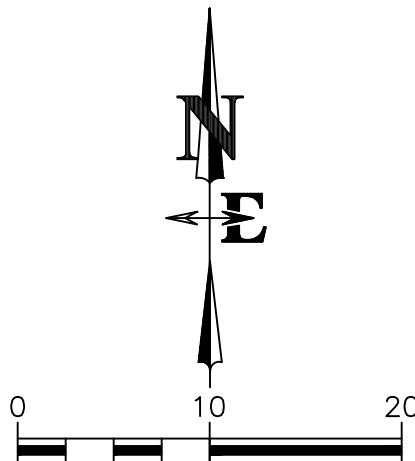


LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104 and the definitions contained within the Declaration of Condominium recorded concurrently with this plat.

- Unit Boundary/Wall Line
- General Common Element wall
- Limited Common Element to Unit
- Building footprint/foundation line as shown on Sheet 2 of this plat
- Interior wall line/not a Unit delineation/shown for illustrative purposes only
- Change in ceiling height
- *8.67' = Ceiling height above floor elevation
- FFE: 6224.70' = Basement Floor elevation
- GCE = General Common Element
- LCE-S = Limited Common Element Storage (to be assigned)
- LCE-P = Limited Common Element Parking (to be assigned)
- LCE-D = Limited Common Element Deck

- 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.



174 NORTH KING STREET CONDOMINIUMS ADDITION
to the Town of Jackson

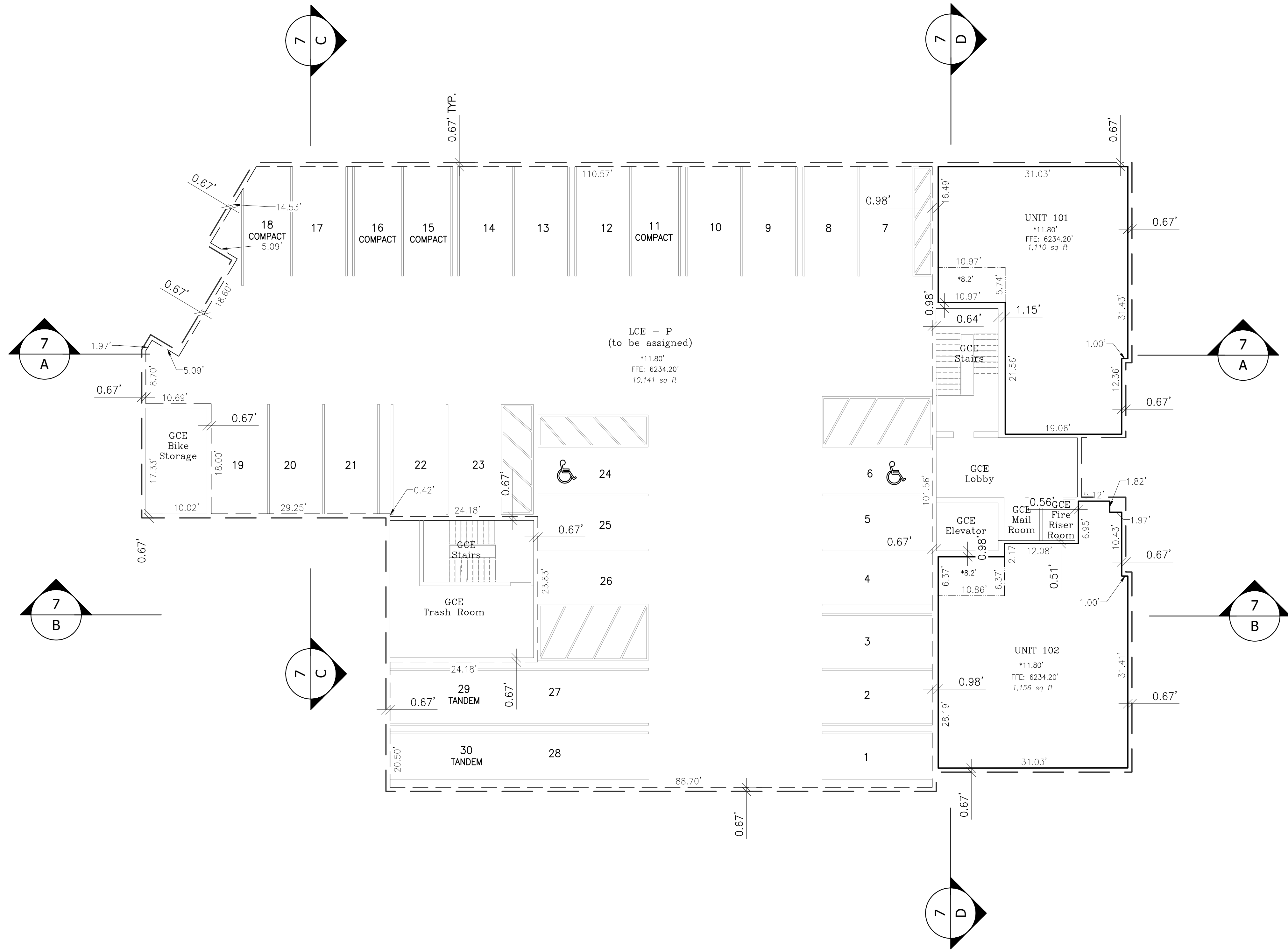
a condominium subdivision of
a tract of land

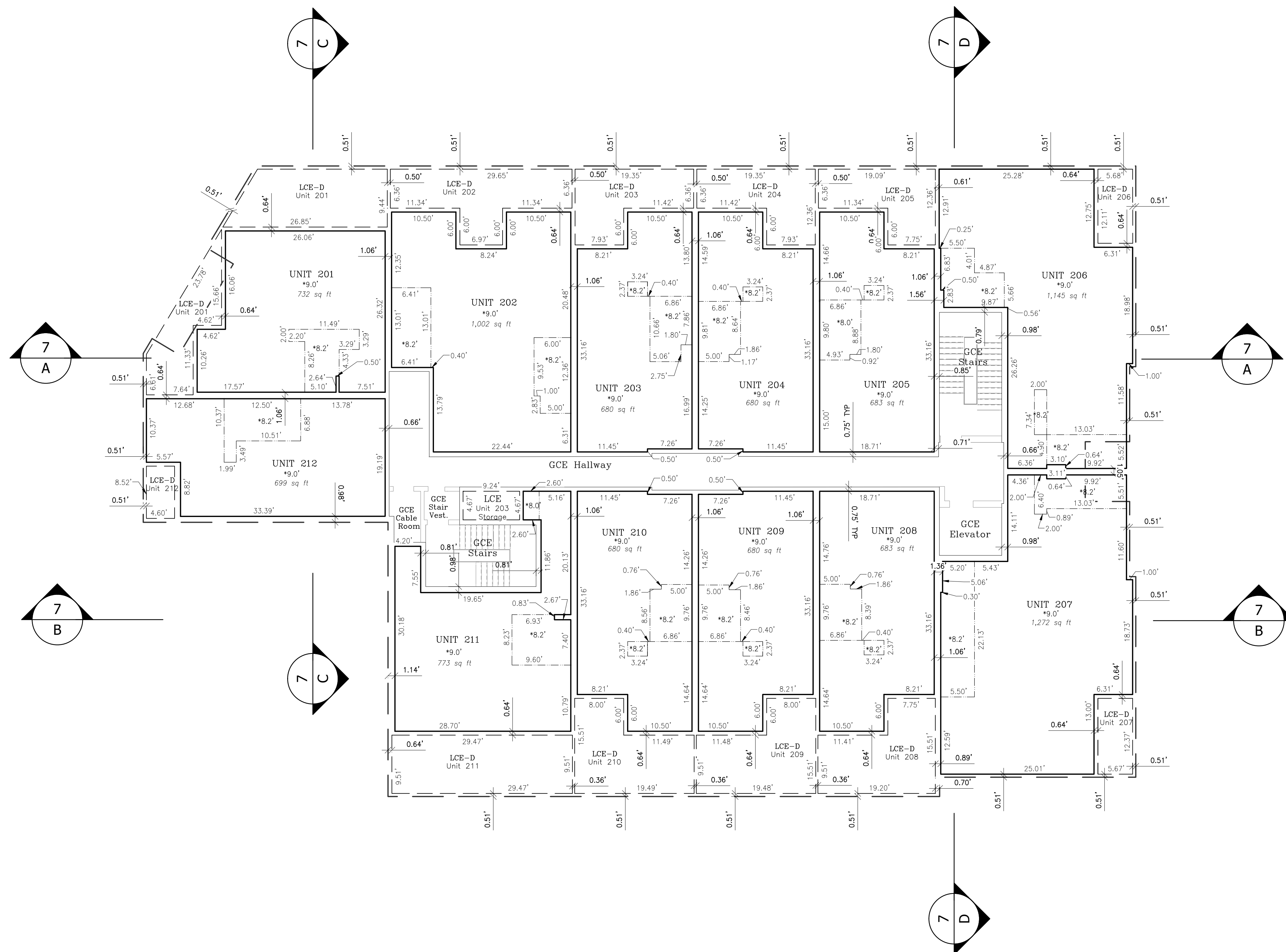
located within the
SW1/4 SW 1/4, Section 27,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING NO 3 OF 7		JOB TITLE 174 NORTH KING STREET CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON	DRAWING TITLE BASEMENT FLOOR PLAN		NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087					REV. 11/8/2021	
JOB NO 19-318-10					DATE	SURVEYED	ENGINEERED	FD	WV		
						DRAWN	AR	SK			
						CHECKED		LR			
						APPROVED					

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

S:\Proj\2019\318-10_174 N. King St. - JACOT -P\Setting Services\4_Plan\19-318-10-174 N. King St. - JACOT -P\19-318-10_174 N. King St. - JACOT -P.dwg (FIRST FLOOR) - Nov 08 2021 05:57:39 pm PLOTTED BY: angle DWG FORMAT: C38





174 NORTH KING STREET CONDOMINIUMS ADDITION
to the Town of Jackson

a condominium subdivision of
a tract of land

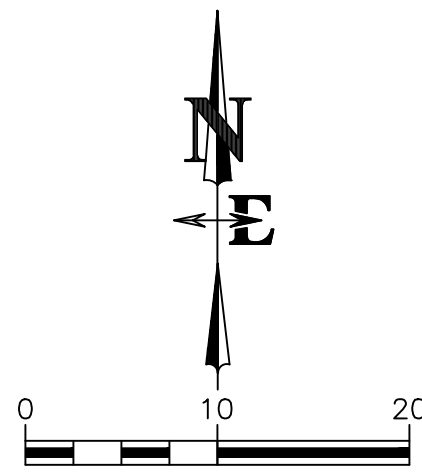
located within the
SW1/4 SW 1/4, Section 27,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104 and the definitions contained within the Declaration of Condominium recorded concurrently with this plat.

- _____ = Unit Boundary/Wall Line
 _____ = General Common Element wall
 - - - - - = Limited Common Element to Unit
 _____ = Building footprint/foundation line as shown on Sheet 2 of this plot
 _____ = Interior wall line/not a Unit delineation/shown for illustrative purposes only
 - - - - - = Change in ceiling height
 *8.67' = Ceiling height above floor elevation
 FFE: 6248.12' = Second Floor elevation
 GCE = General Common Element
 LCE-S = Limited Common Element Storage (to be assigned)
 LCE-P = Limited Common Element Parking (to be assigned)
 LCE-D = Limited Common Element Deck

1. The plan views and sections were prepared from architectural plans and from actual measurements.
2. Measurement tolerances are for the purpose of correlation and do 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.
3. All areas not included within the delineated Air-space Unit boundaries are part of the shared components of this subdivision.



a condominium subdivision of
a tract of land

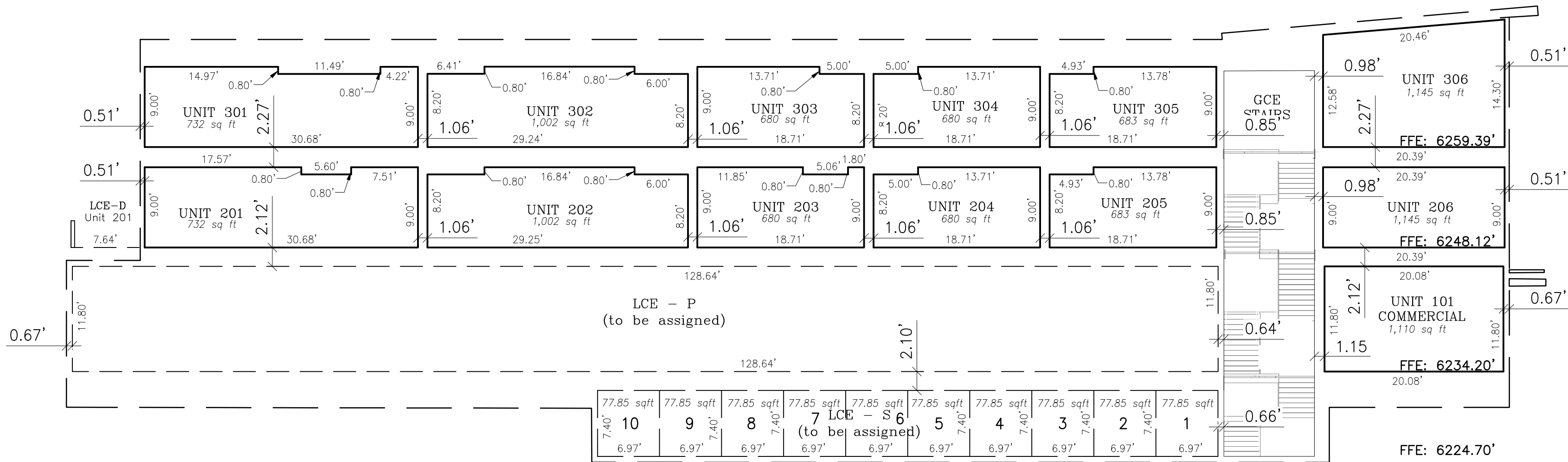
LEGEND

	= Unit Boundary/Wall Line
	= General Common Element wall
	= Limited Common Element to Unit
	= Building footprint/foundation line as shown on Sheet 2 of this plat
	= Interior wall line/not a Unit delineation/shown for illustrative purposes only
	= Change in ceiling height
*8.67'	= Ceiling height above floor elevation
FFE: 6259.39'	= Third Floor elevation
GCE	= General Common Element
LCE-S	= Limited Common Element Storage (to be assigned)
LCE-P	= Limited Common Element Parking (to be assigned)
LCE-D	= Limited Common Element Deck

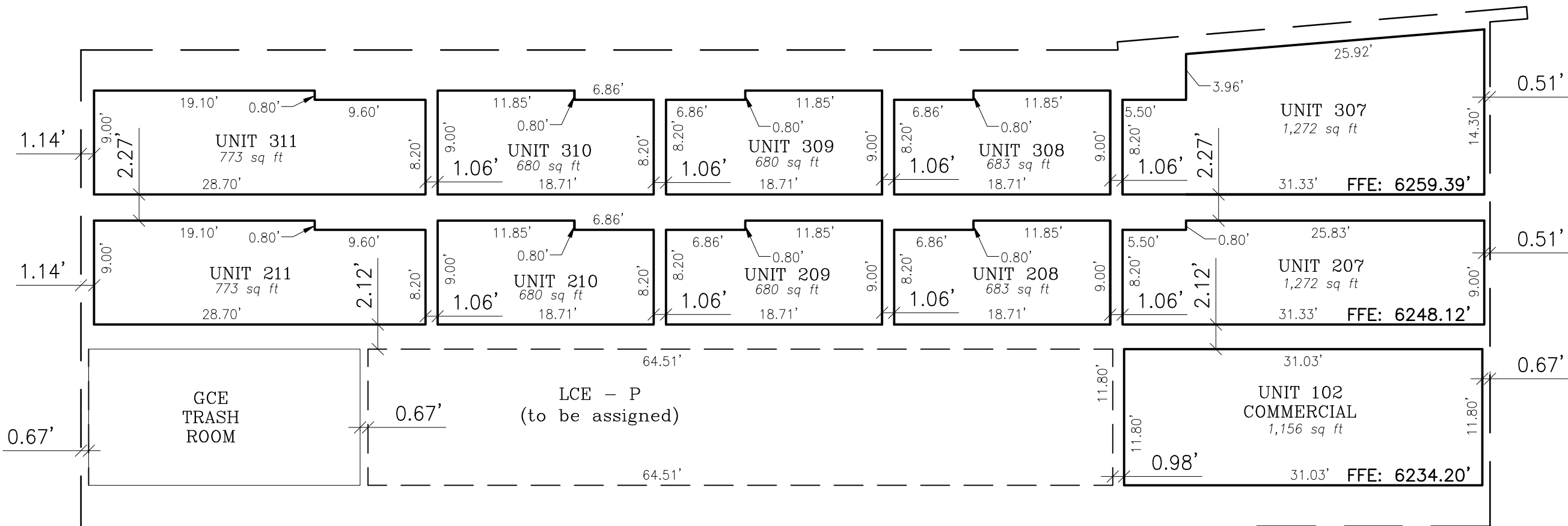
3. All areas not included within the delineated Air-space Unit boundaries are part of the shared components of this subdivision.

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

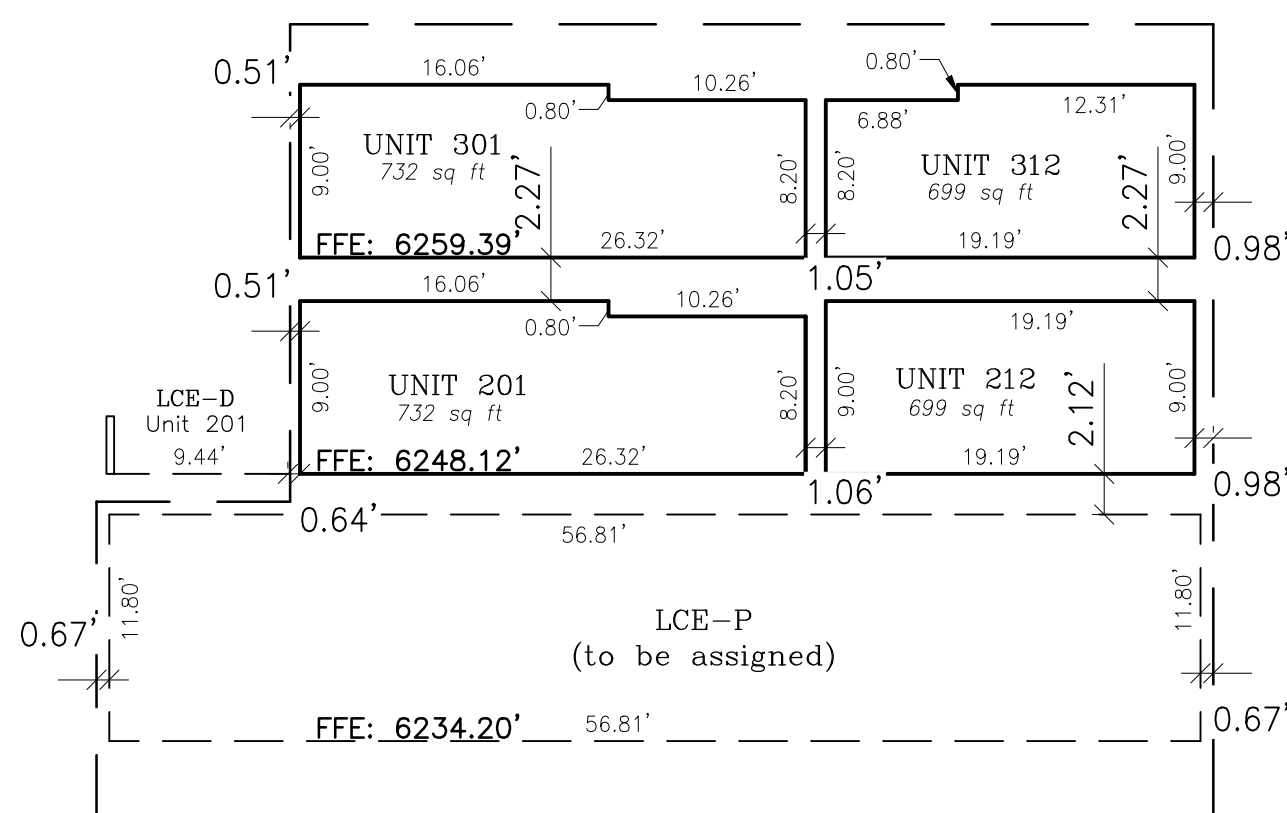
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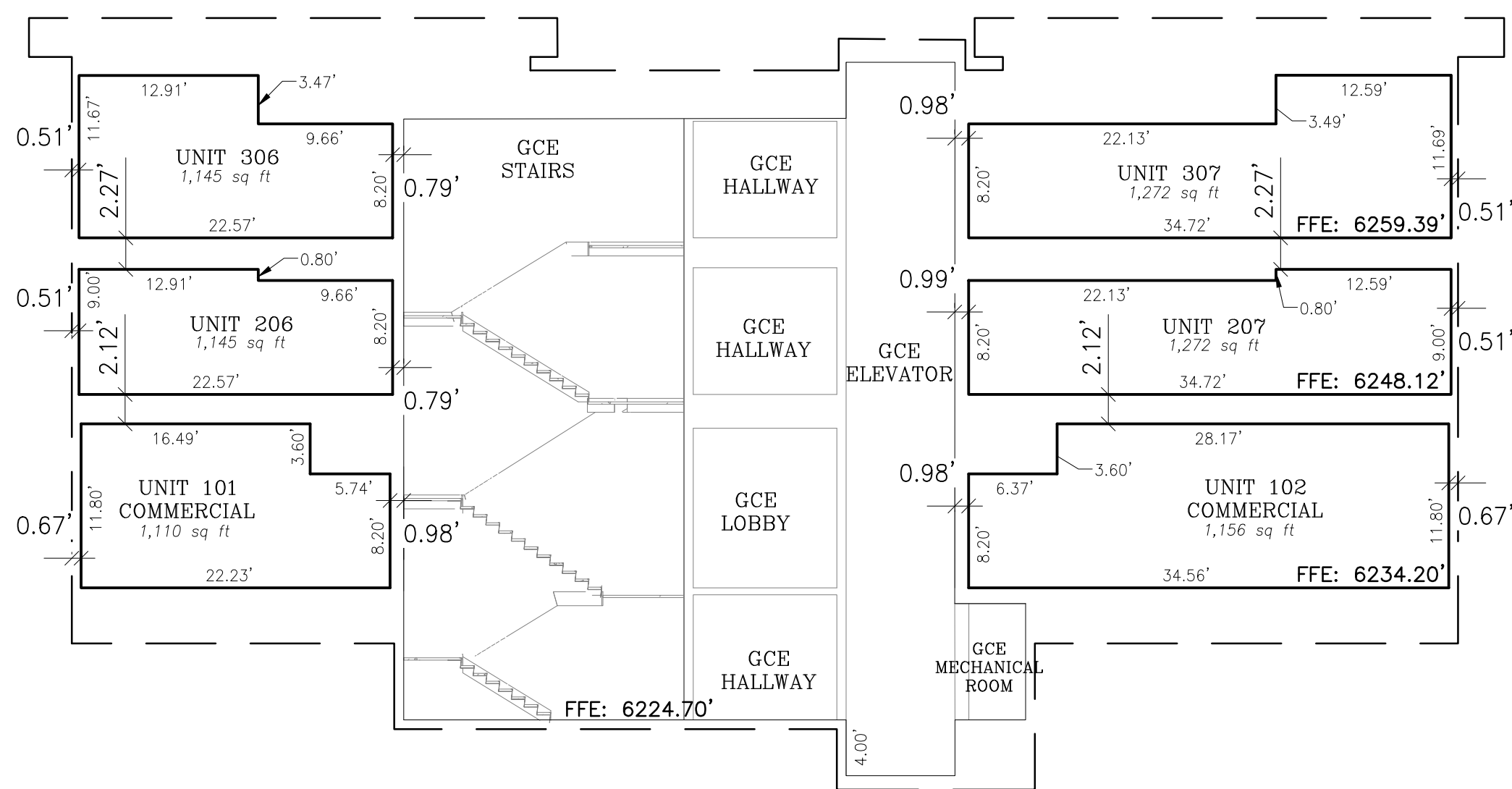
A
7
SECTION A
Scale: 1" = 10'



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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- *8.67' = Ceiling height above floor elevation
- FFE: 6224.70' = Floor elevation
- GCE = General Common Element
- LCE-S = Limited Common Element Storage (to be assigned)
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- 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.

174 NORTH KING STREET CONDOMINIUMS ADDITION to the Town of Jackson

a condominium subdivision of
a tract of land

located within the
SW1/4 SW 1/4, Section 27,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING TITLE
SECTIONS A - D

JOB TITLE
174 NORTH KING STREET CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON

DRAWING NO
7 OF 7
JOB NO
19-318-10

REV.
11/8/2021
DATE
SURVEYED
ENGINEERED
DRAWN
CHECKED
APPROVED
WY
FD
AR
SK
LR

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

**JACKSON HOLE COMMUNITY HOUSING TRUST
174 NORTH KING STREET SPECIAL RESTRICTION**

These Special Restrictions ("Special Restrictions") are made and entered into this ____ day of _____, 2021 by the JACKSON HOLE COMMUNITY HOUSING TRUST (the "Housing Trust" or "CLT").

RECITALS:

WHEREAS, the Housing Trust is a 501(c)3 tax exempt organization organized exclusively for charitable purposes including, but not limited to, the provision, management and administration of affordable housing in Teton County, Wyoming and Lessening the Burden of Government (the "Charitable Goal");

WHEREAS, the Housing Trust advances the Charitable Goal of the organization by providing access to quality housing at affordable prices to Eligible Households in accordance with these Special Restrictions and the Guidelines (as defined below);

WHEREAS, the Housing Trust currently owns Unit [insert estate unit number] of 174 North King Street Addition to the Town of Jackson according to that Final Plat recorded in the Office of the Clerk of Teton County, Wyoming as Plat Number ____ (the "Plat") and described in the Declaration of Condominium of 174 North King Street Addition to the Town of Jackson (the "Declaration") 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, including the appurtenant undivided interest in the Common Elements, as defined in the Declaration (together, the "Residential Unit");

WHEREAS, Fannie Mae Guidelines require that a qualified Community Land Trust manage and administer the terms and conditions of these Special Restrictions in order for the Residential Unit to qualify for Fannie Mae financing;

WHEREAS, the Housing Trust is a qualified Community Land Trust and is in the business of providing said services and agrees to manage and administer the terms and conditions of these Special Restrictions;

WHEREAS, the Housing Trust desires to execute these Special Restrictions for the purpose of memorializing of record the commitment of the Housing Trust to make the Residential Unit available to Eligible Households in accordance with its Guidelines and these Special Restrictions; and

WHEREAS, the Housing Trust desires to adopt these Special Restrictions and declare that the Residential Unit shall be held, sold, and conveyed in perpetuity in accordance with the Guidelines, these Special Restrictions and the Declaration.

RESTRICTIONS:

NOW, THEREFORE, in consideration of the foregoing Recitals, the Housing Trust hereby declares, covenants and agrees for itself and each and every person or entity acquiring ownership of the Residential Unit, that the Residential Unit shall be owned, used, occupied, leased, developed, transferred and conveyed in accordance with the Guidelines and subject to the following Special Restrictions in perpetuity, as follows:

SECTION 1. HOUSING TRUST GUIDELINES; QUALIFICATIONS

- A. Guidelines; Conflict. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Guidelines. References made herein to the "Guidelines" are references to the written policies, procedures and guidelines of the Housing Trust, as the same may be amended, modified or updated from time to time, and which policies and guidelines are on file with the Housing Trust, 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 procedure of the Housing Trust. In case of a conflict between the terms of these Special Restrictions and the Guidelines, the provisions of the Special Restrictions shall control over the Guidelines.
- B. Eligible Household. Except as provided herein, the purchase of the Residential Unit shall be limited to (i) natural persons who qualify as an Eligible Household and (ii) local employers as defined in the Guidelines ("Local Employer") for the sole purpose of making the Residential Unit available for occupancy by natural persons who qualify as an Eligible Household. The Housing Trust shall determine, in accordance with its Guidelines and the policies of the Internal Revenue Service, whether a prospective purchaser or the prospective tenant of Local Employer is an Eligible Household and therefore eligible to purchase or lease, as applicable, the Residential Unit. Such determination shall be based upon the written applications, representations, information and verification as are deemed by the Housing Trust, in its sole discretion, to be necessary to establish and substantiate eligibility. No owner of a Residential Unit, prospective purchaser or prospective tenant of a Residential Unit, or other party shall have the right to sue or bring other legal process against the Housing Trust arising out of the Housing Trust's Guidelines or this Special Restriction, and the Housing Trust shall not have any liability to any person aggrieved by the decision of the Housing Trust or its staff regarding qualification of a prospective purchaser, prospective tenant, or any other matter relating to the Guidelines or this Special Restriction.
- C. Eligibility Period. The qualifications for ownership shall apply only to the Eligible Household's status as of the time period determined by the Housing Trust. Once a buyer closes on their purchase of the Residential Unit, any future changes in employment, income, net assets or household size shall have no force or effect upon the owner's continued ownership of the Residential Unit.

SECTION 2. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNITS. The occupancy and use of a Residential Unit shall be restricted as follows:

- A. Sole Residence Requirement. At the time of purchase, or at the time of occupancy in the case of a leased Residential Unit, no member of the Eligible Household may own any other residential real estate in Teton County, Wyoming. If the Eligible Household owns residential real estate in Teton County, Wyoming, the Eligible Household must demonstrate that such owned residence is listed for sale at or below the demonstrated market value and is being actively marketed. The Housing Trust shall require an affidavit confirming this commitment in writing prior to closing or prior to occupation in the case of a leased Residential Unit. The Eligible Household shall also provide notice to the Housing Trust of the sale of the formerly owned residence immediately following the closing of the

sale, which notice shall include the name, address and telephone number of the buyer and the date of the sale.

- B. Occupancy. Each Residential Unit shall be occupied as the Eligible Household's sole and exclusive primary residence and shall physically reside therein on a full-time basis, at least ten months out of each year. Any variance from the occupancy requirement, in the event of exigent circumstances, must be approved in writing by the Housing Trust.
- C. Business Activity. No business activities shall occur at a Residential Unit, other than a home occupation use that is: (1) permitted in the zoning district; (2) permitted by the Declaration; and (iii) not prohibited by any law, statute, code, rule, covenant or regulation ("Laws") affecting the Residential Unit;
- D. Responsible for Others. The owner(s) and tenant(s), as applicable, shall be responsible and liable for the use of the Residential Unit by any and all residents thereof, including without limitation the owner's or tenant's family, friends, or visitors, or anyone else using the Residential Unit with owner's or tenant's consent. The owners(s) and tenant(s), as applicable, shall make them aware of the requirements of these Special Restrictions and shall have them abide by its provisions.
- E. Leasing. Except as expressly provided in these Special Restrictions and the Guidelines, an owner shall not lease, sublease, sell, or otherwise convey any of its rights or obligations in and to the Residential Unit without the prior written consent of the Housing Trust. Each owner agrees and acknowledges that the Housing Trust shall have broad and full discretion to withhold such consent in its sole and absolute discretion. However, if the owner of the Residential Unit is a Local Employer leasing the Residential Unit, such owner may lease the Residential Unit provided that (i) the occupants must be qualified by the Housing Trust, in its sole discretion, as an Eligible Household, (ii) the lease fees must be affordable, in the sole discretion of the Housing Trust and (iii) the lease agreement must be in accordance with the terms of this Special Restriction, the Declaration, and all applicable laws including any local ordinances regarding short-term rentals and occupancy limits.
- F. Maintenance and Services. The owner shall, at its own expense, maintain the Residential Unit in accordance with community-wide standards set forth in the Declaration and in accordance with the Guidelines. The owner shall be responsible for all repairs required to the Residential Unit to maintain the Residential Unit in safe and habitable condition, reasonable wear and tear excepted. The Housing Trust shall not be required to furnish any services or facilities, including without limitation heat, electricity, air conditioning, or water, or to make any repairs to the Residential Unit, and the owner hereby assumes the full and sole responsibility for furnishing all services, maintenance, or facilities to the Residential Unit.
- G. Alterations. When used herein, "Alteration" shall mean any and all construction, improvements or alteration in connection with the Residential Unit. No Alterations shall be undertaken or constructed without the prior written approval of the Housing Trust. Each and every Alteration is subject to the following conditions: i) all costs shall be borne and paid for by the owner; ii) all Alterations shall be performed in a workmanlike manner, shall comply with the Declaration and all Laws; iii) the Housing Trust or its agent, upon reasonable notice to the owner, may make reasonable entries upon the Residential Unit for the purpose of inspecting the Alterations; and iv) any increase in habitable space of a

Residential Unit (regardless of whether such increase changes or alters the physical structure of a Residential Unit or is visible from the exterior of a Residential Unit) is strictly prohibited.

- H. Insurance. The Owner shall keep the Residential Unit continuously insured in accordance with the Governing Documents.
- I. Compliance with Laws, Declaration. The Residential Unit shall be owned and occupied in full compliance with this Special Restriction, the Guidelines, all Laws and the Declaration.
- J. Inspection. In order to confirm compliance with these Special Restrictions, the Housing Trust may inspect, in a reasonable manner, any portion of the Residential Unit at a reasonable time upon at least eight (8) hours oral notice to the owner. In the event of emergency, the Housing Trust may inspect and enter any portion of the Residential Unit; provided, however, that the Housing Trust makes reasonable efforts to notify the owner as soon as practicable.

SECTION 3. TRANSFER OF A RESIDENTIAL UNIT.

A. Transfer Process:

i. Intent to Sell Notice. In the event an owner desires to transfer, sell, or otherwise dispose of the Residential Unit and terminate its interest in the Residential Unit, the owner shall provide written notice to the Housing Trust (the "Intent to Sell Notice") and shall thereafter participate in the re-sale process established by the Guidelines adopted by the Housing Trust and updated from time to time. An owner may only transfer, sell, or otherwise dispose of its interest in the Residential Unit as expressly permitted by these Special Restrictions and the Guidelines.

ii. Transfer Inspection. Prior to the closing of any proposed transfer, sale, or other disposition of the Residential Unit, the Housing Trust shall facilitate an inspection of the Residential Unit pursuant to the Guidelines (the "Transfer Inspection"). The purpose of the Transfer Inspection is to account for the variations in the physical condition of the Residential Unit when the Residential Unit is proposed for transfer, sale, or other disposition, normal wear and tear excepted as further set forth in the Guidelines. Any defect or condition noted in the Transfer Inspection that is required to be repaired or replaced pursuant to the Guidelines shall be the responsibility of the owner, and the Guidelines shall govern the procedure for such repair and replacement. The repair or replacement costs required to be paid by the Owner, if any, pursuant to the Transfer Inspection shall be collectively referred to herein as the "Maintenance Adjustment."

- B. Transfer to Heirs; Divorce. Upon receipt of notice from the executor of the owner's estate, or a partner designated by the owner on a form maintained by Housing Trust (the "Designated Partner"), given within ninety (90) days of owner's death, the Housing Trust shall consent to a transfer of the Residential Unit to and by the surviving family member or Designated Partner of the deceased who resides in the Residential Unit so long as they have lived in the unit for at least one year. Any such surviving family member or Designated Partner shall execute all documentation required by the Housing Trust for transfers of the Residential Unit and shall abide by all the provisions of these Special

Restrictions; provided, however, that any such surviving family member or Designated Partner need not be an Eligible Household. Any other family member who inherits the Residential Unit from an owner, or who otherwise receives ownership of the Residential Unit (e.g., through a divorce settlement), must demonstrate to the Housing Trust's reasonable satisfaction that they are an Eligible Household. If such person is unable to do so, then such person shall not be entitled to ownership and possession of the Residential Unit, and such person shall sell the Residential Unit to the Housing Trust or its designee at the Transfer Price (as defined below).

- C. Election of Housing Trust to Either Exercise Option or Facilitate Sale to an Eligible Household. If a) the Housing Trust receives an Intent to Sell Notice, or b) a Default (as defined in Section 4 occurs, the Housing Trust shall have the right and option to either commit to re-purchase the Residential Unit or commit to facilitate a transfer of the Residential Unit from the owner to an Eligible Household, and such election shall be delivered in writing to owner within forty-five (45) days of receipt of an Intent to Sell Notice. The Housing Trust shall determine the "Transfer Price." Upon the Housing Trust's determination of the Transfer Price, the sale of the Residential Unit shall be facilitated by the Housing Trust. The sale of the Residential Unit shall be completed in accordance with the Guidelines and any applicable procedures set forth herein.
- D. Transfer Price. The Transfer Price shall be determined by the Housing Trust and shall be the lesser of the Index Price or the Appraisal Price as defined hereafter. The "Appraisal Price" shall mean the appraised price of the Residential Unit calculated according to Section 3.F. The "Index Price" shall mean that certain dollar amount for the Residential Unit calculated pursuant to Section 3.E. The calculation of the Transfer Price is established in furtherance of the Housing Trust's Charitable Goal. In no event shall the Residential Unit be transferred, sold or otherwise disposed of by the owner for a price in excess of the Transfer Price. In the event such Transfer Price is less than the cumulative mortgage amount, the owner shall remain solely liable for any deficiency under the Permitted Mortgage (as defined below). Finally, to ensure that the sales price of any Residential Unit is limited to the Transfer Price (as it may be adjusted), no purchaser of a Residential Unit shall assume any obligation of a selling owner. The calculation of the Transfer Price, as made by the Housing Trust, shall be final and binding on all parties; notwithstanding the foregoing, there is no requirement and Housing Trust will not assure that, due to market conditions or the condition of the Residential Unit, the price actually paid by a purchaser will be the full amount of the Transfer Price, and it may, in fact be less. **NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY BY THE HOUSING TRUST THAT UPON THE RESALE OF A RESIDENTIAL UNIT, AN OWNER SHALL OBTAIN THE ENTIRE TRANSFER PRICE.**
- E. Index Price. The Index Price shall be equal to the following formula:
- i. Multiply the **purchase price** paid by the owner by the **Inflation Factor**.
- "**Inflation Factor**" shall mean the percentage of increase in the Wyoming Cost of Living Index (incorporating all items included in the Wyoming Cost of Living Index except for the housing component) for the Northwest Region, as promulgated by the Wyoming Department of Administration, Division of Research and Statistics during the period of time between the date of purchase of the Residential Unit and the last official report of the Index immediately prior to the date of calculation;

provided, however, that the Inflation Factor shall not exceed four percent (4%) for any given year. If the Wyoming index is not published or available, the CPI-U published by the United States, or other similar index as selected by the Housing Trust may be used to determine the applicable Inflation Factor.

For purposes of sub-section 1, the Inflation Factor shall be compounded annually, shall begin accruing on the closing date of Owner's initial purchase of the Residential Unit and shall extend to the good faith estimate of the closing date of the transfer, sale, or other disposition of the Residential Unit by the Owner to a third party.

- ii. Subtract Maintenance Adjustment, if any, required by the Housing Trust, in its sole discretion.
- iii. Subtract the Transfer Fee. For purposes hereof, "**Transfer Fee**" shall mean the fee paid to the Housing Trust upon the transfer, sale, or other disposition of the Residential Unit. The amount of the Transfer Fee charged shall be in accordance with the Guidelines in effect at the time of Transfer and in no event will the Transfer Fee be more than 1% of the Transfer Price.

F. Appraisal Price. In the event that a) the Housing Trust receives the Intent to Sell Notice, or b) a Default pursuant to Section 4 occurs, the Housing Trust, at its own cost and at its sole discretion, may utilize a process set forth in its Guidelines to determine the current appraised value of the Residential Unit or may commission an appraisal by a duly licensed appraiser knowledgeable of housing and land prices in Teton County, Wyoming. The appraisal shall be conducted by analysis and comparison of comparable properties, shall take into account the Transfer Fee and any Maintenance Adjustment, if any and shall be completed within thirty (30) days or as soon thereafter as is commercially reasonable. The Housing Trust shall deliver the appraisal to the owner. The owner may then commission a second appraisal, at its own cost, in like fashion, also using a duly licensed appraiser knowledgeable of housing and land prices in Teton County, Wyoming. The Appraisal Price is the value assigned by the Housing Trust's appraisal, or, if a second appraisal is commissioned by the owner, the average of the two (2) appraisals.

G. Proceeds. If any proceeds remain after any transfer, sale, other disposition, or receipt of award from casualty or eminent domain relating to the Residential Unit (other than pursuant to a foreclosure sale), the proceeds shall be paid to the owner. Prior to paying any moneys to the owner under this Section, all outstanding costs (including, but not limited to, any moneys paid to third parties by the Housing Trust on behalf of owner and any costs incurred by the Housing Trust to increase owner's insurance coverage) shall first be paid, including without limitation the amounts owed for any outstanding Permitted Mortgage, the Transfer Fee owed to the Housing Trust, the Administration Fee (as defined below), and any Maintenance Adjustment.

SECTION 4. DEFAULT. The following shall be considered a default ("Default") by the owner:

- A. Except as provided herein, the vesting of the title of a Residential Unit in any person that does not qualify as an Eligible Household or the leasing of the Residential Unit to any person that does not qualify as an Eligible Household.
- B. A violation of any term of these Special Restrictions, the Declaration, the Guidelines or any Laws.

- 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, the Administrative Fee, property taxes, payment required by a promissory note or Permitted Mortgage (as defined below) affecting a Residential Unit. An owner shall notify the Housing Trust in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five calendar days of the owner's notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if the owner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the owner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Residential Unit by a court of competent jurisdiction, or if a petition is filed for the reorganization of the owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the owner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.
- E. Fraud or misrepresentation by a purchaser or tenant in such person's application to the Housing Trust whereby the Housing Trust determines, in its sole absolute discretion, that the purchaser or tenant of a Residential Unit was not an Eligible Household.

SECTION 5. DEFAULT REMEDIES. In addition to any other remedies the Housing Trust may have at law or equity, in the event of a Default, the Housing Trust's remedies shall include the following:

A. Purchase Option of the Housing Trust.

- 1. The Housing Trust shall have the option to purchase the Residential Unit for a purchase price equal to the Transfer Price (the "Default Option").
- 2. If the Housing Trust desires to exercise its Default Option, the Housing Trust shall provide written notice to the owner of such election and shall use reasonably diligent efforts in good faith to complete the purchase of such Residential Unit within ninety (90) days of such notice.
- 3. Upon the Housing Trust's purchase of the Residential Unit, unless otherwise required by law or statute, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Permitted 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 Permitted Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the Transfer Fee and any accrued but unpaid Administration Fees;
SIXTH, to the payment of any penalties assessed against the owner by the Housing Trust;

SEVENTH, to the repayment to the Housing Trust of any monies advanced by the Housing Trust in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made by the Housing Trust on owner's behalf;

EIGHTH, to any Maintenance Adjustment if any; and

NINTH, any remaining proceeds shall be paid to the owner.

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

B. Forced Sale.

1. The Housing Trust may require the owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions as if such owner had delivered an Intent to Sell Notice to the Housing Trust. In the event of such a sale, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Permitted 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 Permitted Mortgage);

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

FIFTH, to the Transfer Fee and any accrued but unpaid Administration Fees;

SIXTH, to the payment of any penalties assessed against the owner by the Housing Trust;

SEVENTH, to the repayment to the Housing Trust of any monies advanced by the Housing Trust in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made by the Housing Trust on owner's behalf;

EIGHTH, to any Maintenance Adjustment; and

NINTH, any remaining proceeds shall be paid to the owner.

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

- C. Appointment of the Housing Trust as Owner's Attorney-in-Fact. In the event of the Housing Trust's election to require the Residential Unit's sale, the owner hereby irrevocably appoints the then serving Executive Director of the Housing Trust as such owner's attorney-in-fact to affect any such purchase or sale on the owner's behalf and to execute any and all deeds of conveyance or other instruments necessary to fully affect such purchase or sale and conveyance.

- D. Limitation on Appreciation at Resale. The Housing Trust may fix the Transfer Price of a defaulting owner's Residential Unit to the Transfer Price for the Residential Unit as of the date of an owner's Default, and in such event, the Transfer Price shall cease thereafter to increase.

- E. Equitable Relief. The Housing Trust shall have the right of specific performance of these Special Restrictions 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 Trust may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

SECTION 6. PERMITTED MORTGAGE. The owner may not mortgage, refinance, lien or encumber the Residential Unit without the prior written approval of the Housing Trust. Any mortgage, refinance, lien or encumbrance approved by the Housing Trust is defined as a “Permitted Mortgage”, and the holder of such a mortgage, lien or encumbrance is defined as a “Permitted Mortgagee”. Only a Permitted Mortgage shall be permitted to encumber a Residential Unit. A Permitted Mortgage must comply with the obligations set forth in this Section 6. 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 MORTGAGE, LIEN OR ENCUMBRANCE SHALL BE SUBJECT AND SUBORDINATE TO THESE SPECIAL RESTRICTIONS.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the following requirements.

1. If Permitted Mortgagee sends a notice of default to the owner because the owner has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee shall, at the same time, send a copy of that notice to the CLT. Upon receiving a copy of the notice of default and within that period of time in which the owner has a right to cure such default (the “Cure Period”), the CLT shall have the right to cure the default on the owner’s behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.
2. If, after the Cure Period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee shall first notify CLT of its intention to do so, and CLT shall then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.
3. If the Permitted Mortgagee acquires title to the Residential Unit through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee shall give CLT written notice of such acquisition and CLT shall then have an option to purchase the Residential Unit from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, CLT must give written notice to the Permitted Mortgagee of CLT’s intent to purchase the Residential Unit within thirty (30) days following CLT’s receipt of the Permitted Mortgagee’s notice. CLT must then complete the purchase of the Residential Unit within sixty (60) days of having given written notice of its intent to purchase. If CLT does not complete the purchase within this 60-day period, the Permitted Mortgagee shall be free to sell the Residential Unit to another person.
4. Nothing in the Permitted Mortgage or related documents shall be construed as rendering CLT or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.

5. The Permitted Mortgagee shall not look to CLT but will look solely to owner of the Residential Unit for the payment of the debt secured thereby or any part thereof. (It is the intention of the parties hereto that CLT's consent to such the Permitted Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)
7. In the event any part of the security under the Permitted Mortgage is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Permitted Mortgagee in accordance with these Special Restrictions.
8. CLT shall not be obligated to execute an assignment of the Administrative Fee.

SECTION 7. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.

A. Termination Resulting from Foreclosure by a Permitted Mortgagee. These Special Restrictions as applied to the Residential Unit may be terminated by a Permitted Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Permitted Mortgagee, as follows:

1. The Permitted Mortgagee provided to the Housing Trust 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 Trust has not exercised their rights as provided in Section 6 above.
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 Trust in its sole and absolute discretion) conveying title to a purchaser, who is not (i) the owner, (ii) a person affiliated with or related to the owner, or (iii) the Housing Trust.
4. In the event of a foreclosure hereunder, the Permitted Mortgagee shall pay to the Housing Trust all proceeds remaining, if any, after payment of the Permitted Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to the owner of the foreclosed Residential Unit.
5. Notwithstanding the notice requirements to the Housing Trust in this Section, if a Permitted Mortgagee has failed to provide the Housing Trust copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Permitted Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Trust with notice of its intent to foreclose ("Mortgagee Notice to the Housing Trust"). The Mortgage Notice to the Housing Trust shall include all information relevant to the owner's default and the actions necessary to cure such default. The Housing Trust shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Trust to exercise its rights under Section 6, Permitted Mortgage. If the Housing Trust fails to exercise its rights within such 45-day period, the Permitted Mortgagee may foreclose on the Residential Unit as provided herein.

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

B. Modification. These Special Restrictions may be modified as follows:

1. With the written consent of the owner of a Residential Unit and the Housing Trust
2. Notwithstanding subsection (1), the Housing Trust may unilaterally modify these Special Restrictions as follows: (i) to provide clarification to any provisions hereto which may be unclear or subject to differing interpretations; (ii) to correct any errors identified herein which modification does not significantly and materially affect the rights of an owner of a Residential Unit; (iii) to enable any reputable title insurance company to issue title insurance coverage on the Residential Unit; and (iv) to enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guaranty mortgage loans on the Residential Unit.

SECTION 8. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Unit, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Trust.

SECTION 9. NOTICES. Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address on such owner's Buyer's Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to the Housing Trust shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the Housing Trust to its address on the Buyer's Acknowledgement. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

SECTION 10. ATTORNEY'S FEES. In the event any party shall be required to retain counsel 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 11. CHOICE OF LAW, FORUM, WAIVER OF JURY TRIAL. These Special Restrictions 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. The owner waives any right the owner may have to a trial by jury with respect to any court proceeding arising herein.

SECTION 12. 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 13. 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 14. 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 15. INDEMNIFICATION. Each owner shall indemnify, defend, and hold the Housing Trust and its 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 an owner's breach of any provision of these Special Restrictions. Each owner waives any and all such claims against the Housing Trust; provided, however, that the Housing Trust shall remain liable for damage or injury due to the grossly negligent acts or omissions, or willful or wanton misconduct of the Housing Trust or its agents and employees.

SECTION 16. SUCCESSORS AND ASSIGNS; REQUIREMENT FOR ALL OWNERS TO EXECUTE ACKNOWLEDGEMENT OF THESE SPECIAL RESTRICTIONS. These Special Restrictions shall be binding upon, and inure to the benefit of, the Housing Trust, the Owner of the Residential Unit, and their respective successors, heirs, devisees, administrators and assigns. Each purchaser of a Residential Unit shall execute and record in the County Clerk's Office of Teton County Wyoming a Buyer's Acknowledgment of Special Restrictions, on a form to be provided by the Housing Trust.

SECTION 17. ADMINISTRATIVE FEE. In consideration of the Housing Trust executing and agreeing to the terms and conditions of these Special Restrictions, the receipt and sufficiency of which is hereby acknowledged, the owner hereby agrees to pay to Housing Trust a monthly administrative fee of Seventy-Five Dollars (\$75.00) (the "Administrative Fee") by the first day of each month, subject to permitted adjustments described herein. If the Housing Trust has not received the Administrative Fee by the 10th day of the month for which it is due, then the Housing Trust shall notify such owner by telephone, email or similar electronic transmission to remind the owner of such delinquency. In addition to the provisions of Section 4, if an owner has not paid the delinquent Administrative Fee by the 20th day of a month, the Housing Trust may deliver a certified letter to the owner providing notice of such continued delinquency and charge a Ten Dollar (\$10.00) late payment fee. Every twenty (20) days thereafter, an additional ten dollar (\$10.00) late payment fee may be levied. If ownership commences on a day other than the first day of a month, the Administrative Fee shall be pro-rated accordingly. The Housing Trust may, in its sole discretion, reduce, delay, or waive the Administrative Fee in consideration of the personal hardship or other difficulty of the owner, including without limitation, hardship due to fire, damage or other casualty. Any such reduction, delay, or waiver must be approved and delivered in writing. The Administrative Fee shall be adjusted annually effective January 1st by the Inflation Factor. If the Housing Trust advances or otherwise pays any charge, assessment, or moneys owed on behalf of the owner, including any costs associated with such charge, assessment, or moneys owed (including without limitation reasonable attorney's fees and expenses), the Housing

Trust may, in its sole discretion, increase the Administrative Fee due by the owner until such advanced moneys are repaid by the Owner to the Housing Trust.

DRAFT

IN WITNESS WHEREOF, the Housing Trust has executed this instrument on the ____ day of , 2021 (the "Effective Date").

HOUSING TRUST:

Jackson Hole Community Housing Trust,
a Wyoming nonprofit corporation

By: _____
Berte Hirschfield, President

Date _____

By: _____
Dale Hoyt, Treasurer

Date _____

STATE OF WYOMING)
) SS:
COUNTY OF TETON)

On this ____ day of _____, 20____, before me personally appeared Berte Hirschfield to me personally known, who, being by me duly sworn, did say that she is the President of the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that the foregoing instrument is the free act and deed of the corporation

Notary Public

My Commission expires:

STATE OF WYOMING)
) SS:
COUNTY OF TETON)

On this ____ day of _____, 20____, before me personally appeared Dale Hoyt to me personally known, who, being by me duly sworn, did say that he is the Treasurer of the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that the foregoing instrument is the free act and deed of the corporation

Notary Public

My Commission expires:

EMPLOYEE RIGHT OF PURCHASE AGREEMENT
King Street Condominiums

THIS EMPLOYEE RIGHT OF PURCHASE AGREEMENT (this “Agreement”) is dated this ____ day of _____, 2021 by the Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation (the “Housing Trust”) and the Town of Jackson, a Wyoming municipal corporation (the “Town”). The Housing Trust and the Town are collectively referred to herein as the “parties” and singularly as a “party.”

RECITALS

WHEREAS, the Housing Trust is a 501(c)3 tax exempt organization organized exclusively for charitable purposes including, but not limited to, the provision of affordable housing in Jackson, Wyoming and lessening the burden of government;

WHEREAS, the Housing Trust is the owner of that certain real property known as the King Street Condominiums Addition, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof (the “Property”);

WHEREAS, the Town has determined that assisting its employees to obtain stable, affordable housing opportunities is a growing burden of the Town and part of its governmental function and that there is a strong need for such assistance of the Housing Trust in meeting such need;

WHEREAS, in consideration of the Town’s contributions to the development of the Properties as further detailed in Ground Lease between the Housing Trust and the Town dated 8th January, 2020, the Housing Trust desires to convey to the Town five (5) revolving rights of purchase for qualified Town employees to purchase a residential condominium unit at the Property (the “Residential Unit”), subject to the terms and conditions of this Agreement (and not as an investment).

NOW THEREFORE, in consideration of the foregoing recitals, the parties hereto agree as follows:

AGREEMENT

1. **EMPLOYEE RIGHTS OF PURCHASE.** The Housing Trust hereby grants to the Town five (5) revolving rights of first purchase, each and all of which are superior to any other revolving rights of purchase in existence now or in the future, for an Employee to purchase a Residential Unit, subject to the terms and conditions of this Agreement (each an “EROP” and collectively, the “EROPs”). For purposes of this Agreement, “Employee” shall be defined as an individual that meets the applicable requirements for qualification by the Town and by the Housing Trust, provided that an Employee of the Town does not need to comply with any income or assets qualifications of the Housing Trust.

A. **First Purchase Terms.** On the same date hereof, the Housing Trust recorded a Homebuyer Special Restriction against each Residential Unit in the Office of the Clerk of Teton County, Wyoming that memorializes of record those covenants

and restrictions that will affect each Residential Unit (the “Special Restriction”). Each of the Special Restrictions includes the following retained property rights: (i) an option for the Housing Trust to purchase each Residential Unit, and (ii) a right of first refusal in lieu of an option for the Housing Trust to purchase each Residential Unit. Such option and right of first refusal are triggered by several events, including but not limited to, the delivery of notice to the Housing Trust of a current owner’s desire to sell its Residential Unit (each, a “Re-Purchase Event”). At such time that a Re-Purchase Event occurs whereupon the Housing Trust’s rights and options to purchase a Residential Unit is triggered, and if there is an available EROP, the following requirements shall apply and the parties hereto agree as follows:

(i) the Housing Trust shall deliver notice to the Town of the Re-Purchase Event (the “EROP Notice”). Upon delivery of the EROP Notice, the Town shall have ten (10) days after receipt of the EROP Notice to either notify the Housing Trust in writing that the Town is waiving the applicable EROP with respect to the subject Residential Unit or that the Town has an Employee interested in looking at the subject Residential Unit. If the latter, the interested Employee shall have another ten (10) days to determine if it would like to purchase the Residential Unit and sign a binding purchase contract (the “Exclusive Purchase Option Period”). Prior to the expiration of the Exclusive Purchase Option Period, the Town must notify the Housing Trust in writing that the Town is either waiving the applicable EROP with respect to the Residential Unit or that the Town is exercising the applicable EROP for the Employee to purchase the subject Residential Unit.

(ii) If the Town exercises its EROP for an Employee to purchase the Residential Unit, such purchase shall be completed by the Employee pursuant to Section 3 of this Agreement and the terms and conditions set forth in the Special Restriction.

- B. **Waiver; EROP Reviving Event.** If the Town does not send notice to the Housing Trust either within ten (10) days of receipt of the EROP Notice or if the Town waives the applicable EROP or if the Employee does not complete the purchase of the Residential Unit pursuant to Section 3 after being provided notice and the expiration of any applicable cure period set forth in an executed purchase contract, then the Housing Trust shall have the automatic right to facilitate the purchase of the subject Residential Unit to another qualified buyer and each party hereto shall have no further rights or obligations to the other party with respect to the subject Residential Unit. Thereafter, the Town will have an EROP on the next available Residential Unit until the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof. After the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof, the applicable EROP shall be stayed until the earlier to occur of the following events (each an “EROP Reviving Event”): (i) the Town notifies the Housing Trust that the Employee that owns the Residential Unit that was purchased as a result of the Town exercising the applicable EROP is no longer employed by the Town; or (ii) the Employee that owns the Residential Unit that

was purchased as a result of the Town exercising the applicable EROP sells such King Street Residential Unit.

2. **AFFIDAVITS.** The parties hereto agree to execute and record an affidavit in the Office of the Clerk of Teton County, Wyoming upon the occurrence of the following events for the purpose of providing clarity to the public and to the parties hereto as to the status of each revolving EROP granted herein:

- A. Upon the occurrence of the Town of Jackson waiving an EROP, either by sending a notice of waiver to the Housing Trust within ten (10) days of receipt of the EROP Notice or by not sending notice to the Housing Trust after receipt of the EROP Notice, to clarify that the EROP remains active;
- B. Upon the occurrence of the purchase of a Residential Unit by an Employee to clarify that the applicable EROP is stayed until the occurrence of an EROP Reviving Event; and
- C. Upon the occurrence of an EROP Reviving Event to clarify that such EROP is revived as an active EROP.

3. **CLOSING PROCEDURES FOR EXERCISE OF EROP.** The purchase of the Residential Unit by the Employee shall occur as follows:

- A. The Employee shall complete the purchase in accordance with any Housing Trust Guidelines adopted by the Housing Trust, as amended.
- B. For the resale of Residential Units, the Employee shall purchase the Residential Unit at the Transfer Price or at the Actual Purchase Option Price or the Maximum Resale Price, as applicable, as these terms are defined in the Special Restrictions for the subject Residential Unit, and all amendments thereto, and the closing shall be completed in accordance with any applicable timelines and procedures set forth in the Special Restrictions and any guidelines adopted by the Housing Trust and as amended from time to time.

4. **ENTIRE AGREEMENT; MODIFICATION; MEMORANDUM.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the option and terms contemplated herein and all prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. The parties hereto agree to execute a Memorandum of Agreement in the Office of the Clerk of Teton County, Wyoming contemporaneously upon the execution of this Agreement, which shall be recorded against each Residential Unit. Notwithstanding anything herein contained to the contrary, this Agreement shall automatically lapse and become void and of no force or effect in the event of a lawful foreclosure of the Property after the expiration of all applicable redemption periods.

5. **APPLICABLE LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming. Time is of the essence of this Agreement.

6. **HEADINGS; BINDING EFFECT.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns, provided that no assignment shall be made except in accordance with the provisions hereof. In the event any option or right set forth herein shall be construed to be subject to any rule of law limiting the duration thereof, the parties hereto agree as follows: (i) the time period for the exercising of such option or right shall be construed to expire on the last day of the 99th year after the execution of this Agreement; and (ii) for and in consideration of One Hundred and No/100 (\$100.00) to be paid upon the expiration of this Agreement by the Town to the Housing Trust, this Agreement shall be renewed and extended for one additional 99 year term.

7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

8. **INTERPRETATION; SEVERABILITY; CONSTRUCTION.** Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

9. **ENFORCEMENT.** If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees.

10. **NOTICES.** Notices hereunder shall be given only by hand-delivery, certified letter, fax or telegram and shall be deemed given when received, if hand-delivered, or when the letter (sent certified mail, return receipt requested, addressed as set forth below) is deposited in the mail, or when transmission is confirmed, if by fax, or when filed with the telegraph company, if telegraphed, postage or charges prepaid. All notices required or permitted by any provision of this Agreement shall be directed as follows:

To Housing Trust at:

Jackson Hole Community Housing Trust
P.O. Box 4498
Jackson, Wyoming 83001
Facsimile: 307-739-0922

To Town at:

Town Attorney
Town of Jackson
P.O. Box 1687
Jackson, Wyoming 83001
Facsimile:

With a copy to:

Town Clerk
Town of Jackson
P.O. Box 1687
Jackson, Wyoming 83001
Facsimile: 307-739-0919

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HOUSING TRUST:

Jackson Hole Community Housing Trust,
a Wyoming nonprofit corporation

By: _____
Title: Board President

By: _____
Title: Secretary

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this ____ day of _____, 2021, before me personally appeared Berte Hirschfield, to me personally known, who, being by me duly sworn, did say that she is the Board President of Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors as the free act and deed of the corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this ____ day of _____, 2021, before me personally appeared Dale Hoyt, to me personally known, who, being by me duly sworn, did say that he is the Secretary of Jackson Hole Community Housing Trust, a Wyoming nonprofit corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors as the free act and deed of the corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires:

TOWN:

Town of Jackson, Wyoming
a Wyoming municipal corporation

Approved as to form: _____
Town Attorney

The foregoing Agreement is hereby accepted by the Town of Jackson this
____ day of _____, 2021.

TOWN OF JACKSON

BY: _____
its Mayor

ATTEST:

BY: _____
its Town Clerk

State of Wyoming)
) ss.
County of Teton)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Sandy Birdyshaw, who are each personally known to me or has each established their identity and authority to me by reasonable proof, this ____ day of _____, 2021.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Joint Affordable Housing	Presenter:	April Norton, Housing Director
Agenda Item:	400 West Snow King Avenue Community Development Block Grant Public Hearing #2	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to hold a second public hearing for the application to the Wyoming Community Development Authority ("WCDA") for Community Development Block Grant ("CDBG") funding for a new Affordable Rental development "Flat Creek Apartments" on Town property located at 400 West Snow King Avenue.

Requested Action.

The purpose of today's public hearing is to acknowledge that the applications were submitted, ask for any additional public comment on the project, and outline the potential timeline for construction if we receive funding.

The procedure is as follows:

1. Mayor Levinson opens the public hearing.
2. Mayor Levinson acknowledges that two applications to the Wyoming Community Development Authority for Community Development Block Grant funding for a new Affordable Rental development on Town property located at 400 West Snow King Avenue were submitted.
3. Mayor Levinson states that if funds are awarded, the developer anticipates breaking ground on the 48-unit development sometime during Summer 2022.
4. Mayor Levinson calls for any and all public comment.
5. Mayor Levinson closes the public hearing.

Recommendations.

Staff requests Council hold a public hearing, during which it acknowledges that applications were submitted, asks for any additional public comment on the project, and outlines the potential timeline for construction if we receive funding.

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 required an application to WCDA utilizing 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 did not include any LIHTC, HOME, or NHTF funding and instead relied on private financing and Town funding. Affordable Rental restrictions had to be utilized in this option, serving households earning a mix of 0-50%, 50-80%, and 80-120% median family income.

The RFP also required respondents to include a design that:

- Provided a minimum of 24 residential units, with more units generally being more desired;
- Maximized the amount of residential space facing Snow King Avenue;
- Improved the existing alley on the eastern portion of the property;
- Addressed the dead-end on the south side of the property by creating an alley extension on the south side of the property; and

- Met all Land Development Regulation requirements (zoning: NH-1).

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. Staff recommended working with BlueLine Development and Snow King Partners to further refine an application for the September 2021 LIHTC application round.

At the July 19, 2021, Regular Meeting, the Council directed staff to work with BlueLine Development and Snow King Partners to develop a draft application for the 2021 WCDA LIHTC program.

After the July 19, 2021, Regular Meeting, the developers worked closely with WCDA and Town staff to determine how to craft the LIHTC application.

During the September 20, 2021, Regular Meeting, based on conversations with WCDA staff, the development partners and Town staff recommended moving forward with a 9% LIHTC application with a diversified funding structure that includes CDBG funds. During that same meeting, Council directed staff to submit applications for \$500,000 in CDBG funds and \$750,000 in CDBG – Cares Act funds. If awarded, the Town will pass these funds through to the project. (The project will either receive all the funding requested (LIHTC, HOME, NHTF, CDBG, CDBG-CA) or none of the funding requested.)

At the September 20, 2021, Regular Meeting, Council approved Resolution 21-26, A Resolution Supporting the Allocation of Community Development Block Grant Funds to and for the Flat Creek Apartments. Council also directed staff to submit Community Development Block Grant applications for \$750,000 and \$500,000 for this development.

As designed, the development will create 48 Affordable rental units. One of these units will serve as the manager's unit and the remaining 47 units will serve households earning 30-60% of median family income. If funding is awarded, the developer anticipates breaking ground on the project sometime during Summer 2022.

Analysis.

The CDBG application was submitted September 29, 2021.

Today, Council is required to hold a second public hearing for these applications. Public notices were published in the *Jackson Hole News & Guide* November 3 and 10, 2021. The purpose of today's public hearing is to acknowledge that the applications were submitted, ask for any additional public comment on the project, and outline the potential timeline for construction if we receive funding.

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 to the Town for the project include:

- 1) Platting and Zoning the property, estimated cost \$30,000.

- 2) \$1,000,000 in additional contribution towards the project.
- 3) Long-term Ground Lease of the property for a nominal annual fee.

Currently, the Town has \$2,983,692 in unrestricted Housing Supply funds and \$737,551 in restricted housing funds. Staff anticipates utilizing all the restricted funds and some of the unrestricted funds for this project.

Staff Impact.

The following staff members will contribute time and resources to this project:

- Town Finance Director – if awarded CDBG funds, the Finance Director will administer the grant. This work will begin in January 2022.
- Town Attorney – if awarded funds, the Town Attorney will work closely with the developer's counsel to create the legal structure for the development partnership. This work will take place January – March, 2022.
- Town Planning Director – will review the rezone request and plat, and ultimately review the building permit. This work will take place January – March 2022.
- Town Community Development Director – will provide support and guidance on the project through the duration of its development. This work is ongoing.
- Town & County Housing Director – will lead the process for the rezone and plat and manage the overall project for the Town. This work is ongoing.

Attachments or Links.

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

No motion necessary.

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Regular
Submitting Department:	Community Development	Presenter:	Tyler Sinclair
Agenda Item:	Consideration of a Resolution establishing Water and Sewer Connection Polices for properties located outside the Town of Jackson and outside of existing contracted service areas	Public Comment:	Yes

Purpose & Policy Considerations.

Council consideration of a Resolution establishing Water and Sewer Connection Polices for properties located outside the Town of Jackson and outside of existing contracted service areas.

Requested Action.

Approval of the proposed Resolution.

Recommendations.

Staff recommends approval of the proposed Resolution.

Background.

At the August 16, 2021, Town Council workshop Council made the following motions related to this item:

Item 1: A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to direct staff to draft a Town sewer and water connection policy(ies) for Council consideration based on Option 3 in this staff report and the Council discussion thereof and to provide the draft document(s) at a future Council meeting including: a) Annexation when adjacent to the Town as a requirement including agreement not to oppose annexation in all connection agreements and b) Adding or strengthening existing language to include water quality and quality of treatment levels to the proposed factors for considerations. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Item 2: A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to work with Teton County to draft/propose a text amendment to the Teton County Land Development Regulations that encourages, but does not require, property owners to consider connecting to available public sanitary sewer. Mayor Morton Levinson called for the vote. The vote showed 5-0 in favor and the motion carried.

Please see the attached staff report from the August workshop for additional background and/or review [the link to the video](#) of this meeting to review Council discussion.

Analysis.

Staff have prepared the attached Resolution to address Item 1 described above with the exception of the annexation requirement. Council direction on annexation will be addressed as part of Title 13 Utilities, of the Municipal Code update scheduled at an upcoming meeting. Council direction on annexation was to require it as an ordinance as opposed to the resolution being discussed with this item. Staff have discussed Item 2 described above with Teton County and are working to determine the best strategy to move an amendment forward.

The proposed Resolution's purpose is to provide guidance on the application process for all sewer and/or water connection requests outside the Town of Jackson and outside existing contract service areas and to provide a set of

consistent factors for Council consideration of all requests. Staff has revised Factor E to address Council direction on quality of treatment at the sewer treatment plant as follows:

E. Potential For Reduced Environmental Impact

That preference be given to requests that, if connected, would have lesser environmental impact and not decrease the current quality of treatment at the sewer treatment plant.

All other factors are consistent with the draft provided and discussed at the August workshop. Please see the attached staff report from the August workshop for additional background and/or review [the link to the video](#) of this meeting to review Council discussion.

Possible Alternatives.

- Direct staff to revise the proposed Resolution for consideration at a future meeting
- Take no action on the proposed Resolution
- Other

Comprehensive Plan & Priority Alignment.

The following Comprehensive Plan items specifically relate to the Town's assets and services:

- Chapter 8: Quality Community Service Provision:
- Principle 8.1 - Maintain current, coordinated service delivery
- Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery

Fiscal Impact.

None

Staff Impact.

Staff in the Community Development, Legal Department and Public Works departments utilized approximately 8 hours to prepare this item.

Attachments or Links.

Resolution 21-28

Town Council, staff report dated August 16, 2021

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

I move to approve Resolution 21-28 a Resolution establishing Town policy regarding consideration of sewer and water connection requests outside of the Town and existing contracted service areas as presented.

RESOLUTION 21-28

A RESOLUTION ESTABLISHING TOWN POLICY REGARDING CONSIDERATION OF SEWER AND WATER CONNECTION REQUESTS OUTSIDE OF THE TOWN AND EXISTING CONTRACTED SERVICE AREAS.

WHEREAS, the capacity of the Town of Jackson Treatment Plant was studied and evaluated comprehensively and the results thereof presented in the Town of Jackson 2020 Capacity Report, which determined the capacity remaining before the Plant will need significant changes and upgrades; and

WHEREAS, the existing supply of the Town of Jackson water resources was studied and evaluated comprehensively and the results thereof presented in the 2020 Capacity Report, which determined the supply remaining before significant investment in securing water will be required to supply the Town of Jackson; and

WHEREAS, the Town Council of the Town of Jackson wish to establish policies to ensure the Council's vision is carried forth regarding how the remaining water supply and sewer Treatment Plant capacity is allocated outside of the Town's corporate boundaries and outside of existing contracted service areas, and to ensure the financial health of Town sewer and water funds necessary to maintain and construct adequate, safe water and sewer systems to meet current and future needs; and

WHEREAS, in addition to the foregoing, the Town Council of the Town of Jackson wish to establish a policy on how future sewer and water connection requests are evaluated and processed; and

WHEREAS, this Resolution 21-28 supersedes all previous policies regarding sewer and water connections outside of the Town and existing contracted service areas and the evaluation and processing of requests therefor, including the rescission of Resolution 00-18 and any other like resolution on this subject matter; and

WHEREAS, the Town Council of the Town of Jackson wish to give clear policy direction to Town staff and property owners regarding connection of properties lying outside the Town's corporate limits and existing contracted service areas to the Town water and sanitary sewer collection network and regarding the evaluation and processing of requests for such connections.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Jackson, in regular session duly assembled, that the following Policy Regarding Connection of Properties Outside of the Town and Existing Contracted Service Areas to the Town Water and Sanitary Sewer Collection Network is hereby adopted:

When a request for connection to the Town's water and/or sanitary sewer collection network is received from an owner of property located outside of the Town of Jackson corporate boundaries and outside of existing contracted service areas, it is the Town's general practice to process such requests as follows:

- **Step 1: Request for Service**
A Miscellaneous Planning Application, as amended, is filed by the property owner to request Town water and/or sewer service(s). Staff review of this application is used by Town Council to make an initial determination on whether to provide the requested services or not. This initial step is based upon preliminary information provided by the property owner and includes staff identifying the conditions of approval that will be further defined in a Connection and Use Agreement. If Council approves the request(s) for service, the property owner will advance to Step 2.
- **Step 2: Connection and Use Agreements (CUA)**
Staff works with the property owner (and any other relevant parties) to draft a Connection and Use Agreement that includes the conditions of approval identified during Step 1 and any other, additional necessary contract terms and conditions. If approved by Council, the Connection and Use Agreement will be executed and recorded against the property.
- **Step 3: Permits to Construct**
Prior to construction of any infrastructure connecting to the Town's systems, all fees must be paid and permits for the construction of said infrastructure must be issued by the Town.

AND

BE IT FURTHER RESOLVED by the Town Council of the Town of Jackson, in regular session duly assembled, that a set of prioritized factors upon which all requests for connection to Town water and/or sewer systems by property owners located outside of the Town and outside existing contracted service areas will be reviewed is necessary to manage Town sewer and water resources appropriately and to provide consistency and transparency. The Town hereby establishes the following factors to consistently and predictably guide the review of all such applications:

- A. Existing Versus New Development**
That preference be given to requests that concern existing development with currently failing or substandard systems leading to environmental degradation.

- B. Expanded Service Area and Capacity Timeline**
That preference be given to requests that either do not have significant impact on the capacity timeline or that meet the majority of the other factors identified herein.

- C. Zoning Consistent with Comprehensive Plan**
That preference be given to requests that are consistent with the Comprehensive Plan, specifically the Illustration of Our Vision section.

- D. Deed Restricted And/or Workforce Housing**
That a preference be given to requests that include significant amounts of deed restricted housing.

- E. Potential For Reduced Environmental Impact**
That preference be given to requests that, if connected, would have lesser environmental impact and not decrease the current quality of treatment at the sewer treatment plant.

- F. Geographical Location**
That preference be given to requests in close proximity to existing infrastructure and for which the construction necessary to accomplish the connection minimizes environmental impact.

- G. Magnitude Of Request**
That preference be given to requests that have minimal impact on the capacity timeline.

- H. Costs To Upgrade and Impacted User Classes**
That preference be given to requests in which the capital costs will be borne by the property owner and not be borne by existing rate payers.

DATED THIS 15TH DAY OF NOVEMBER, 2021.

TOWN OF JACKSON, WYOMING

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

STAFF REPORT



Meeting Date:	August 16, 2021	Meeting Title:	Workshop
Submitting Department:	Community Development and Public Works	Presenter:	Tyler Sinclair and Floren Poliseo
Agenda Item:	Sewer and Water Connection Policy	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to present issues and options for Council regarding setting policy for considering sewer and water connection requests outside of the Town and existing contracted service areas. Staff would like guidance from Council on how to prioritize water/sewer capacity allocations and whether or to what extent to consider increasing the current planned capacity. Establishing policies can ensure the Council's vision is carried forth regarding how current remaining water and sewer capacity is allocated within and outside of Town and ensure the financial mechanisms to maintain and construct water and sewer systems to meet future needs.

Requested Action.

1. Direction from Council on desired policies for considering requests for water and/or sewer connections outside Town and existing Contract Service Areas (CSA).
2. Propose an amendment to the Teton County Land Development Regulations.

Recommendations.

1. Refer to the Analysis section for staff recommendations for specific items related to setting Town policy on water/sewer connections outside Town and existing contracted service areas.
2. Staff recommends the Town work with Teton County to process a text amendment to change the current requirement that developments within 500 feet of public sanitary sewer (and legal access) connect thereto.

Background.

Overview

The Town of Jackson owns, operates, and maintains a water supply and distribution system, a sewer collection system, and a sewer treatment plant. The primary function of these utility systems are to provide the residents, businesses, and visitors to the Town water and sewer services. Secondly, these systems regionally serve areas within the County beyond the Town's boundary. These areas served in the County are Contract Service Areas (CSA) and are administered through connection and use agreements to provide the same level of service as Town, though in most cases the Town does not own or maintain the infrastructure.

Within the Town, connection to the water and sewer systems is required by the Jackson Municipal Code and essential to maintaining the health and welfare of the community.

Within the County, water and sewer services can be provided in a variety of ways. Typically, there are private wells and on-site sewer disposal, aka "septic systems." Second, there are other community utility systems, e.g., Teton Village and the Aspens. As costs to construct, operate, and maintain community utility systems increase and/or regulations impact private and community system construction, larger regional systems may be practical and preferred.

Given the regional nature of the Town's water and sewer systems, and the potential for future development outside the Town in proximity to its system or private systems connected to its systems, it is important that the Town understand its obligations to its current CSAs and define its role as a regional system while providing guidance for staff to improve efficiency in processing connection applications.

Process

The 2021 Water and Sewer Systems Evaluation Report (the “Capacity Study”) was the first step in assessing the state of the Town’s utility systems and capacity as it relates to the Town’s current commitments. This workshop is the next step in understanding how the Council would like to direct staff to handle county sewer and water applications, i.e. what is the Town’s role in providing regional water and sewer services to the community as a whole.

Capacity

Capacity is the ability of the Town to meet the demands of customers. It is considered in two parts: Physical capacity and time. For example, there is capacity at the sewer treatment plant now, but in 45 years based on projected development in the Town and in existing CSAs, the capacity is allocated. Thus, if more service areas are added or additional density is approved and constructed, the timeline to reach capacity is shortened. In the case of water, the Town is currently working to increase capacity for the Zone 3 (western Jackson) part of the water system.

The Capacity Study Report only considered development in the Town and existing CSAs. Assuming full build-out to current zoning allowances in the Town and its existing CSAs is achieved, existing capacity will be exceeded. Any water or sewer connections beyond what was included in the Capacity Study will require additional capacity. (The full report and executive summary can be found on the [Town Engineering website](#))

Past Policy

2000 Resolution

In 2000, the Council adopted Resolution 00-18 *A Resolution Establishing a Town Policy Regarding Connection of Properties Lying Outside the Town’s Corporate Limits to the Town Sanitary Sewer Collection Network*. The Resolution allowed staff-level approval for connections either 1) within the service area used to design the 1995 sewer treatment plant expansion or 2) properties developed in accordance with the Jackson/Teton County Comprehensive Plan and associated LDRs.

All approved connections were required to

- Meter,
- Install infrastructure at the connecting party’s cost,
- Be designed to Town standards,
- Obtain Town approval to include inspection by the Town,
- Pay Town fees, and
- Forfeit the right to object to annexation

Analysis.

Based upon Council direction on the four key questions set forth below, staff will determine next steps. Depending on the direction given by Council on these policy questions, staff would draft the appropriate resolutions, ordinances, or other documents necessary to implement Council direction for review at a future meeting. Staff notes that for the purposes of this report, sewer and water will primarily be used interchangeably, although there are different considerations regarding capacity and future improvements which will need be addressed during next steps in this discussion and the update process.

1. Should the Town prepare a policy (supersede the 2000 Resolution) on how future sewer and water connection requests are evaluated and processed?

Currently, the Town processes connection requests for both sewer and water on a case-by-case basis without review against set factors. Many communities establish factors upon which individual applications are evaluated, thus providing consistent and predictable review. Relatedly, certain policies could allow staff to approve requests at the staff level and only present the connection and use agreements to Council for approval; thus, minimizing staff and Council burden and creating a predictable system for applicants. Staff notes that although the 2000 Resolution provides guidance on this issue, it has not been consistently implemented for some time.

Recommendation: Staff recommends Council develop a sewer and water connection policy with factors, superseding the 2000 Resolution, and evaluate all applications pursuant to the new policy moving forward.

Note: Should Council choose not to pursue a new sewer and water policy, discussion of this topic would end here, and applications would continue to be presented on a case-by-case basis. Should this option be chosen Council would need to discuss the status of the 2000 Resolution, specifically whether to begin to consistently follow it or remove it.

2. What should be the basis for a Town sewer and water connection policy?

Below, staff have provided three (3) options for Council consideration regarding a basis for a Town sewer and water connection policy.

Option 1: Existing Service Area: Town would establish a sewer and water connection policy that would only allow properties to connect within the corporate boundaries of the Town and within existing CSAs. Such a policy would be consistent with the 2020 Capacity Study and allow the Town to plan for and budget for the operation and maintenance and expansion of its systems as described in the Capacity Study. Properties would also be allowed to connect through annexation to the Town. Such a policy would not allow the Town to provide its infrastructure to address environmental, housing, or other factors outside this predefined area. This option would provide predictability to both the Town and property owners on what the Town policy is, it would reduce staff and elected official time considering applications on a case-by-case basis and would provide predictability for the public.

Recommendation: Staff does not recommend Council use the existing service area option as the basis for a Town sewer and water connection policy. Staff finds that this approach may be too limiting not allowing the Town to consider requests outside the Town and existing service areas to address environmental, housing, and/or other community issues.

Option 2: Unlimited Service Area: With this option the Town would not create a service area boundary or establish any factors/requirements for connections and would allow all properties within the Town and County to connect to the Town sewer and water infrastructure. The key to this policy would be to ensure that the Town accurately passes along the full cost of connecting to the Town systems, both in upfront one-time fees and on-going rates, to ensure overall systems upgrades, expansions and operation and maintenance were the responsibility of the applicant and not the Town rate payers. This option would allow applicants to choose to connect or not to the Town systems based on economic factors comparing the cost to connect to the Town with private onsite sewer and water systems. This option would also allow Teton County to set policy for connection to the Town system based upon their County-wide study looking at environmental sensitive areas and ground water conditions, etc. This option would have significant impact on the size of the Town sewer and water programs, provision of service, and a shortened time for expansion of the Town's systems including the sewer treatment plant.

Recommendation: Staff does not recommend Council use an unlimited service area as the basis for a Town sewer and water connection policy. Staff finds that this approach may be too broad not allowing the Town to deny requests that are not economically feasible, consistent with our capacity timeline, or consistent with prioritized community goals including protecting the environment, housing, etc. This option also requires significantly more staff time for activities such as review of more connection applications, review and management of proposed capital infrastructure additions, and evaluation of the rates to keep pace with costs of maintenance related to a larger system reach.

Option 3: Case-by-Case Consideration Based Upon Prioritized Factors: With this approach the Town would review applications for connection outside the Town and existing CSAs on a case-by-case basis against a consistent set of factors and preferences. This option would create the most flexibility for the Town maintaining the current case-by-case review, while adding some consistency and transparency to the process by establishing a set of factors that all applications would be reviewed against. Staff have identified the following factors for Council to consider including

in a new sewer and water connection policy. Council may choose to include all, some, council suggested, or none of these factors.

A. Existing Versus New Development

Analysis: Existing developments are more likely to be in immediate need of connection because, often, they apply when their current system is failing, and such systems contribute to environmental degradation. As a result, prioritizing existing development, overall, likely improves environmental health. Conversely, however, prioritizing existing development also transfers the responsibility from the property owner (as originally intended) to the Town and would increase sewer treatment plant operation and maintenance costs (but not infrastructure costs because the Town does not take ownership of that upon connection). Finally, since taking on existing development places an immediate impact on the capacity of Town systems, this shortens the timeline for when Town infrastructure upgrades will be required.

Recommendation: Staff recommends this factor be included in a Town sewer and water connection policy and that preference be given to requests that are existing development with currently failing or substandard systems leading to environmental degradation.

B. Expanded Service Area and Capacity Timeline

Analysis: If the geographic area applying for connection was not accounted for in the Capacity Study, connecting these areas would add unaccounted capacity, thus reducing the future capacity as identified in the 2021 Capacity Study. To place this in context, it requires approximately 150 single family units to advance the timeline for upgrades or expansion to the treatment plant by one year. For reference 1 unit is the equivalent of 1, 3-bedroom home. Impacts on the water system were not quantified. If additional/not modeled units are allowed, they should be tracked as they are approved and connected so that the Town understands remaining capacity and appropriately tracks the timeline for necessary infrastructure improvements.

Recommendation: Staff recommends this factor be included in a Town sewer and water connection policy and that preference be given to requests that either do not have significant impact on the capacity timeline or that meet the majority of the other identified factors.

C. Zoning Consistent with Comprehensive Plan

Analysis: This factor would allow the Town to determine whether the proposed application and associated zoning and land use is consistent with the Comprehensive Plan ensuring consistent implementation. This factor would allow the Town to review County applications against the Comprehensive Plan separate from Teton County.

Recommendation: Staff recommends this factor be included in a Town sewer and water connection policy and that preference be given to applications that are consistent with the Comprehensive Plan, specifically the Illustration of Our Vision section.

D. Deed Restricted And/or Workforce Housing

Analysis: There is clear community benefit, and it is a Council priority, to add deed restricted housing in and near the Town as described in the Comprehensive Plan. Based upon this community benefit, the Town may choose to prioritize deed restricted and/or workforce housing over other types of development when considering sewer and water connections.

Recommendation: Staff recommends this factor be included in a Town sewer and water connection policy and that a preference be given to applications that include significant amounts of deed restricted housing.

E. Potential For Reduced Environmental Impact

Analysis: While Section A, existing vs new development, touches on this, there are other relevant environmental aspects in regard to sewer and water connections. For example, when construction activity, long-term operation and maintenance, and discharge water quality impacts are considered, the environmental harm of installing a local or regional system versus the additive impacts of connecting to the Town systems for any individual property

will vary. Given that the local and regional ecosystems are the foundation of the Town and County's vision statement this factor is relevant.

Recommendation: Staff recommends this factor be included in a Town sewer and water connection policy and that preference be given to applications that, if connected, would have lesser environmental impact.

F. Geographical Location

Analysis: Properties physically located in proximity to the Town, or its existing CSAs, are more likely able to connect with less impact. Properties farther away from the Town's current services require larger construction projects to connect. Terrain is also relevant: Constructing utility service conveyances that need to be pumped uphill or tunneled through changing elevations (hills/mountains) are far more challenging and environmentally costly than those over flatter areas or slopes that better match the intended flow paths and operate with gravity.

Recommendation: Staff recommends this factor be included in a Town sewer and water connection policy and that preference be given to applications in close proximity to existing infrastructure and that minimize environmental impacts.

G. Magnitude Of Request (i.e., 2 vs 1000 Units/Connections At A Time)

Analysis: The greater the number of units in an expansion, the larger impact on the Town system as a whole and the shorter the timeline for system upgrades and expansion.

Recommendation: Staff recommends this factor be included in a Town sewer and water connection policy and that preference be given to requests that have minimal impact on the capacity timeline.

H. Costs To Upgrade and Impacted User Classes

Analysis: Water and sewer user classes, base fees, and usage rates were recently updated based on the actual cost to provide water and sewer services. Connecting properties outside existing CSAs, or creating new service areas, requires significant capital costs which should not be borne by existing rate payers. Analyses should be conducted to determine the fiscal impacts to applicable existing user class(es) or if a new user class or rate is warranted. A fair and equitable rate structure should be one of the highest priority considerations.

Recommendation: Staff recommends this factor be included in a Town sewer and water connection policy.

Recommendation: Staff recommends Council adopt a sewer and water connection policy as described in Option 3: Case-by-Case Consideration Based Upon Prioritized Factors. Staff is recommending this option to provide consistency and transparency upon which all requests would be reviewed while still allowing the flexibility and discretion of a case by case review. Staff notes that should Council choose to proceed with this option staff would draft a resolution for implementation for review by Council at a future meeting.

3. Should annexation to the Town be required for applications adjacent to the Town corporate limits?

Analysis: In researching other communities, most require annexation for properties adjacent to the municipality. Justification for this includes ensuring areas that are adjacent to the Town boundary are subject to the Town's development standards and inspections and ensuring the desired standards for community development and infrastructure quality are achieved. Notably, annexation and infrastructure ownership are not synonymous: Mandating annexation does not correlate to, and may *not* involve, the Town taking ownership of infrastructure in an annexed area. However, should the Town ultimately take ownership of the infrastructure with or after annexation, mandating compliance with Town standards (subdivision, streets, infrastructure, etc.) ensures the propriety of the system components that the Town may take on. Finally, and critically, when the Town does take ownership of private systems it increases the daily workload for Public Works and exponentially increases repair and replacement costs that comprise long-term capital planning and asset management.

Recommendation: Staff recommends that annexation be required where new and existing development is being proposed adjacent to the Town. Staff notes that should Council choose to proceed with this requirement staff would draft an

ordinance for implementation for review by Council at a future meeting. For all other properties not immediately adjacent, staff recommends that properties agree to not oppose annexation. Should council proceed with this requirement annexation language will be included in all connection and use agreements.

4. Should the Town request a Text Amendment to the Teton County Land Development Regulations to clarify that connection to Town sewer cannot be required by Teton County?

In addition to the policy discussion included above staff is seeking Council direction on whether to work with Teton County to process a text amendment to the Teton County Land Development Regulations. Currently, the LDRs state, in all County zones, that:

Required Utilities		(Div. 7.7.)
Water	Connection to public supply, installation of central supply, or evidence of individual well required	
Sewer		
Connection to a public sanitary sewer required		within 500'
Small Wastewater Facility (septic) approval required		otherwise

Recommendation: Staff recommends that the sewer requirement be amended to list connection as an option, similar to the water requirement in the County LDRs. Staff recommends this amendment to ensure County applicants and the County are clear that the Town, in its sole discretion, determines whether a property outside the corporate limits of the Town, will be allowed to connect to Town sewer and/or water infrastructure. Specially staff finds that the County should not have a requirement which a property may not be able to meet, as the decision to connect to Town sewer and water is at the sole discretion of the Town. Furthermore, this requirement often creates confusion for County property owners because it implies they are required to connect to Town sewer or private infrastructure connected to the Town's sewer and that they need not apply, while in reality they must apply and may be denied. Staff understands the County's intent to identify efficiencies in water and sewer service provision and to protect natural resources, but for the reasons stated above, finds the text should be updated to honor that intent while addressing the identified issues.

Alternatives (Optional).

Staff have identified Council alternatives in the Analysis section above.

Comprehensive Plan & Priority Alignment.

Development goals stated throughout the Comprehensive Plan were used as assumptions in the capacity study models. Additionally, the following Comprehensive Plan items specifically relate to the Town's assets and services:

Chapter 8: Quality Community Service Provision:

Principle 8.1 - Maintain current, coordinated service delivery

Principle 8.2 - Coordinate the provision of infrastructure and facilities needed for service delivery

Fiscal Impact.

By statute, the sewer and water systems are funded by independent enterprise funds that must be managed to be fiscally solvent and independent. These funds receive revenue from capacity fees paid when a customer connects to the system and customer base and volume charges are billed monthly for ongoing service. Additionally, the Town may receive grants or loans from the state or federal government for larger capital improvement projects. Additional costs of supply and treatment must be offset by additional revenue. Further detailed discussion of fiscal impact, including a fee for applying for connection, can be addressed at a future meeting based on direction received.

Staff Impact.

Staff spent approximately 1,000 hours to complete the capacity study project. Administration and staff from Community Development, Legal, and Public Works Departments have contributed approximately 40 hours to this subsequent staff report. If Council directs staff to draft policies, the anticipated staff contributions from these same Departments would be approximately 80 hours.

Attachments

1. Resolution 00-18 *Establishing a Town Policy Regarding Connection of Properties Lying Outside the Towns' Corporate Limits to the Town Sanitary Sewer Collection Network*

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

Item 1:

I move to direct staff to draft a Town sewer and water connection policy(ies) for Council consideration based on Option ____ in this staff report and the Council discussion thereof and to provide the draft document(s) at a future Council meeting.

Item 2:

I move to direct staff to work with Teton County to draft/propose a text amendment to the Teton County Land Development Regulations that encourages, but does not require, property owners to consider connecting to available public sanitary sewer.

RESOLUTION 00-18

**A RESOLUTION ESTABLISHING TOWN POLICY REGARDING
CONNECTION OF PROPERTIES LYING OUTSIDE THE TOWN'S CORPORATE
LIMITS TO THE TOWN SANITARY SEWER COLLECTION NETWORK.**

WHEREAS, the Mayor and Town Council of the Town of Jackson wish to reduce administrative burdens placed upon Town staff where possible; and

WHEREAS, the Mayor and Town Council of the Town of Jackson wish to streamline administrative review processes carried out by Town staff where possible; and

WHEREAS, the Mayor and Town Council of the Town of Jackson wish to give clear policy direction to Town staff regarding connection of properties lying outside the Town's corporate limits to the Town's sanitary sewer collection network;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Jackson, in regular session duly assembled, that the following Policy Regarding Connection of Properties Lying Outside the Town's Corporate Limits to the Town Sanitary Sewer Collection Network is hereby adopted:

When a request for connection to the Town's sanitary sewer collection network is received from an owner of property located outside the Town's corporate limits, that request shall be allowed to be granted by action of Town staff without resort to specific approval by the Town Council if the following circumstances obtain:

- A. The subject property is located within the Town's Wastewater Treatment Plant Service Area, as that area was identified in the "Facilities Plan Study" prepared by Engineering Associates during 1992 and 1993 during the design process for the expansion of the Town's wastewater treatment plant that took place in 1996 and 1997.
- B. The subject property is either developed or proposed to be developed to a density or an intensity that falls within the limits established by the Jackson/Teton County Comprehensive Plan and associated Land Development Regulations adopted in 1994 and 1995.
- C. The requesting party (the owner of the property) shall, prior to connection to the Town's sanitary sewer collection network, sign a standard, recordable document prepared by the Town Attorney and Town Engineer that stipulates the following:
 1. Town standard water meter(s) shall be installed upon the individual water service(s) of the connecting party at the cost of the connecting party.
 2. The sanitary sewer collection infrastructure serving the connecting party shall be installed at the cost of the connecting party.
 3. The design of the sanitary sewer collection infrastructure serving the connecting party, if any, shall be to the standards of the Town of Jackson and shall be approved by the Town Engineer prior to its construction.
 4. The performance testing of the sanitary sewer collection infrastructure serving the connecting party, if any,

ORDINANCE Q

AN ORDINANCE ADDING SECTION 2.04.060 AND 2.04.070 TO THE TOWN OF JACKSON MUNICIPAL CODE REGARDING ABSENCE AND VACANCY IN ELECTED OFFICE AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

There is hereby added Section 2.04.060 and 2.04.070 to the Jackson Municipal Code to read as follows:

2.04.060 Excused Absences; Vacancies; Procedure for filling.

- A. Excusing absences. Members of the governing body may be excused from attendance at any meeting of the governing body at any time by a simple majority vote of the governing body.
- B. Resolution declaring vacancy required.
1. In order to declare a vacancy exists in the office of Mayor or Town Council pursuant to W.S. §15-1-107, the governing body must adopt a resolution declaring such.
 2. The procedure for filling either a Council office or that of the Mayor may not begin until a resolution pursuant to section B.1 is adopted.
- C. Filling a vacancy in the office of Mayor. If the office of Mayor is declared vacant, the procedure for appointment to fill such vacancy shall include at a minimum:
1. The Vice Mayor, or in their absence, a senior member of the Town Council will, at a regular or special meeting of the Town Council, call for nominations from the Council to determine who among them shall fill the office of Mayor until the next general election. Each Councilmember is limited to one nomination.
 2. The Vice Mayor, or in their absence, a senior member of the Town Council, shall then call for a motion to vote on the member of the governing body who will fill the office of Mayor. The governing body shall select the Mayor by successive votes, if necessary, until one of the nominees receives a simple majority of the votes.
 3. The member selected to fill the Mayoral vacancy will be required to resign their Council office when sworn in as Mayor.
- D. Filling a vacancy in Council office. If a vacancy in the office of Council is declared, the procedure for appointment to fill such vacancy shall include at a minimum:
1. Applications shall be filed in writing to the Town Clerk on a form prepared by the Town Clerk. Applicants must meet all qualifications pursuant to the state law and applicable Town ordinances to be considered for or hold office.
 2. The Town Council shall select and publicly interview a maximum of five qualified applicants at a regular or special meeting of the Town Council.
 3. Appointment shall be by motion and simple majority vote of the Town Council at a regular or special meeting of the Town Council.
 4. The governing body shall select the appointee by successive votes, if necessary, until one of the qualified applicants receives a simple majority of the votes.
- E. Simultaneous vacancies: If vacancies are determined to have occurred simultaneously, the governing body shall establish by majority vote the sequence in which the vacancies are filled.

2.04.070 Vice Mayor.

- A. Pursuant to W.S. § 15-1-108(a)(i), the Mayor shall designate a Councilmember to serve as mayor pro tem or Vice Mayor in the Mayor’s absence or inability to perform the duties of the Mayor.

(Ord. _____ § 1, 2021)

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 _____ 20____.
PASSED 2ND READING THE _____ DAY OF _____ 20____.
PASSED AND APPROVED THE _____ DAY OF _____ 20____.

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 _____ 20____.
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

ORDINANCE R

AN ORDINANCE GRANTING TERRA FIRMA SERVICES, LLC A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE / RECYCLABLE MATERIALS AND MUNICIPAL SOLID WASTE PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

WHEREAS, the Town Council, having determined that Terra Firma Services, LLC (“Grantee”) is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming (“Franchising Authority” or “Town”), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the Town makes the following findings:

1. Grantee’s technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee’s plans for operating the franchise were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The franchise granted to Grantee by the Town complies with the existing applicable laws and regulations;
4. The Franchise granted to Grantee is nonexclusive.

Paragraph 1. Grant of Authority. There is hereby granted to Terra Firma Services, LLC, hereinafter referred to as Grantee, the permission, right, privilege and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement (“Franchise”) and the applicable laws of the State of Wyoming, to collect and dispose of Compostable / Recyclable Materials and Municipal Solid Waste as those terms are defined in this Franchise within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

Paragraph 2. Term of Franchise. The Franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this Franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this agreement and make a determination with respect to an appropriate extension.

Paragraph 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the passage of this Ordinance, collect Compostable / Recyclable Materials and Municipal Solid Waste in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a recycling facility and/or composting facility; to pay all costs and charges therefore; and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses

and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of recyclable refuse and compostable materials and with hours of collection being subject to the approval of Grantor.

Paragraph 4. Definitions. For the purposes of this Ordinance the following terms shall have the meaning given herein:

- A. *Compostable / Recyclable Materials* shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
- B. *Construction / demolition waste* includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.
- C. *Municipal Solid Waste* shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.
- A. *Answering service* shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

Paragraph 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and franchise fees as follows:

- A. 5% (five percent) of gross revenues per year for the collection of Municipal Solid Waste.
- B. 2% (two percent) of gross revenues per year for the collection of Compostable / Recyclable Materials.
This rate reflects the value of recycling and compost collection to the Town of Jackson's waste reduction efforts.

Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant and according to Generally Accepted Accounting Principles ("GAAP") upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Paragraph 5. Late Payments. In the event any payment is not received on the date due, Grantee shall pay ten percent (10%) interest on the amount due, calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default.

Paragraph 6. Books and Records. Grantee agrees that the Franchising Authority, upon reasonable notice to Grantee, may review such of its books and records as are kept in the normal course of business at Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other location. Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law.

Paragraph 7. Rights and Privileges. The Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a collection service in the Town for Compostable / Recyclable Materials and Municipal Solid Waste for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees, minus the franchise fees, for such Compostable / Recyclable Materials and Municipal Solid Waste collection specified in Section 15 below, and subject to any and all statutes or rules and regulations of the State of Wyoming.

Paragraph 8. Salvage Rights. It is further agreed that Grantee shall become the absolute owner of all Compostable / Recyclable Materials and Municipal Solid Waste to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Compostable / Recyclable Materials and Municipal Solid Waste to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

Paragraph 9. Conduct of Work. Grantee, its employees or agents, engaged in the collection of Compostable / Recyclable Materials and Municipal Solid Waste shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, its employees or agents, shall exercise reasonable care in the handling of Compostable / Recyclable Materials and Municipal Solid Waste and the receptacles containing the same. Grantee may not burn any Compostable / Recyclable Materials and Municipal Solid Waste but must haul all Compostable / Recyclable Materials and Municipal Solid Waste, except that set forth in Section 8 of this Ordinance, to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, its employees or agents, shall insure in the hauling of Compostable / Recyclable Materials and Municipal Solid Waste that no spillage occurs and that the Compostable / Recyclable Materials and Municipal Solid Waste be hauled in such a manner so as not to scatter en route, covering any vehicle used for the hauling of Compostable / Recyclable Materials and Municipal Solid Waste where necessary and practical to do so and shall see to its proper storage.

Paragraph 10. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of

the Grantee, its officers, employees, contractors, or agents, related in any way to the franchise granted herein. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this Section. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

Paragraph 11. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said Compostable / Recyclable Materials and Municipal Solid Waste collection fees or charges.

Paragraph 12. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this Franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30) day period the Grantee cures the failure or refusal to comply.

Paragraph 13. Office Maintenance; Public Service. As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise it will maintain an office and/or an Answering Service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring collection services for Compostable / Recyclable Materials and Municipal Solid Waste.

Paragraph 14. Assignment. It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Paragraph 15. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Compostable / Recyclable Materials and Municipal Solid Waste as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of Compostable / Recyclable Materials and Municipal Solid Waste within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or monopolistic levels.

Paragraph 16. Enforcement. In the event the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action in court seeking any relief which may be available; and
- B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

Paragraph 17. Review of Terms and Conditions. It is further agreed that the terms and conditions of this Franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this Franchise.

Paragraph 18. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this Franchise Agreement.

Paragraph 19. Pick-Up Locations. Compostable / Recyclable Materials and Municipal Solid Waste pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by ordinance of the Town of Jackson.

Paragraph 20. Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party upon actual receipt when hand delivered, upon mailing when sent by nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested.

The notices or responses to the Franchising Authority shall be addressed as follows:

Town of Jackson
Town Clerk
P.O. Box 1689
150 E. Pearl Avenue
Jackson, WY 83001

The notices or responses to the Grantee shall be addressed as follows:

Terra Firma Services, LLC
POB 2713
Jackson, WY 83001

Paragraph 21 Miscellaneous Provisions.

- A. **Binding Effect.** This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
- B. **Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.
- C. **Governmental Immunity.** The Franchising Authority does not waive its governmental or sovereign immunity by entering into this Franchise Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.
- D. **Venue.** In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.
- E. **Controlling law.** This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.
- F. **Non-Waiver.** Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.
- G. **Effective Date.** The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.
- H. **Descriptive Headings.** The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

ACCEPTANCE OF FRANCHISE AGREEMENT

The undersigned hereby accept the terms and conditions set forth in the foregoing Franchise Ordinance.

TERRA FIRMA SERVICES, LLC.

TOWN OF JACKSON

_____, _____

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE ___ DAY OF ___, 2021.

PASSED 2ND READING THE ___ DAY OF ___, 2021.

PASSED 3RD READING AND APPROVED THE ___ DAY OF ___, 2021.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance ___ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the ___ day of ___, 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

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Town Council Regular
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Ordinance S - Regular Workshop Time	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council sets all regular meetings by ordinance pursuant to W.S. §16-4-404(a). Regular meetings have been established by ordinance and this has been codified in 2.04.010 of the Municipal Code. An ordinance is required in order to change the commencement time for a regularly scheduled meeting.

Requested Action.

The requested action is for the Town Council to approve Ordinance S which amends the time for regular Town Council workshop meetings to 1:30 PM on the 3rd Monday of each month.

Recommendations.

Staff recommends Council approve Ordinance S which amends the time for regular Town Council workshop meetings to 1:30 PM on the 3rd Monday of each month.

Background.

The Town Council discussed this issue at the November 1 Town Council meeting held at 6:00 PM under Matters from Mayor and Council and directed staff to bring the change forward as an ordinance for first reading at the November 5, 6:00 PM Town Council meeting.

There are three kinds of regular meetings the Jackson Town Council has set by ordinance, regular 6:00 PM meetings the first and third Mondays of each month (with holiday exceptions), regular 3:00 PM meetings held the third Monday of each month (with holiday exceptions), and regular 3:00 PM meetings held jointly with Teton County the first Monday of each month (with holiday exceptions). The regular 3:00 PM meetings held the third Monday of each month are used as Town Council workshops. There have been numerous occasions during the past several years where additional time or additional meetings were requested by staff or Council in order to provide adequate time to present and discuss more complex issues and Council priorities.

Stakeholders include the Town Council, staff, and citizens interested in viewing or participating in regular workshop meetings.

Ordinance S changes the commencement time for regular workshop meetings to a 1:30 PM start and also cleans up the formatting of Section 2.04.010 for ease of referencing.

Analysis.

The key points to consider are what works best for the Town Council to conduct the public's business, what works for Town staff in order to properly prepare and present quality information to facilitate sound decisions of the Town Council, and what works for community members in order to ensure consistent, reliable, accessible and transparent conducting of the public's business.

Should the Council adopt this ordinance on first reading, staff will place Ordinance S on the agenda for second reading on December 6, third reading on December 20, and advertising on December 22, 2021. Beginning the regular workshop meeting at 1:30 PM would occur with the first workshop in 2022 which would be the January 18 regular workshop.

Possible Alternatives.

The Town Council can choose to leave the start time for the regular workshop meetings as it currently exists or choose another direction.

Comprehensive Plan & Priority Alignment.**Fiscal Impact.**

There is no fiscal impact associated with adopting Ordinance S on first reading. As with any ordinance that is adopted, it requires advertisement prior to taking effect and the cost for advertising usually ranges between \$400 - \$1000 depending on the length.

Staff Impact.

The staff impact of research, preparation of staff reports, and review of staff reports is approximately 4 hours. The staff impact of changing the start time of the regular workshop from 3:00 PM to 1:30 PM is positive in that it requires less polling of Council to set special meetings or change the start time of regular meetings, it provides a consistent schedule for meetings such that staff can rely on having a week off in between meetings in order to properly prepare, and it provides the additional time staff is requesting in order to work with the Council on more complex or priority issues.

Attachments or Links.

Ordinance S.

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

I move to approve Ordinance S on first reading as presented which amends the time for regular Town Council Workshop Meetings to 1:30 PM on the 3rd Monday of each month.

ORDINANCE S

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1002, 872, 457, 384, 360, 145, 145A, AND 145B AND SECTION 2.04.010 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING THE TIME FOR REGULAR MEETINGS AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1002, 872, 457, 384, 360, 145, 145A, AND 145B and Section 2.04.010 of the Jackson Municipal Code are hereby amended and reenacted to read as follows:

2.04.010 Regular meetings.

The regular meetings of the Town Council shall be held as follows and in accordance with Wyoming State Statute:

- A. At 6:00 P.M. an Evening Meeting on the first and third Mondays of each month of the year, unless such day shall be a legal holiday, and then such meeting shall be held at 6:00 P.M. on the next regular business day following the holiday. The meetings shall be held in the council chambers of the Town of Jackson Town Hall, Jackson, Wyoming, unless the Council, pursuant to law, meets virtually.
- B. At 1:30 P.M. a Workshop Meeting on the third Monday of each month of the year, unless such day shall be a legal holiday, and then such meeting shall be held at 1:30 P.M. on the next regular business day following the holiday. The meetings shall be held in the council chambers of the Town of Jackson Town Hall, Jackson, Wyoming, unless the Council, pursuant to law, meets virtually.
- C. At 3:00 P.M. a Joint Information Meeting on the first Monday of each month of the year in conjunction with the Teton County Wyoming Commission, unless such day shall be a legal holiday, and then such meeting shall be held at 3:00 P.M. on the second Monday of that month. The meetings shall be held in the council chambers of the Town of Jackson Town Hall during the months of January through June and in the county commission chambers of the Teton County Administration Building during the months of July through December, both located in Jackson, Wyoming, unless the elected officials of the Town of Jackson and Teton County, Wyoming, pursuant to law, meet virtually.

(Ord. ____ §1, 2021; Ord. 1002 § 1, 2012; Ord. 872 § 1, 2008; Ord. 457 § 1, 1993: Ord. 384 § 1, 1989: Ord. 360 § 1, 1987: Ord. 145B § 1, 1974: Ord. 145A § 1, 1972: Ord. 145 § 1, 1971.)

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 _____ 20____.
PASSED 2ND READING THE _____ DAY OF _____ 20____.
PASSED AND APPROVED THE _____ DAY OF _____ 20____.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Roxanne Robinson, Deputy 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 _____ 20____.

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

Roxanne Robinson, Deputy Town Clerk

STAFF REPORT



Meeting Date:	November 15, 2021	Meeting Title:	Regular
Submitting Department:	Community Development	Presenter:	Tyler Sinclair
Agenda Item:	Ordinances updating Title 15 Buildings and Construction from the 2018 to the 2021 Building Codes	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to revise Title 15 Buildings and Construction of the Jackson Municipal Code specifically those sections relating to Code versions from the 2018 to 2021 codes.

Requested Action.

Approve all ordinances as presented.

Recommendations.

Staff recommends Town Council adopt, by ordinance, the 2021 Editions of the International Building, Existing Building, Fire, Wildland Urban Interface, Mechanical, Residential, Plumbing, Energy and Fuel Gas Codes with amendments recommended by the Building Official and Fire Official.

Background.

Staff has prepared ordinances that provide for the adoption of the 2021 International Building, Fire, Wildland Urban Interface, Mechanical, Residential, Plumbing, and Fuel Gas Codes and recommends that they become effective on January 1, 2022.

The purpose of the Building and Fire codes is to establish the minimum requirements to safeguard the public health, safety and general welfare of the community. The codes meet this purpose by ensuring all buildings comply with minimum standards for structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations. The Town of Jackson Building Department and Jackson Hole Fire/EMS are responsible for enforcement of Building and Fire codes respectively in the Town of Jackson. The Wyoming State Fire Marshal, through Wyoming Statute Section 35-9-121, has assigned the Town of Jackson "Home Rule" for oversight of the Building and Fire Codes adopted at the State level with exception of enforcement in State owned or leased buildings. Effective, January 1, 2022, the Wyoming State Fire Marshal in accordance with W.S. 35-9-106 is moving to the 2021 International Building Code, Existing Building Code, Fire Code, Mechanical Code and Fuel Gas Code. In addition to the codes and code editions required by the State Fire Marshal's rules to retain "Home Rule Jurisdiction", the Town voluntarily has chosen in the past to adopt the Energy Conservation, Wildland Urban Interface, Residential and Plumbing Codes.

For codes adopted by the State including the International Building, Existing Building, Fire, Mechanical, and Fuel Gas codes, the Town may only amend to be more restrictive. For codes adopted voluntarily by the Town including Energy Conservation, Wildland Urban Interface, Residential and Plumbing Codes, the Town may amend as they see fit.

Analysis.

Comprehensive Plan Chapter 4: Town is Heart of the Region, identifies public safety of the residents and visitors to the Town of Jackson as a central goal. A primary contributing factor of public safety in the built environment is to assure adoption and compliance with the most up to date Building and Fire codes.

The proposed ordinances updating Title 15 Buildings and Construction contain updated references to adopt/update to the 2021 codes from the current 2018 codes along with current and proposed local amendments. Please see the attached ordinances for existing and proposed amendments to the 2021 codes presented by staff. Complete copies of the codes are available from staff for review. Below staff have provided a summary of significant code changes for Council consideration.

- **International Energy Conservation Code** – Adoption of the 2021 code replacing the current 2012 code. Staff finds that the increased R-values of ceiling insulation from R-49 to R-60 and Window and Door fenestration U-Factors from U-.32 to U-.30 are positive updates to the code. Staff has proposed a local amendment to amend out all commissioning requirements of 2021 International Energy Conservation Code. Staff is recommending this amendment as our community does not have the commissioning agencies required to meet this requirement.
- **International Residential Code** - Staff has proposed a local amendment to amend out all commissioning requirements in the 2021 International Residential Code energy provisions. Staff is recommending this amendment as our community does not have the commissioning agencies required to meet this requirement
- **International Building and Residential Codes** - To include a local amendment to add the requirement for a Cold Roof System on Structural Insulated Panels (SIP) roofs.
- Adoption of the **International Existing Building Code** as a requirement of the State of Wyoming.
- **International Wildland-Urban Interface Code** – To include a local amendment to prohibit the use of wood shakes and wood shingles within the mapped Wildland-Urban Interface areas of the Town.

Staff notes that Council gave previous direction to revise additional sections of Title 15 including Contractor Licensing and an overall Title update. Due to the time sensitive nature of updating the Building Codes placed on the Town by the State, staff elected to proceed with the proposed amendments to update the Code versions from 2018 to 2021 prior to incorporating the previous Council direction and overall Title update will be provided at a future meeting.

Possible Alternatives.

- Direct staff to revise the proposed ordinances and bring back to Council for consideration at a later date.
- Other

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.

Fiscal impact to the Town associated with updating to the new code editions is minimal. The Building and Planning department typically spend approximately \$3,000.00 on new code books and approximately \$1,200.00 on code commentaries. In addition, staff typically attends training on the new codes, with an estimated cost approximately \$3,000.00. All described fiscal impacts are accounted for in the FY22 approved budget.

Staff Impact.

Staff in the Community Development, Fire and Legal departments have spent approximately 40 hours completing the proposed ordinances.

Attachments or Links.

Ordinance T - 2021 International Building Code

Ordinance U - 2021 International Energy Conservation Code

Ordinance V - 2021 International Existing Building Code

Ordinance W - 2021 International Fire and Wildland Urban Interface Code
Ordinance X - 2021 International Mechanical Code
Ordinance Y - 2021 International Residential Code
Ordinance Z - 2021 International Plumbing Code
Ordinance A - 2021 International Fuel Gas Code

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

Ordinance T

I move to approve Ordinance T on first reading.

Ordinance U

I move to approve Ordinance U on first reading.

Ordinance V

I move to approve Ordinance V on first reading.

Ordinance W

I move to approve Ordinance W on first reading.

Ordinance X

I move to approve Ordinance X on first reading.

Ordinance Y

I move to approve Ordinance Y on first reading.

Ordinance Z

I move to approve Ordinance Z on first reading.

Ordinance A

I move to approve Ordinance A on first reading.

ORDINANCE T

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 320, 406, 430, 450, 483, 493, 601, 1020, 1141 AND 1229, SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 271 AND 854, SECTION 4 OF TOWN OF JACKSON ORDINANCE NO. 760, SECTION 8 OF TOWN OF JACKSON ORDINANCE NO. 1280 AND SECTION 15.04.020 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL BUILDING CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 320, 406, 430, 450, 483, 493, 601, 1020, 1141 and 1229, Section 2 of Town of Jackson Ordinance Nos. 271 And 854, Section 4 of Town of Jackson Ordinance No. 760, Section 8 of Town of Jackson Ordinance No. 1280 and Section 15.04.020 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.04.020 International Building Code.

A. All buildings and temporary structures built or located within the ~~town~~ from and after ~~July 1, 2019~~ January 1, 2022, January 1, 2022 shall be constructed in accordance with the requirements of the International Building Code, ~~2012~~ 2021 Edition, as published by the International Code Council, specifically **excluding** all appendices. ~~The~~ said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out, except as follows:

1. The last sentence of **Section 101.4.3. Plumbing** shall read: "The provisions of the Wyoming Department of Environmental Quality shall apply to private sewage disposal systems."
2. **Section 101.4.4 Property Maintenance** shall be deleted in its entirety.
3. **Section 103.3 Deputies.** The last sentence shall be deleted.
4. **Section 104.11.0.1 shall be amended by adding "Section 104.11.0.1 Structural Insulated Panel Roof Assemblies. All roofs utilizing Structural Insulated Panels (SIP) will be required to include a cold roof ventilation design approved by the Building Official."**
5. **Section 105.2 Work exempt from permit.**
 - a. **Item 6 shall be amended as follows: "Platforms, decks, sidewalks and driveways not more than 30-inches above grade and not over any basement or story below and are not part of an accessible route."**
 - b. **Item 11 shall read: "Swings and other playground equipment."**
6. **Section 108.3 Temporary Power.** The last sentence shall read: "The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat, or power in the National Electrical Code."
- 1.7. **Section 109.2 Schedule of Fees** shall read: "On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid in an amount as established by resolution. A non-refundable deposit in an amount established by resolution, to be applied against the full building permit fee, shall be paid at the time of building permit application for all commercial, industrial, and multi-family buildings. ~~The fee for each permit shall be as set forth in the adopted Building Permit Fees Schedule of the Town of Jackson.~~"

- ~~2-8.~~ A second sentence shall be added to **Section 109.2** Schedule of permit fees which shall read, "Additionally, when a third-party review is required by the administrative authority, it shall be paid for by the applicant, authorized representative, or owner."
- ~~3-9.~~ **Section 109.6 Refunds** shall read "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance. Not more than 80 percent of the permit fee paid shall be refunded before 270 days from the date of permit issuance, when no work has been done under a permit issued in accordance with this code."
- ~~4-10.~~ Add **Section 109.3.140.3.11 Re-inspection Fee**. "A re-inspection fee, in an amount established by resolution and due prior to the re-inspection taking place, may be assessed for each ~~inspection or~~ re-inspection when such portion of the work for which inspection is requested is not complete or when required corrections have not been made. Re-inspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from the plans requiring the approval of the Building Official."
- ~~5-11.~~ **Section 305.2 Group E, Day Care Facilities** shall be revised to read, "The use of a building or structure, or portion thereof, for educational, supervision or personal care services for more than ten children older than 2-1/2 years of age, shall be classified as a Group E occupancy."
- ~~6-12.~~ **Section 308.5.4** Ten or fewer persons receiving care in a dwelling unit shall be revised to read, "A facility such as the above with ten or fewer persons shall be classified as a Group R-3 or shall comply with the International Residential code in accordance with Section 101.2."
- ~~7-13.~~ **Section 901.7 Fire Areas**. Revise to read as follows: Where structures or portions thereof, are 5,000 square feet or larger, the building shall be protected by an approved automatic fire sprinkler system, installed in accordance with further requirements of the IBC, IFC, and/or NFPA 13, 13D or 13R, whichever applies based on type of occupancy. For the purpose of this section, square footage calculations shall be measured from the exterior surface of framing members encompassing the perimeter of the Fire Area, from the interior surface of concrete or masonry walls that are 50 % or more below grade, and for log construction to the exterior surface of foundations or supporting elements.
- ~~8-14.~~ **Section 903.2 Where required**. A second sentence shall be added and shall read, "Additionally, all structures, regardless of occupancy, 5000 square feet or larger shall be protected by an approved automatic sprinkler system, installed in accordance with further requirements of this Chapter whichever applies based on type of occupancy. Where requirements in this chapter are more restrictive, the more restrictive requirement shall control. EXCEPTIONS: Agricultural buildings. Where uses other than residential occur within an agricultural building, and comprise ~~of~~ not more than 10% of the floor area of such building, an automatic fire extinguishing system may be omitted, unless otherwise required by this Chapter."
- ~~9-15.~~ The exceptions to **Fire Alarms Sections 907.2.1** Group A, 907.2.2 Group B, 907.2.4 Group F, and 907 2.7 Group M shall be revised to read as follows: Exception: See section 907.2 of the International Fire Code for locations of manual fire alarm boxes.
- ~~10-16.~~ Delete **Section 1030.1 Exception 4** in its entirety.
- ~~11-17.~~ A fourth sentence shall be added to the first paragraph of **Section 1608.2, Ground Snow Loads** and shall read, "The ground snow load shall be 93 psf."

~~12-18.~~ The second sentence of Section **1805.1.2 Under Floor Space** shall be revised to read "Where there is evidence that the seasonal ground water table rises to the elevation of the bottom floor of the crawl space, the ground level of the under-floor space shall be elevated to a minimum of 12 inches above such elevation unless an approved drainage system is provided".

~~13-19.~~ **Section 1809.5 Frost Protection.** Amend by Deleting Section 1809.5 in its entirety and replacing with the following: "Foundation walls, piers, and other permanent supports of buildings and structures shall be protected from frost by the following method: Footings subject to frost shall have a minimum depth of 34 inches measured from finished grade to the bottom of the footing or the depth otherwise specified by the Soils Engineer of record."

~~14-20.~~ **Delete Section 1809.12 Timber Footings.** ~~Amend by deleting~~ in its entirety.

(Ord. §1, 2021; Ord. 1280 § 8, 2021; Ord. 1229 § 1, 2019; Ord. 1141 § 1, 2016; Ord. 1020 § 1, 2013; Ord. 854 § 2, 2007; Ord. 760 § 4, 2004; Ord. 601 § 1, 1998; Ord. 493 § 1, 1995; Ord. 483 § 1, 1994; Ord. 450 § 1, 1992; Ord. 430 § 1, 1991; Ord. 406 § 1, 1990; Ord. 320 § 1, 1984; Ord. 271 § 2, 1981.)

SECTION II.

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

SECTION III.

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

SECTION IV.

This ordinance shall become effective on January 1, 2022.

PASSED 1ST READING THE ____ DAY OF _____ 2021.

PASSED 2ND READING THE ____ DAY OF _____, 2021

PASSED AND APPROVED THE ____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

_____, 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.

_____, Town Clerk

ORDINANCE U

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1021 AND 862 AND SECTION 15.05.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance No. 1021 and 862 and Section 15.05.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.05.010 International Energy Conservation Code--Adoption by reference.

A. All buildings and temporary structures built or located within the town from and after ~~June 1, 2013~~ January 1, 2022 shall be constructed in accordance with the requirements of the International Energy Conservation Code, ~~2012~~ 2021 Edition, as published by the International Code Council, specifically **excluding** all appendices. ~~The s~~Said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out, except as follows:

1. **Sections C401.1 and R401.1** shall have the following added to the end of each of the paragraphs:

EXCEPTION: Log buildings shall be provided with the following:

1. Exterior log walls shall have a minimum diameter of 8 inches and shall be exempt from the exterior wall insulation requirements.
2. Roof/ceiling assemblies shall be provided with a minimum R-~~60~~49 roof insulation.
3. All HVAC ductwork shall be insulated or installed within conditioned space.

2. ~~Table C402.2 Amend the intersection of the climate zone 7 column with the row identified as Wood framed and other, to read R-20+R-3.8ci. Delete Sections: C402.5.1.5, C402.5.2, C402.5.2, and C408.2 thru C408.2.4 from the Commercial Standard.~~

3. ~~Delete Sections: N1102.4.1.2 and N1103.3.5 from the Residential Standard.~~

(Ord. ~~§ 1, 2021~~, Ord. 1021 § 1, 2013; Ord. 862 § 1, 2008.)

SECTION II.

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

SECTION III.

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

SECTION IV.

This ordinance shall become effective January 1, 2022.

PASSED 1ST READING THE _____ DAY OF _____, 2021

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
_____, 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.

_____, Town Clerk

ORDINANCE V

AN ORDINANCE ADDING CHAPTER 15.06 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

There is hereby added Chapter 15.06 to the Jackson Municipal Code to read as follows:

Chapter 15.06 INTERNATIONAL EXISTING BUILDING CODE

Sections: 15.06.010 International Existing Building Code – Adoption by reference

15.06.010 International Existing Building Code

- A. All existing buildings built or located within the Town from and after January 1, 2022 shall be constructed in accordance with the requirements of the International Existing Building Code, 2021 Edition, as published by the International Code Council, specifically **excluding** all appendices. Said Code is incorporated herein by reference as if the same were fully herein set out except as follows:
1. **Section 108.2 Schedule of Fees** shall read, "For all buildings; structures; electrical, gas, mechanical, and plumbing systems; and alterations to the foregoing requiring a permit, a fee in an amount established by resolution for each permit shall be paid at the time of application. A non-refundable deposit in an amount established by resolution, to be applied against the full building permit fee, shall be paid at the time of building permit application for all commercial, industrial, and multi-family buildings."
 2. **Section 108.2.1 Schedule of Permit Fees** shall be added, which shall read as follows: "Additionally, when a third-party review is required by the administrative authority, it shall be paid for by the applicant, authorized representative, or owner."
 3. **Section 108.6 Refunds** shall read "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance."

(Ord. _____ § 1, 2021).

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a

separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This ordinance shall become effective January 1, 2022.

PASSED 1ST READING THE _____ DAY OF _____, 2021

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

_____, 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.

_____, Town Clerk

ORDINANCE W

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1234, 1143, 1022, 885, 591, 497, 446, 408, 372, AND 321, C-1; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 277 AND 272; AND SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 761; AND SECTION 15.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL FIRE CODE, 2021 EDITION, AND THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS AND APPENDICES INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1234, 1143, 1022, 885, 591, 497, 446, 408, 372, and 321, C-1, Section 2 of Town of Jackson Ordinance Nos. 277 and 272, and Section 3 of Town of Jackson Ordinance No. 761, and Section 15.08.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.08.010 International Fire Code and International Wildland-Urban Interface Code – Adoption by reference

There is hereby adopted by the Town Council of the Town of Jackson, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain Codes known as the International Fire Code and International Wildland-Urban Interface Code, 2021 Editions, published by the International Code Council, Inc., with the following amendments:

- A. THE INTERNATIONAL FIRE CODE (IFC)**, including Appendices B, C, D, E, F, and G, 2021 Edition, referring to the most current year standard referenced in the code, as published by the International Code Council, Inc., with the following amendments:
- 1. GENERAL:** Substitute the National Electrical Code for all reference to the ICC Electrical Code throughout the IFC.
 - 2. CHAPTER 3, General, SECTION 307, Open Burning.** Add sections:
307.6 Pile Volume. The pile volume of any open burn shall not exceed 1000 cubic feet.
307.7 Prohibited materials. Materials containing paints, resins, glues, stains or any other manufactured coating or bonding material shall not be burned.
 - 3. CHAPTER 4, Emergency Planning and Preparedness, SECTION 403, Emergency Preparedness Requirements, SUBSECTION —403.4 Group E Occupancies.** Add subsection:
403..44 Alternate type of drill. Alternate safety drills may be used in lieu of fire evacuation drills provided fire evacuation drills are conducted at each public or private Group E Occupancy not less than four (4) times during any one (1) academic year. The building's fire alarm system shall be tested at each fire evacuation or alternate safety drill. An alternate safety drill may include any organized response to a potential threat to the health and safety of the student population.
 - 4. CHAPTER 5, Fire Service Features, SECTION 507, Fire Protection Water Supplies, SUBSECTION 507.5.1 Where Required.** Amend exceptions to read:
Exceptions:
 1. For Group R-3 and Group U occupancies, the distance requirements shall be 500 feet (152 m).
 2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 500 feet (152 m).
 - 5. CHAPTER 9, Fire Protection and Life Safety Systems, SECTION 903, Automatic Sprinkler Systems, SUBSECTION 903.3 Installation requirements 903.3.1.1.1 Exempt locations,** Add exceptions:
 1. The upper ceiling of an elevator shaft built in accordance with Section 3008 of the International Building Code.

6. **CHAPTER 9, Fire Protection and Life Safety Systems, SECTION 903, Automatic Sprinkler Systems, SUBSECTION 903.2 Where Required.** Add second paragraph and exception:

Additionally, all structures, regardless of occupancy, 5000 square feet or larger, shall be protected by an approved automatic sprinkler system, installed in accordance with further requirements of this Chapter whichever applies based on type of occupancy. Where requirements in this chapter are more restrictive, the more restrictive requirement shall control.

Exception: Agricultural buildings.

Where non-agricultural uses, other than residential, occur within an agricultural building, and comprise not more than 10% of the floor area of such building, an automatic fire-extinguishing system may be omitted unless otherwise required by this Chapter.

7. **CHAPTER 12, Energy Systems, SECTION 1205.2 Solar Photovoltaic Power Systems, Access and Pathways,**

Add: Exception: 3. Structures built to the International Building Code and fully fire sprinklered with a NFPA 13 System.

8. **CHAPTER 23, Motor Fuel-Dispensing Facilities and Repair Garages, SECTION 2301, General.** Add subsections:

2301.7 Emergency Spill Containment. Each automotive motor fuel-dispensing facility, marine motor fuel-dispensing facility, and fleet vehicle motor fuel-dispensing facility shall maintain not less than one spill kit within 100 feet of dispensing equipment and shall be immediately available for Fire Department use. The type and size of spill kit shall be determined by the Fire Code Official and shall be based upon the product and potential spill size. The person in control of the facility shall be responsible to ensure kit supplies are replaced immediately after use.

2301.8, Disposal of Spilled Product. The person in control of the facility shall be responsible for proper disposal of all spilled materials and spill mitigation products. Spilled materials shall be immediately removed from the facility and shall be transported to the appropriate hazardous waste facility. If immediate removal is not possible, the spilled material and containment products shall be stored in a manner approved by the Fire Code Official.

9. **CHAPTER 56, Explosives and Fireworks, SECTION 5601, General, SUBSECTION 5601.1.3, Fireworks.**

Strike Exception 4.

10. **CHAPTER 61, Liquefied Petroleum Gases, SECTION 6104, Location,**

Add: LP-Gas containers having a water capacity of 125 Gallons or more, shall be defined as a utility and be buried underground.

- B. **THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE (IWUIC),** including Appendices, 2021 Edition, as promulgated by the International Code Council, Inc., with the following amendments:

1. **GENERAL:** Substitute the National Electrical Code for all reference to the ICC Electrical Code throughout the IWUIC.

2. **CHAPTER 1, Scope and Administration, SECTION 101, Scope and General Requirements, SUBSECTION 101.5, Additions or alterations.** Add exception:
Exception: Additions or alterations of not more than 500 square feet to existing structures shall not be required to conform to that required for a new building or structure.

3. **CHAPTER 4, Urban-Wildland Interface Area Requirements, SECTION 403, Access, SUBSECTION 403.2.3 Service limitations.** Amend to read:
A driveway shall serve not more than two dwelling units.

4. **CHAPTER 5, Special Building Construction Regulations, SECTION 501, General. CHAPTER 5, IGNITION-RESISTANT CONSTRUCTION MATERIAL, SECTION 503.1.4 Vent locations,** Add exception:

3. Exception: Cold Roofs constructed above structural framing and insulation shall be allowed to have horizontal ventilation located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Ventilation shall be allowed when the structural sheathing is protected by noncombustible materials used for one hour fire resistive construction. Such ventilation shall be

covered with noncombustible, corrosion-resistant mesh with opening not to exceed ¼ inch (6.4 mm). A Cold Roof is a roof assembly constructed with a ventilated cavity above the insulated roof provided to equalize exterior and interior temperatures through the process of air movement.

CHAPTER 5, IGNITION-RESISTANT CONSTRUCTION MATERIAL, SECTION 503.2, Add: 503.2.1 Wood Shakes and Shingles. The use of all types of wood shake and wood shingles is prohibited withing the mapped Wildland-Urban Interface area.

5. **CHAPTER 6, Fire Protection Requirements, SECTION 606, Liquefied Petroleum Gas Installations.** Add subsection:
606.3 Underground installation. LP-gas containers shall be installed underground within the wildland-urban interface.
INSERT APPENDIX C- All 3 tabs

Section 7. Fire Code Official. The “Fire Code Official” referred to by the International Fire Code, as herein adopted, is the officer charged with the implementation, administration and enforcement of such codes. The Fire Code Official is hereby defined and declared to be the Fire Chief of Jackson Hole Fire/EMS.

Section 8. Enforcement. It shall be the duty of the Fire Chief to enforce the provisions of this ordinance and to make inspections and test hereunder.

Section 9. Date of Effect. This ordinance shall take effect and be in force from and after its approval date as required by law.

A copy of said Code is on file and available in the Office of the Fire Chief.
(Ord. _____ § 1, 2021; Ord. 1234 § 1, 2019; Ord. 1143 § 1, 2016; Ord. 1022 § 1, 2013; Ord. 885 § 1, 2008; Ord. 761 § 3, 2004; Ord. 591 § 1, 1998; Ord. 497 § 1, 1995; Ord. 446 § 1, 1992; Ord. 408 § 1, 1990; Ord. 372 § 1, 1987; Ord. 321, C-1 § 1, 1984; Ord. 277 § 2, 1981; Ord. 272 § 2, 1981.)

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

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

SECTION IV.
This ordinance shall become effective January 1, 2022.

PASSED 1ST READING THE TH DAY OF _____, 2021.
PASSED 2ND READING THE TH DAY OF _____, 2021.
PASSED AND APPROVED THE TH DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
_____, Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

ATTESTATION OF TOWN CLERK

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.

_____, Town Clerk

ORDINANCE X

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1232, 1145, 1023, 603, 494, 447, 412 AND 322; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 855 AND 273; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 762; AND SECTION 15.12.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL MECHANICAL CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1232, 1145, 1023, 603, 494, 447, 412 and 322; Section 2 of Town of Jackson Ordinance Nos. 855 and 273; Section 3 of Town of Jackson Ordinance No. 762; and Section 15.12.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.12.010 International Mechanical Code--Adoption by reference.

All buildings and temporary structures built or located within the ~~Town town~~ from and after ~~July 1, 2019~~ January 1, 2022, shall be constructed in accordance with the requirements of the International Mechanical Code, 2021~~18~~ Edition, as published by the International Code Council, specifically excluding all appendices. The said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out except as follows:

1. Section 101.1 Title shall read, "These regulations shall be known as the Mechanical Code of the Town of Jackson, hereinafter referred to as "this code".
2. **Section 106.5.2 Fee Schedule** shall read: "All work fees shall be in amounts established by resolution."
3. **Section 106.5.3 Fee Refunds** number .2 shall read: "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code."
4. **Section 106.5.3 Fee refunds** number .3 shall be deleted.
5. A third sentence shall be added to **Section 107.2.3 Approval** and shall read: "A re-inspection fee, in an amount established by resolution and due prior to the re-inspection taking place, may be assessed for each ~~inspection~~ or re-inspection when such portion of the work for which inspection is requested is not complete or when required corrections have not been made. Re-inspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from the plans requiring the approval of the Building Official."
6. **Section 108.4 Violation penalties** shall read, "Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing or mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate of occupancy issued under the provisions of this code, shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code."
7. The last sentence of **Section 108.5 Stop work orders** shall read "Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code."
8. **Section 702.1** shall be added to read, "Combustion and dilution air shall be permitted to be obtained entirely from the indoors in buildings, other than Group R Occupancies, that are not of unusually tight construction".
9. **Section 702.2** shall be added to read, "This section shall apply only to appliances located in confined spaces in buildings, other than Group R Occupancies, not of unusually tight construction."

10. A second sentence shall be added to **Section 903.3 Unvented gas log heaters** and shall read, "Unvented gas log heaters shall not be installed in residential occupancies, habitable rooms or spaces or building of unusually tight construction."

Said code is available in the offices of the Town Clerk and the Town Building Official.

(Ord. § 1, 2021; Ord. 1232 § 1, 2019; Ord. 1145 § 1, 2016; Ord. 1023 § 1, 2013; Ord. 855 § 2, 2007; Ord. 762 § 3, 2004; Ord. 603 § 1, 1998; Ord. 494 § 1, 1995; Ord. 447 § 1, 1992; Ord. 412 § 1, 1990; Ord. 322 § 1, 1984; Ord. 273 § 2, 1981.)

SECTION II.

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

SECTION III.

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

SECTION IV.

This ordinance shall become effective on January 1, 2022.

PASSED 1ST READING THE ____ DAY OF _____, 2021.

PASSED 2ND READING THE ____ DAY OF _____, 2021.

PASSED AND APPROVED THE ____ DAY OF _____, 2021.

TOWN OF JACKSON

BY:

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

_____, 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 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.

_____, Town Clerk

ORDINANCE Y

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1230, 1147, AND 1024; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 856; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 764; AND SECTION 15.17.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1230, 1147, and 1024; Section 2 of Town of Jackson Ordinance No. 856; Section 3 of Town of Jackson Ordinance 764; and Section 15.17.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.17.010 International Residential Code--Adoption by reference.

- A. All detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress built or located within the ~~the~~ Town from and after ~~January 1, 2022~~ July 1, 2019 shall be constructed in accordance with the requirements of the International Residential Code, ~~2021~~ 2018 Edition, as published by the International Code Council, specifically **including appendix AF**. ~~The~~ said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out except as follows:
1. **Section R102.7 Existing Structures.** The first sentence shall read "The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code or the International Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public."
 2. **Section R104.11.0.1.** Amend by adding, "**Section R104.11.0.1 Structural Insulated Panel Roof Assemblies.** All roofs utilizing Structural Insulated Panels (SIP) will be required to include a cold roof ventilation design approved by the Building Official."
 - ~~2.3.~~ **Section 108.2.** A second sentence shall be added to **Section 108.2 Schedule of permit fees** that reads: ~~"On~~ "For all buildings; structures; electrical, gas, mechanical, and plumbing systems; ~~and~~ or alterations to the foregoing requiring a permit, a fee in an amount established by resolution for each permit shall be paid at the time of application."
 - ~~3.4.~~ **Section 108.5 Refunds** shall read, "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance." ~~Not more than 80 percent of the permit fee paid shall be refunded when no work has been done under a permit issued in accordance with this code"~~.
 5. **Section R113.4 Violation Penalties** shall be revised to read, "Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties 1.12.010 of the Town of Jackson Municipal Code".
 - ~~4.6.~~ **R301.1 Design.** Add the following: Residential structures, regardless of occupancy, 5,000 square feet or larger shall be protected by an approved automatic fire sprinkler system, installed in accordance with further requirements of the IRC and/or NFPA 13, 13D or 13R, whichever applies, based on type of occupancy and use of the structure.
 - a. **EXCEPTIONS:**
 - I. Agricultural buildings. Where uses other than residential occur within an agricultural building, and comprise not more than 10% of the floor area of such building, an automatic fire extinguishing system may be omitted unless otherwise required by other provisions as adopted by Town of Jackson.
 - II. Additions to existing residences built after October 1, ~~st~~ 1991, may use the 2-hour fire barrier provision to separate the fire areas to 5000 sq. ft. or less, on each side of the fire barrier and shall not be required to provide sprinkler protection provided that all of the following provisions are met:
 1. The door or doors separating the areas shall be 90-minute rated, self-closing and provided with hold-open devices actuated to release on detection of smoke by detectors located on each side of the door or by the loss of power.

2. Ducts that penetrate fire barrier shall have fire damper that is fire-resistance-rated to 90 minutes.
- b. Buildings permitted before October 1st, 1991, with additions permitted for construction on or after that date, totaling 5000 square feet or larger, shall be required to be protected by an approved sprinkler system throughout or may have the additions only, protected by an approved sprinkler system, provided they are separated from the exiting construction by a two hour fire barrier approved by the Building Official.
- c. For the purpose of this section, square footage calculations shall be measured from the exterior surface of framing members encompassing the perimeter of the Fire Area, from the interior surface of exterior concrete or masonry walls that are 50 % or more below grade, and for log construction to the exterior surface of foundations or supporting elements.

~~3. Buildings permitted before October 1st 1991.~~
~~EXCEPTION:~~

7. **Table R301.2(1)** shall read as follows:

Ground snow load	93 psf
Wind Speed	115 mph
Seismic Design Category	D
Weathering	Severe
Frost Line Depth	34 inches
Termite	None to Slight
Winter Design Temperature	30 degrees f
Ice Shield Underlayment Required	Yes
Flood Hazards	1989
Air Freezing Index	2531
Mean Annual Temp	38 degrees

8. The first sentence in **Section 301.1.3 Engineered design** shall be revised to read, “All residential structures shall be designed by a civil or structural engineer licensed in the State of Wyoming.

EXCEPTION:
~~Single family residences and accessory structures which are (1) of one story; (2) are of a regular (i.e. generally square or rectangular) shape; and (3) are of 2000 square feet of floor area or less. Such structures shall be designed in accordance with generally accepted engineering practices per the International Building Code, but need not obtain the stamp or seal of a civil or structural engineer.~~

9. **Section R302.6 Shall be revised to read: Dwelling/garage Separation required:** “The garage shall be separated from the residence and its attic area by not less than 5/8 inch Type X gypsum board applied to the garage side. The structure supporting the separation shall also be protected by not less than 5/8 inch Type X gypsum board.

10. **Section R302.7 Under stair protection** shall be revised to read, “Enclosed accessible space under stairs shall have the underside of the stair surface, all walls enclosing the under-stairs space, and any soffits protected on the enclosed side of the stairway—constructed with 5/8-inch type X gypsum board.”

11. Delete **Section R302.13** in its entirety.

12. Delete **Section R309.5 Fire Sprinklers** in its entirety.

13. **Section R310.1 Emergency Escape and Rescue Openings.** Delete **Exception 2** in its entirety.

14. Delete **Section R313 Automatic Fire Sprinkler Systems** in its entirety.

15. **Section R403.1.4.1 Frost Protection.**

- a. Item 1 to read “Extended below frost line, which is 34.”
b. Delete item number 2 in its entirety.

c. Change exception 1 to read "Freestanding accessory structures with an area of 600 square feet or less, an eave height of 10 feet or less, and do not have any plumbing, shall not be required to be frost protected."

16. ~~Sections~~ **R403.3**. Shall be replaced with ~~the a~~ sentence reading "Frost protected shallow foundations are prohibited."

17. Section **N1101.1.1 Special Conditions**.

- a1. All pools and spas shall be equipped with evaporation control covers.
- b2. All exterior landscape lighting shall be solar powered.
- c3. The first 5 feet of piping to storage water heaters shall be insulated.
- d4. Interior lighting fixtures shall be limited to 25% maximum use of incandescent lighting.
- e5. Finished garages and accessory structures shall meet the minimum insulation requirements for Table N1101.1.1.

18. Amend **Section N1102.1 Item 2. Insulation and fenestration criteria** ~~Amend~~ by adding the following: "In addition to these requirements place of ICC400, homes with exterior log walls shall meet the following requirements.

- a. Logs in exterior walls shall have a minimum dimension of 8 inches and shall have all spiral cracks greater than ¼ inch sealed in an approved manner.
- b. Roof insulation shall be a minimum R-~~60~~49.
- c. The reduction of R-values listed in N1102.2.1 and N1102.2.2 shall not apply.
- d. The primary heating source shall have a minimum AFUE rating of 90.
- e. Fenestration shall not exceed 30% of the gross conditioned wall area above grade. To determine allowable wall area of walk out (daylight) basements, the wall must have a minimum of 6 ~~feet~~ of exposure from finished grade. The 30% limit can be exceeded only if the designer can demonstrate that the UA total of the proposed design is less than the UA total of the same structure with 30% fenestration total and code minimum insulation and fenestration values using the ResCheck or other approved software programs."

19. Delete ~~Sections~~ **N1102.4.1.2, M1105.3.2.2, and M1106.7.2.2** ~~Testing~~ in their ~~its~~ entirety.

20. **Section M1503.43**

- a. This exception shall not apply ~~Delete exception for~~ to any new construction ~~only~~.
- b. This ~~Ex~~ception can only be used for remodels and only if the kitchen fan installation would require existing finishes to be removed.

21. ~~Add~~ **Section M1701.1.1 Buildings of unusually tight construction**. Add the first sentence to read as follows: "In all structures containing habitable space or unusually tight construction, combustion air shall be obtained from outside the thermal envelope."

22. Delete from the first sentence of M1801.1 the following: "except appliances listed and labeled for unvented use."

23. **Section G2406.2 (303.3) Prohibited Locations**. Delete Exceptions 3 and 4 in their entirety.

24. **Section G2414.5** shall be revised to read as follows: "Copper and brass tubing shall not be used for installations of gas piping systems."

25. Amend **Section G2432.1 (602.1)** ~~Amend~~ by adding the following: "Decorative appliances installed in residential occupancies shall be listed and labeled to allow for installation of glass doors and be listed and labeled to operate with the doors in the closed position."

Exception: An approved Flue Sentinel may be installed with an electrical interlock in conjunction with the decorative appliance only if the doors are not installed on the fireplace.

26. **Section G2433.1 (603.1) Log lighters**. General. Amend by adding the following sentence: "All gas fired log lighters shall be provided with a listed pilot safety device installed in accordance with the manufacturer's installation specifications."

27. **Section G2445.4 (621.2) Prohibited Use** shall be amended to read as follows: "Unvented room heaters shall not be installed in dwelling units, normally occupied spaces, any area meeting the definition of unusually tight construction, and shall also comply with Section G2406.2."

28. **Section G2445.7**. A second sentence shall be added to read: ~~Section G2445.7 Unvented log heaters and shall read~~, "Unvented log heaters shall not be installed in habitable rooms or spaces or any space meeting the requirements of unusually tight construction."

29. **Section P2603.5** The last sentence shall be revised to read "Water service pipe shall be installed not less than 72 inches deep."

30. **Section P2603.5.1** shall be revised to read: "Building sewers shall be a minimum of 48 inches below grade or shall be protected from freezing in an approved manner by the administrative authority."

31. **Section P3103.1.1** shall be revised to read “Open vent pipes that extend through a roof shall be terminated at least 16 inches above the roof or 6 inches above the anticipated snow accumulation level, whichever is greater.”

32. Delete **Sections E34 thru E40** in their entirety.

(Ord. § 1, 2021; Ord. 1230 § 1, 2019; Ord. 1147 § 1, 2016; Ord.1024 § 1, 2013; Ord. 856 § 2, 2007; Ord. 764 § 3, 2004.)

SECTION II.

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

SECTION III.

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

SECTION IV.

This ordinance shall become effective on January 1, 2022.

PASSED 1ST READING THE _____ DAY OF _____, 2021

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

_____, 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.

_____, Town Clerk

ORDINANCE Z

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 602, 495, 448, 407, 323, 274, 64, 1146 AND 1025; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 857; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 765; AND SECTION 15.24.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL PLUMBING CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 602, 495, 448, 407, 323, 274, 64, 1146 and 1025; Section 2 of Town of Jackson Ordinance No. 857; Section 3 of Town of Jackson Ordinance 765; and Section 15.24.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.24.010 International Plumbing Code --Adoption of International Plumbing Code by reference.

A. All buildings and temporary structures built or located within the ~~the~~ Town from and after January 1, 2022 ~~July 1, 2019~~ shall be constructed in accordance with the requirements of the International Plumbing Code, 2021~~18~~ Edition, as published by the International Code Council, specifically **excluding** all appendices. ~~The~~said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out except as follows:

1. **Section 106.6.2 Fee Schedule** shall read: "The fees for work shall be paid in an amount as
2. established by resolution."
3. **Section 106.6.3 Fee refunds** number .2 shall read: "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code."
4. **Section 106.6.3 Fee refunds** number 3 shall be deleted.
5. **Section 108.4 Violation penalties** shall read: "Any person who ~~shall~~ violates a provision of this ~~Code~~; or ~~shall~~ fails to comply with any of the requirements of this Code; thereof or who ~~shall~~ erects, installs, alters, or repairs plumbing work in violation of the approved construction documents, ~~or~~ directive of the code official, or of a permit or certificate of occupancy issued under the provisions of this code, shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code.
6. ~~The last sentence of~~ **Section 108.5 Stop work orders.** The last sentence shall read: "Any person who ~~shall~~ continues any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code".
7. ~~The last sentence of~~ **Section 305.4 Freezing.** The last sentence shall read: "Exterior water supply system piping shall be installed not less than 6 feet below grade."
8. **Section 305.4.1 Sewer depth** shall read: "Building sewers shall be a minimum of 48 inches below grade or shall be protected from freezing in an approved manner by the administrative authority."
9. **Section 312.3** Delete sentence "Plastic pipe shall not be tested using air."
10. **Section 416**~~413~~ **Commercial Food Waste Grinder Units** shall have ~~an additional~~ section 416.1.1~~413.1.1~~ **Prohibited Installations** added which shall read: "Food waste grinder units shall not be installed in commercial kitchens unless connected to an approved grease interceptor with a minimum liquid capacity of 750 gallons."
- 2-11. **Section 608.1**~~76~~6.4 Connection to automatic fire sprinkler systems and standpipe systems shall read: "The potable water supply to automatic fire sprinkler and standpipe systems shall be protected against backflow by a reduced pressure principle backflow preventer."
11. ~~903.2 Frost closure. Amend the first sentence to read: Every vent extension through a roof or wall shall be a minimum of 3 inches in diameter.~~
12. ~~Section 904.1 Required vent extension~~ shall read: "All open vent pipes that extend through a roof shall be terminated at least 16 inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet above the roof."
13. **Section 903.2 Frost closure.** The Amend the first sentence shall be amended to read: "Every vent extension through a roof or wall shall be a minimum of 3 inches in diameter."

~~903.2 Frost closure. Amend the first sentence to read: Every vent extension through a roof or wall shall be a minimum of 3 inches in diameter.~~

14. **Section 1003.3 Grease interceptors** shall read: "Grease interceptors shall be approved by the Building Official and shall comply with the requirements of Sections 1003.3.1 through 1003.3.5. Interior grease interceptors shall be provided with a solids interceptor that shall separate the discharge before connecting to the interior grease interceptor."

15. **Section 1003.3.2 Food Waste disposers** shall be amended to read: "Food waste disposers shall not be connected to a grease interceptor with a liquid capacity of less than 750 gallons. Emulsifiers, chemicals, enzymes and bacteria shall not discharge into the food waste grinder."

16. ~~Amend s~~Section 1003.3.6 shall be amended to read: "Grease Interceptors shall be sized by the Town of Jackson Engineering Department."

~~3-17.~~ **Section 1106.1 General.** ~~A shall be amended to read as follows:~~ "The sizing requirements for this section shall be based upon the 100-year, 1-hour rainfall rate of 1.8 inches."

(Ord. § 1, 2021; Ord. 1233 § 1, 2019; Ord. 1146 § 1, 2016; Ord. 1025 § 1, 2013; Ord. 857 § 2, 2007; Ord. 765 § 3, 2004; Ord. 602 § 1, 1998; Ord. 495 § 1, 1995; Ord. 448 § 1, 1992; Ord. 407 § 1, 1990; Ord. 323 § 1, 1984; Ord. 274 § 1, 1981; Ord. 64 § 1, 1958.)

SECTION II.

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

SECTION III.

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

SECTION IV.

This ordinance shall become effective on January 1, 2022.

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
_____, 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.

_____, Town Clerk

ORDINANCE A

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1231, 1144, 1024 AND 766, SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 858, AND SECTION 15.27.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL FUEL GAS CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1231, 1144, 1024 and 766, Section 2 of Town of Jackson Ordinance No. 858, and Section 15.27.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.27.010 International Fuel Gas Code-- Adoption by reference.

A. —All buildings and temporary structures built or located within the ~~the~~ Town from and after ~~July 1, 2019~~ January 1, 2022, shall be constructed in accordance with the requirements of the International Fuel Gas Code, 2021~~18~~ Edition, as published by the International Code Council, specifically **excluding** all appendices. ~~The~~ said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out except as follows:

1. **Section 101.1 Title** shall read: “These regulations shall be known as the Fuel Gas Code of the Town of Jackson, hereinafter referred to as “this code”.
2. **Section 106.6.2 Fee Schedule** shall read: “The fees for work shall be in an amount established by resolution and due at the time of application.”
~~as indicated in the adopted Town of Jackson Mechanical/Plumbing permit schedule. “Fee Resolution.”~~
3. **Section 106.6.3 Fee Refunds**
—a. number .2 shall read: “If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance.”~~Not more than 80 percent of the permit fee paid when no work has been done, within 270 days from permit issuance, under a permit issued in accordance with this code. Number 3 shall be deleted.~~
4. A third sentence shall be added to **Section 107.3.3 re-inspection and testing** and shall read: “A re-inspection fee, in an amount established by resolution and due prior to the re-inspection taking place, may be assessed for each ~~inspection or~~ re-inspection when such portion of the work for which inspection is requested is not complete or when required corrections have not been made. Re-inspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from the plans requiring the approval of the Building Official.”
5. **Section 108.4 Violation Penalties** shall read: “Any person who ~~shall~~ violates a provision of this code, ~~or shall~~ fails to comply with any of the requirements of this code; thereof or who ~~shall~~ erects, installs, alters, or repairs plumbing or mechanical work in violation of the approved construction documents, ~~or~~ directive of the code official, or of a permit or certificate of occupancy issued under the provisions of this code, shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code.”
6. The last sentence of **Section 108.5 Stop Work Orders** shall read: “Any person who ~~shall~~ continues any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code.”

7. **Section 303.3 Prohibited Locations.** Exception 3 and 4 shall be deleted.
8. **Section 403.4.3 Copper and copper alloy** shall be revised to read: "Copper piping shall not be used for natural gas piping."
9. **Section 403.5** shall be revised to read ~~as follows:~~ "Copper and brass tubing shall not be used for installations of gas piping systems."
10. **Section 602.1** ~~shall be-~~ ~~A~~amended ~~ed~~ by adding ~~the following:~~ -"Decorative appliances installed in residential occupancies shall be listed and labeled to allow for installation of glass doors and be listed and labeled to operate with the doors in the closed position."
- Exception:** An approved Flue Sentinel may be installed with an electrical interlock in conjunction with the decorative appliance **only** if the doors are not installed on the fireplace
11. **Section 603.1 Log Lighters** shall have the following sentence added "All gas fired log lighters shall be provided with a listed pilot safety device installed in accordance with the manufacturer's installation requirements."
12. **Unvented Room Heaters Section 621.2 Prohibited Use** shall be deleted.
13. **Section 621.4 Prohibited Locations** shall read, "Unvented room heaters shall not be installed in residential occupancies, habitable rooms or spaces, or building of unusually tight construction."
14. **Section 621.7 Unvented decorative room heaters.** Revise to read as follows: An unvented decorative room heater shall not be installed in a factory-built fireplace unless the fireplace system has been specifically tested, listed and labeled for such use in accordance with UL 127 and Section 602.
15. **Section 621.7.1 Ventless firebox enclosures** shall be deleted in its entirety.

(Ord. § 1, 2021; Ord. 1231 § 1, 2019; Ord. 1144 § 2, 2016; Ord. 1024 § 1, 2013; Ord. 858 § 2, 2007; Ord. 766 § 1, 2004.)

SECTION II.

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

SECTION III.

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

SECTION IV.

This ordinance shall become effective on January 1, 2022.

PASSED 1ST READING THE _____ DAY OF _____, 2021

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

_____, 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.

_____, Town Clerk

ORDINANCE T

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 320, 406, 430, 450, 483, 493, 601, 1020, 1141 AND 1229, SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 271 AND 854, SECTION 4 OF TOWN OF JACKSON ORDINANCE NO. 760, SECTION 8 OF TOWN OF JACKSON ORDINANCE NO. 1280 AND SECTION 15.04.020 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL BUILDING CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 320, 406, 430, 450, 483, 493, 601, 1020, 1141 and 1229, Section 2 of Town of Jackson Ordinance Nos. 271 And 854, Section 4 of Town of Jackson Ordinance No. 760, Section 8 of Town of Jackson Ordinance No. 1280 and Section 15.04.020 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.04.020 International Building Code.

A. All buildings and temporary structures built or located within the ~~town~~ from and after ~~July 1, 2019~~ January 1, 2022, January 1, 2022 shall be constructed in accordance with the requirements of the International Building Code, ~~2012~~ 2021 Edition, as published by the International Code Council, specifically **excluding** all appendices. ~~The~~ said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out, except as follows:

1. The last sentence of **Section 101.4.3. Plumbing** shall read: "The provisions of the Wyoming Department of Environmental Quality shall apply to private sewage disposal systems."
2. **Section 101.4.4 Property Maintenance** shall be deleted in its entirety.
3. **Section 103.3 Deputies.** The last sentence shall be deleted.
4. **Section 104.11.0.1 shall be amended by adding "Section 104.11.0.1 Structural Insulated Panel Roof Assemblies. All roofs utilizing Structural Insulated Panels (SIP) will be required to include a cold roof ventilation design approved by the Building Official."**
5. **Section 105.2 Work exempt from permit.**
 - a. **Item 6 shall be amended as follows: "Platforms, decks, sidewalks and driveways not more than 30-inches above grade and not over any basement or story below and are not part of an accessible route."**
 - b. **Item 11 shall read: "Swings and other playground equipment."**
6. **Section 108.3 Temporary Power.** The last sentence shall read: "The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat, or power in the National Electrical Code."
- 1.7. **Section 109.2 Schedule of Fees** shall read: "On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid in an amount as established by resolution. A non-refundable deposit in an amount established by resolution, to be applied against the full building permit fee, shall be paid at the time of building permit application for all commercial, industrial, and multi-family buildings. ~~The fee for each permit shall be as set forth in the adopted Building Permit Fees Schedule of the Town of Jackson.~~"

- ~~2-8.~~ A second sentence shall be added to **Section 109.2** Schedule of permit fees which shall read, "Additionally, when a third-party review is required by the administrative authority, it shall be paid for by the applicant, authorized representative, or owner."
- ~~3-9.~~ **Section 109.6 Refunds** shall read "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance. Not more than 80 percent of the permit fee paid shall be refunded before 270 days from the date of permit issuance, when no work has been done under a permit issued in accordance with this code."
- ~~4-10.~~ Add **Section 109.3.140.3.11 Re-inspection Fee**. "A re-inspection fee, in an amount established by resolution and due prior to the re-inspection taking place, may be assessed for each ~~inspection or~~ re-inspection when such portion of the work for which inspection is requested is not complete or when required corrections have not been made. Re-inspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from the plans requiring the approval of the Building Official."
- ~~5-11.~~ **Section 305.2 Group E, Day Care Facilities** shall be revised to read, "The use of a building or structure, or portion thereof, for educational, supervision or personal care services for more than ten children older than 2-1/2 years of age, shall be classified as a Group E occupancy."
- ~~6-12.~~ **Section 308.5.4** Ten or fewer persons receiving care in a dwelling unit shall be revised to read, "A facility such as the above with ten or fewer persons shall be classified as a Group R-3 or shall comply with the International Residential code in accordance with Section 101.2."
- ~~7-13.~~ **Section 901.7 Fire Areas**. Revise to read as follows: Where structures or portions thereof, are 5,000 square feet or larger, the building shall be protected by an approved automatic fire sprinkler system, installed in accordance with further requirements of the IBC, IFC, and/or NFPA 13, 13D or 13R, whichever applies based on type of occupancy. For the purpose of this section, square footage calculations shall be measured from the exterior surface of framing members encompassing the perimeter of the Fire Area, from the interior surface of concrete or masonry walls that are 50 % or more below grade, and for log construction to the exterior surface of foundations or supporting elements.
- ~~8-14.~~ **Section 903.2 Where required**. A second sentence shall be added and shall read, "Additionally, all structures, regardless of occupancy, 5000 square feet or larger shall be protected by an approved automatic sprinkler system, installed in accordance with further requirements of this Chapter whichever applies based on type of occupancy. Where requirements in this chapter are more restrictive, the more restrictive requirement shall control. EXCEPTIONS: Agricultural buildings. Where uses other than residential occur within an agricultural building, and comprise ~~of~~ not more than 10% of the floor area of such building, an automatic fire extinguishing system may be omitted, unless otherwise required by this Chapter."
- ~~9-15.~~ The exceptions to **Fire Alarms Sections 907.2.1** Group A, 907.2.2 Group B, 907.2.4 Group F, and 907 2.7 Group M shall be revised to read as follows: Exception: See section 907.2 of the International Fire Code for locations of manual fire alarm boxes.
- ~~10-16.~~ Delete **Section 1030.1 Exception 4** in its entirety.
- ~~11-17.~~ A fourth sentence shall be added to the first paragraph of **Section 1608.2, Ground Snow Loads** and shall read, "The ground snow load shall be 93 psf."

~~12-18.~~ The second sentence of Section **1805.1.2 Under Floor Space** shall be revised to read "Where there is evidence that the seasonal ground water table rises to the elevation of the bottom floor of the crawl space, the ground level of the under-floor space shall be elevated to a minimum of 12 inches above such elevation unless an approved drainage system is provided".

~~13-19.~~ **Section 1809.5 Frost Protection.** Amend by Deleting Section 1809.5 in its entirety and replacing with the following: "Foundation walls, piers, and other permanent supports of buildings and structures shall be protected from frost by the following method: Footings subject to frost shall have a minimum depth of 34 inches measured from finished grade to the bottom of the footing or the depth otherwise specified by the Soils Engineer of record."

~~14-20.~~ Delete Section **1809.12 Timber Footings.** ~~Amend by deleting~~ in its entirety.

(Ord. §1, 2021; Ord. 1280 § 8, 2021; Ord. 1229 § 1, 2019; Ord. 1141 § 1, 2016; Ord. 1020 § 1, 2013; Ord. 854 § 2, 2007; Ord. 760 § 4, 2004; Ord. 601 § 1, 1998; Ord. 493 § 1, 1995; Ord. 483 § 1, 1994; Ord. 450 § 1, 1992; Ord. 430 § 1, 1991; Ord. 406 § 1, 1990; Ord. 320 § 1, 1984; Ord. 271 § 2, 1981.)

SECTION II.

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

SECTION III.

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

SECTION IV.

This ordinance shall become effective on January 1, 2022.

PASSED 1ST READING THE ____ DAY OF _____ 2021.

PASSED 2ND READING THE ____ DAY OF _____, 2021

PASSED AND APPROVED THE ____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

_____, 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.

_____, Town Clerk

ORDINANCE U

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1021 AND 862 AND SECTION 15.05.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance No. 1021 and 862 and Section 15.05.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.05.010 International Energy Conservation Code--Adoption by reference.

A. All buildings and temporary structures built or located within the town from and after ~~June 1, 2013~~ January 1, 2022 shall be constructed in accordance with the requirements of the International Energy Conservation Code, ~~2012~~ 2021 Edition, as published by the International Code Council, specifically **excluding** all appendices. ~~The s~~Said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out, except as follows:

1. **Sections C401.1 and R401.1** shall have the following added to the end of each of the paragraphs:

EXCEPTION: Log buildings shall be provided with the following:

1. Exterior log walls shall have a minimum diameter of 8 inches and shall be exempt from the exterior wall insulation requirements.
2. Roof/ceiling assemblies shall be provided with a minimum R-~~60~~49 roof insulation.
3. All HVAC ductwork shall be insulated or installed within conditioned space.

2. ~~Table C402.2 Amend the intersection of the climate zone 7 column with the row identified as Wood framed and other, to read R-20+R-3.8ci. Delete Sections: C402.5.1.5, C402.5.2, C402.5.2, and C408.2 thru C408.2.4 from the Commercial Standard.~~

3. ~~Delete Sections: N1102.4.1.2 and N1103.3.5 from the Residential Standard.~~

(Ord. ~~§ 1, 2021~~, Ord. 1021 § 1, 2013; Ord. 862 § 1, 2008.)

SECTION II.

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

SECTION III.

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

SECTION IV.

This ordinance shall become effective January 1, 2022.

PASSED 1ST READING THE _____ DAY OF _____, 2021

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
_____, 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.

_____, Town Clerk

ORDINANCE V

AN ORDINANCE ADDING CHAPTER 15.06 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

There is hereby added Chapter 15.06 to the Jackson Municipal Code to read as follows:

Chapter 15.06 INTERNATIONAL EXISTING BUILDING CODE

Sections: 15.06.010 International Existing Building Code – Adoption by reference

15.06.010 International Existing Building Code

- A. All existing buildings built or located within the Town from and after January 1, 2022 shall be constructed in accordance with the requirements of the International Existing Building Code, 2021 Edition, as published by the International Code Council, specifically **excluding** all appendices. Said Code is incorporated herein by reference as if the same were fully herein set out except as follows:
1. **Section 108.2 Schedule of Fees** shall read, "For all buildings; structures; electrical, gas, mechanical, and plumbing systems; and alterations to the foregoing requiring a permit, a fee in an amount established by resolution for each permit shall be paid at the time of application. A non-refundable deposit in an amount established by resolution, to be applied against the full building permit fee, shall be paid at the time of building permit application for all commercial, industrial, and multi-family buildings."
 2. **Section 108.2.1 Schedule of Permit Fees** shall be added, which shall read as follows: "Additionally, when a third-party review is required by the administrative authority, it shall be paid for by the applicant, authorized representative, or owner."
 3. **Section 108.6 Refunds** shall read "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance."

(Ord. _____ § 1, 2021).

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a

separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This ordinance shall become effective January 1, 2022.

PASSED 1ST READING THE _____ DAY OF _____, 2021

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

_____, 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.

_____, Town Clerk

ORDINANCE W

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1234, 1143, 1022, 885, 591, 497, 446, 408, 372, AND 321, C-1; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 277 AND 272; AND SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 761; AND SECTION 15.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL FIRE CODE, 2021 EDITION, AND THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS AND APPENDICES INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1234, 1143, 1022, 885, 591, 497, 446, 408, 372, and 321, C-1, Section 2 of Town of Jackson Ordinance Nos. 277 and 272, and Section 3 of Town of Jackson Ordinance No. 761, and Section 15.08.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.08.010 International Fire Code and International Wildland-Urban Interface Code – Adoption by reference

There is hereby adopted by the Town Council of the Town of Jackson, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain Codes known as the International Fire Code and International Wildland-Urban Interface Code, 2021 Editions, published by the International Code Council, Inc., with the following amendments:

- A. THE INTERNATIONAL FIRE CODE (IFC)**, including Appendices B, C, D, E, F, and G, 2021 Edition, referring to the most current year standard referenced in the code, as published by the International Code Council, Inc., with the following amendments:
- 1. GENERAL:** Substitute the National Electrical Code for all reference to the ICC Electrical Code throughout the IFC.
 - 2. CHAPTER 3, General, SECTION 307, Open Burning.** Add sections:
307.6 Pile Volume. The pile volume of any open burn shall not exceed 1000 cubic feet.
307.7 Prohibited materials. Materials containing paints, resins, glues, stains or any other manufactured coating or bonding material shall not be burned.
 - 3. CHAPTER 4, Emergency Planning and Preparedness, SECTION 403, Emergency Preparedness Requirements, SUBSECTION —403.4 Group E Occupancies.** Add subsection:
403..44 Alternate type of drill. Alternate safety drills may be used in lieu of fire evacuation drills provided fire evacuation drills are conducted at each public or private Group E Occupancy not less than four (4) times during any one (1) academic year. The building's fire alarm system shall be tested at each fire evacuation or alternate safety drill. An alternate safety drill may include any organized response to a potential threat to the health and safety of the student population.
 - 4. CHAPTER 5, Fire Service Features, SECTION 507, Fire Protection Water Supplies, SUBSECTION 507.5.1 Where Required.** Amend exceptions to read:
Exceptions:
 1. For Group R-3 and Group U occupancies, the distance requirements shall be 500 feet (152 m).
 2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 500 feet (152 m).
 - 5. CHAPTER 9, Fire Protection and Life Safety Systems, SECTION 903, Automatic Sprinkler Systems, SUBSECTION 903.3 Installation requirements 903.3.1.1.1 Exempt locations,** Add exceptions:
 1. The upper ceiling of an elevator shaft built in accordance with Section 3008 of the International Building Code.

6. **CHAPTER 9, Fire Protection and Life Safety Systems, SECTION 903, Automatic Sprinkler Systems, SUBSECTION 903.2 Where Required.** Add second paragraph and exception:

Additionally, all structures, regardless of occupancy, 5000 square feet or larger, shall be protected by an approved automatic sprinkler system, installed in accordance with further requirements of this Chapter whichever applies based on type of occupancy. Where requirements in this chapter are more restrictive, the more restrictive requirement shall control.

Exception: Agricultural buildings.

Where non-agricultural uses, other than residential, occur within an agricultural building, and comprise not more than 10% of the floor area of such building, an automatic fire-extinguishing system may be omitted unless otherwise required by this Chapter.

7. **CHAPTER 12, Energy Systems, SECTION 1205.2 Solar Photovoltaic Power Systems, Access and Pathways,**

Add: Exception: 3. Structures built to the International Building Code and fully fire sprinklered with a NFPA 13 System.

8. **CHAPTER 23, Motor Fuel-Dispensing Facilities and Repair Garages, SECTION 2301, General.** Add subsections:

2301.7 Emergency Spill Containment. Each automotive motor fuel-dispensing facility, marine motor fuel-dispensing facility, and fleet vehicle motor fuel-dispensing facility shall maintain not less than one spill kit within 100 feet of dispensing equipment and shall be immediately available for Fire Department use. The type and size of spill kit shall be determined by the Fire Code Official and shall be based upon the product and potential spill size. The person in control of the facility shall be responsible to ensure kit supplies are replaced immediately after use.

2301.8, Disposal of Spilled Product. The person in control of the facility shall be responsible for proper disposal of all spilled materials and spill mitigation products. Spilled materials shall be immediately removed from the facility and shall be transported to the appropriate hazardous waste facility. If immediate removal is not possible, the spilled material and containment products shall be stored in a manner approved by the Fire Code Official.

9. **CHAPTER 56, Explosives and Fireworks, SECTION 5601, General, SUBSECTION 5601.1.3, Fireworks.**

Strike Exception 4.

10. **CHAPTER 61, Liquefied Petroleum Gases, SECTION 6104, Location,**

Add: LP-Gas containers having a water capacity of 125 Gallons or more, shall be defined as a utility and be buried underground.

- B. **THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE (IWUIC),** including Appendices, 2021 Edition, as promulgated by the International Code Council, Inc., with the following amendments:

1. **GENERAL:** Substitute the National Electrical Code for all reference to the ICC Electrical Code throughout the IWUIC.

2. **CHAPTER 1, Scope and Administration, SECTION 101, Scope and General Requirements, SUBSECTION 101.5, Additions or alterations.** Add exception:
Exception: Additions or alterations of not more than 500 square feet to existing structures shall not be required to conform to that required for a new building or structure.

3. **CHAPTER 4, Urban-Wildland Interface Area Requirements, SECTION 403, Access, SUBSECTION 403.2.3 Service limitations.** Amend to read:
A driveway shall serve not more than two dwelling units.

4. **CHAPTER 5, Special Building Construction Regulations, SECTION 501, General. CHAPTER 5, IGNITION-RESISTANT CONSTRUCTION MATERIAL, SECTION 503.1.4 Vent locations,** Add exception:

3. Exception: Cold Roofs constructed above structural framing and insulation shall be allowed to have horizontal ventilation located in soffits, in eave overhangs, between rafters at eaves, or in other overhang areas. Ventilation shall be allowed when the structural sheathing is protected by noncombustible materials used for one hour fire resistive construction. Such ventilation shall be

covered with noncombustible, corrosion-resistant mesh with opening not to exceed ¼ inch (6.4 mm). A Cold Roof is a roof assembly constructed with a ventilated cavity above the insulated roof provided to equalize exterior and interior temperatures through the process of air movement.

CHAPTER 5, IGNITION-RESISTANT CONSTRUCTION MATERIAL, SECTION 503.2, Add: 503.2.1 Wood Shakes and Shingles. The use of all types of wood shake and wood shingles is prohibited withing the mapped Wildland-Urban Interface area.

5. **CHAPTER 6, Fire Protection Requirements, SECTION 606, Liquefied Petroleum Gas Installations.** Add subsection:
606.3 Underground installation. LP-gas containers shall be installed underground within the wildland-urban interface.
INSERT APPENDIX C- All 3 tabs

Section 7. Fire Code Official. The “Fire Code Official” referred to by the International Fire Code, as herein adopted, is the officer charged with the implementation, administration and enforcement of such codes. The Fire Code Official is hereby defined and declared to be the Fire Chief of Jackson Hole Fire/EMS.

Section 8. Enforcement. It shall be the duty of the Fire Chief to enforce the provisions of this ordinance and to make inspections and test hereunder.

Section 9. Date of Effect. This ordinance shall take effect and be in force from and after its approval date as required by law.

A copy of said Code is on file and available in the Office of the Fire Chief.
(Ord. _____ § 1, 2021; Ord. 1234 § 1, 2019; Ord. 1143 § 1, 2016; Ord. 1022 § 1, 2013; Ord. 885 § 1, 2008; Ord. 761 § 3, 2004; Ord. 591 § 1, 1998; Ord. 497 § 1, 1995; Ord. 446 § 1, 1992; Ord. 408 § 1, 1990; Ord. 372 § 1, 1987; Ord. 321, C-1 § 1, 1984; Ord. 277 § 2, 1981; Ord. 272 § 2, 1981.)

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

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

SECTION IV.
This ordinance shall become effective January 1, 2022.

PASSED 1ST READING THE ____TH DAY OF _____, 2021.
PASSED 2ND READING THE ____TH DAY OF _____, 2021.
PASSED AND APPROVED THE ____TH DAY OF _____, 2021.

TOWN OF JACKSON

ATTEST: BY: _____
Hailey Morton Levinson, Mayor

BY: _____
_____, Town Clerk

STATE OF WYOMING)
COUNTY OF TETON)ss
)

ATTESTATION OF TOWN CLERK

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.

_____, Town Clerk

ORDINANCE X

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1232, 1145, 1023, 603, 494, 447, 412 AND 322; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 855 AND 273; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 762; AND SECTION 15.12.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL MECHANICAL CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1232, 1145, 1023, 603, 494, 447, 412 and 322; Section 2 of Town of Jackson Ordinance Nos. 855 and 273; Section 3 of Town of Jackson Ordinance No. 762; and Section 15.12.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.12.010 International Mechanical Code--Adoption by reference.

All buildings and temporary structures built or located within the ~~Town town~~ from and after ~~July 1, 2019~~ January 1, 2022, shall be constructed in accordance with the requirements of the International Mechanical Code, 2021~~18~~ Edition, as published by the International Code Council, specifically excluding all appendices. The said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out except as follows:

1. Section 101.1 Title shall read, "These regulations shall be known as the Mechanical Code of the Town of Jackson, hereinafter referred to as "this code".
2. **Section 106.5.2 Fee Schedule** shall read: "All work fees shall be in amounts established by resolution."
3. **Section 106.5.3 Fee Refunds** number .2 shall read: "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code."
4. **Section 106.5.3 Fee refunds** number .3 shall be deleted.
5. A third sentence shall be added to **Section 107.2.3 Approval** and shall read: "A re-inspection fee, in an amount established by resolution and due prior to the re-inspection taking place, may be assessed for each ~~inspection~~ or re-inspection when such portion of the work for which inspection is requested is not complete or when required corrections have not been made. Re-inspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested or for deviating from the plans requiring the approval of the Building Official."
6. **Section 108.4 Violation penalties** shall read, "Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing or mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate of occupancy issued under the provisions of this code, shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code."
7. The last sentence of **Section 108.5 Stop work orders** shall read "Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code."
8. **Section 702.1** shall be added to read, "Combustion and dilution air shall be permitted to be obtained entirely from the indoors in buildings, other than Group R Occupancies, that are not of unusually tight construction".
9. **Section 702.2** shall be added to read, "This section shall apply only to appliances located in confined spaces in buildings, other than Group R Occupancies, not of unusually tight construction."

10. A second sentence shall be added to **Section 903.3 Unvented gas log heaters** and shall read, "Unvented gas log heaters shall not be installed in residential occupancies, habitable rooms or spaces or building of unusually tight construction."

Said code is available in the offices of the Town Clerk and the Town Building Official.

(Ord. § 1, 2021; Ord. 1232 § 1, 2019; Ord. 1145 § 1, 2016; Ord. 1023 § 1, 2013; Ord. 855 § 2, 2007; Ord. 762 § 3, 2004; Ord. 603 § 1, 1998; Ord. 494 § 1, 1995; Ord. 447 § 1, 1992; Ord. 412 § 1, 1990; Ord. 322 § 1, 1984; Ord. 273 § 2, 1981.)

SECTION II.

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

SECTION III.

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

SECTION IV.

This ordinance shall become effective on January 1, 2022.

PASSED 1ST READING THE ____ DAY OF _____, 2021.

PASSED 2ND READING THE ____ DAY OF _____, 2021.

PASSED AND APPROVED THE ____ DAY OF _____, 2021.

TOWN OF JACKSON

BY:

Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

_____, 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 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.

_____, Town Clerk

ORDINANCE Y

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1230, 1147, AND 1024; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 856; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 764; AND SECTION 15.17.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1230, 1147, and 1024; Section 2 of Town of Jackson Ordinance No. 856; Section 3 of Town of Jackson Ordinance 764; and Section 15.17.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.17.010 International Residential Code--Adoption by reference.

- A. All detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress built or located within the ~~the~~ Town from and after ~~January 1, 2022~~ July 1, 2019 shall be constructed in accordance with the requirements of the International Residential Code, ~~2021~~ 2018 Edition, as published by the International Code Council, specifically **including appendix AF**. ~~The~~ said Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out except as follows:
 1. **Section R102.7 Existing Structures.** The first sentence shall read "The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code or the International Fire Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public."
 2. **Section R104.11.0.1.** Amend by adding, "**Section R104.11.0.1 Structural Insulated Panel Roof Assemblies.** All roofs utilizing Structural Insulated Panels (SIP) will be required to include a cold roof ventilation design approved by the Building Official."
 - ~~2-3.~~ **Section 108.2.** A second sentence shall be added to **Section 108.2 Schedule of permit fees** that reads: ~~"On~~ "For all buildings; structures; electrical, gas, mechanical, and plumbing systems; ~~and~~ or alterations to the foregoing requiring a permit, a fee in an amount established by resolution for each permit shall be paid at the time of application."
 - ~~3-4.~~ **Section 108.5 Refunds** shall read, "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance." ~~Not more than 80 percent of the permit fee paid shall be refunded when no work has been done under a permit issued in accordance with this code"~~.
 5. **Section R113.4 Violation Penalties** shall be revised to read, "Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties 1.12.010 of the Town of Jackson Municipal Code".
 - ~~4-6.~~ **R301.1 Design.** Add the following: Residential structures, regardless of occupancy, 5,000 square feet or larger shall be protected by an approved automatic fire sprinkler system, installed in accordance with further requirements of the IRC and/or NFPA 13, 13D or 13R, whichever applies, based on type of occupancy and use of the structure.
 - a. **EXCEPTIONS:**
 - I. Agricultural buildings. Where uses other than residential occur within an agricultural building, and comprise not more than 10% of the floor area of such building, an automatic fire extinguishing system may be omitted unless otherwise required by other provisions as adopted by Town of Jackson.
 - II. Additions to existing residences built after October 1, ~~st~~ 1991, may use the 2-hour fire barrier provision to separate the fire areas to 5000 sq. ft. or less, on each side of the fire barrier and shall not be required to provide sprinkler protection provided that all of the following provisions are met:
 1. The door or doors separating the areas shall be 90-minute rated, self-closing and provided with hold-open devices actuated to release on detection of smoke by detectors located on each side of the door or by the loss of power.

2. Ducts that penetrate fire barrier shall have fire damper that is fire-resistance-rated to 90 minutes.
- b. Buildings permitted before October 1st, 1991, with additions permitted for construction on or after that date, totaling 5000 square feet or larger, shall be required to be protected by an approved sprinkler system throughout or may have the additions only, protected by an approved sprinkler system, provided they are separated from the exiting construction by a two hour fire barrier approved by the Building Official.
- c. For the purpose of this section, square footage calculations shall be measured from the exterior surface of framing members encompassing the perimeter of the Fire Area, from the interior surface of exterior concrete or masonry walls that are 50 % or more below grade, and for log construction to the exterior surface of foundations or supporting elements.

~~3. Buildings permitted before October 1st 1991.~~
~~EXCEPTION:~~

7. **Table R301.2(1)** shall read as follows:

Ground snow load	93 psf
Wind Speed	115 mph
Seismic Design Category	D
Weathering	Severe
Frost Line Depth	34 inches
Termite	None to Slight
Winter Design Temperature	30 degrees f
Ice Shield Underlayment Required	Yes
Flood Hazards	1989
Air Freezing Index	2531
Mean Annual Temp	38 degrees

8. The first sentence in **Section 301.1.3 Engineered design** shall be revised to read, “All residential structures shall be designed by a civil or structural engineer licensed in the State of Wyoming.

EXCEPTION:
~~Single family residences and accessory structures which are (1) of one story; (2) are of a regular (i.e. generally square or rectangular) shape; and (3) are of 2000 square feet of floor area or less. Such structures shall be designed in accordance with generally accepted engineering practices per the International Building Code, but need not obtain the stamp or seal of a civil or structural engineer.~~

9. **Section R302.6 Shall be revised to read: Dwelling/garage Separation required:** “The garage shall be separated from the residence and its attic area by not less than 5/8 inch Type X gypsum board applied to the garage side. The structure supporting the separation shall also be protected by not less than 5/8 inch Type X gypsum board.

10. **Section R302.7 Under stair protection** shall be revised to read, “Enclosed accessible space under stairs shall have the underside of the stair surface, all walls enclosing the under-stairs space, and any soffits protected on the enclosed side of the stairway—constructed with 5/8-inch type X gypsum board.”

11. Delete **Section R302.13** in its entirety.

12. Delete **Section R309.5 Fire Sprinklers** in its entirety.

13. **Section R310.1 Emergency Escape and Rescue Openings.** Delete **Exception 2** in its entirety.

14. Delete **Section R313 Automatic Fire Sprinkler Systems** in its entirety.

15. **Section R403.1.4.1 Frost Protection.**

- a. Item 1 to read “Extended below frost line, which is 34.”
b. Delete item number 2 in its entirety.

c. Change exception 1 to read "Freestanding accessory structures with an area of 600 square feet or less, an eave height of 10 feet or less, and do not have any plumbing, shall not be required to be frost protected."

16. ~~Sections~~ **R403.3**. Shall be replaced with ~~the a~~ sentence reading "Frost protected shallow foundations are prohibited."

17. Section **N1101.1.1 Special Conditions**.

- a1. All pools and spas shall be equipped with evaporation control covers.
- b2. All exterior landscape lighting shall be solar powered.
- c3. The first 5 feet of piping to storage water heaters shall be insulated.
- d4. Interior lighting fixtures shall be limited to 25% maximum use of incandescent lighting.
- e5. Finished garages and accessory structures shall meet the minimum insulation requirements for Table N1101.1.1.

18. Amend **Section N1102.1 Item 2. Insulation and fenestration criteria** ~~Amend~~ by adding the following: "In addition to these requirements place of ICC400, homes with exterior log walls shall meet the following requirements.

- a. Logs in exterior walls shall have a minimum dimension of 8 inches and shall have all spiral cracks greater than ¼ inch sealed in an approved manner.
- b. Roof insulation shall be a minimum R-~~60~~49.
- c. The reduction of R-values listed in N1102.2.1 and N1102.2.2 shall not apply.
- d. The primary heating source shall have a minimum AFUE rating of 90.
- e. Fenestration shall not exceed 30% of the gross conditioned wall area above grade. To determine allowable wall area of walk out (daylight) basements, the wall must have a minimum of 6 ~~feet~~ of exposure from finished grade. The 30% limit can be exceeded only if the designer can demonstrate that the UA total of the proposed design is less than the UA total of the same structure with 30% fenestration total and code minimum insulation and fenestration values using the ResCheck or other approved software programs."

19. Delete ~~Sections~~ **N1102.4.1.2, M1105.3.2.2, and M1106.7.2.2** ~~Testing~~ in their ~~its~~ entirety.

20. **Section M1503.43**

- a. This exception shall not apply ~~Delete exception for~~ to any new construction ~~only~~.
- b. This ~~Exception~~ can only be used for remodels and only if the kitchen fan installation would require existing finishes to be removed.

21. ~~Add~~ **Section M1701.1.1 Buildings of unusually tight construction**. Add the first sentence to read as follows: "In all structures containing habitable space or unusually tight construction, combustion air shall be obtained from outside the thermal envelope."

22. Delete from the first sentence of M1801.1 the following: "except appliances listed and labeled for unvented use."

23. **Section G2406.2 (303.3) Prohibited Locations**. Delete Exceptions 3 and 4 in their entirety.

24. **Section G2414.5** shall be revised to read as follows: "Copper and brass tubing shall not be used for installations of gas piping systems."

25. Amend **Section G2432.1 (602.1)** ~~Amend~~ by adding the following: "Decorative appliances installed in residential occupancies shall be listed and labeled to allow for installation of glass doors and be listed and labeled to operate with the doors in the closed position."

Exception: An approved Flue Sentinel may be installed with an electrical interlock in conjunction with the decorative appliance only if the doors are not installed on the fireplace.

26. **Section G2433.1 (603.1) Log lighters**. General. Amend by adding the following sentence: "All gas fired log lighters shall be provided with a listed pilot safety device installed in accordance with the manufacturer's installation specifications."

27. **Section G2445.4 (621.2) Prohibited Use** shall be amended to read as follows: "Unvented room heaters shall not be installed in dwelling units, normally occupied spaces, any area meeting the definition of unusually tight construction, and shall also comply with Section G2406.2."

28. **Section G2445.7**. A second sentence shall be added to ~~read: Section G2445.7 Unvented log heaters and shall read~~, "Unvented log heaters shall not be installed in habitable rooms or spaces or any space meeting the requirements of unusually tight construction."

29. **Section P2603.5** The last sentence shall be revised to read "Water service pipe shall be installed not less than 72 inches deep."

30. **Section P2603.5.1** shall be revised to read: "Building sewers shall be a minimum of 48 inches below grade or shall be protected from freezing in an approved manner by the administrative authority."

31. **Section P3103.1.1** shall be revised to read “Open vent pipes that extend through a roof shall be terminated at least 16 inches above the roof or 6 inches above the anticipated snow accumulation level, whichever is greater.”
32. Delete **Sections E34 thru E40** in their entirety.

(Ord. § 1, 2021; Ord. 1230 § 1, 2019; Ord. 1147 § 1, 2016; Ord.1024 § 1, 2013; Ord. 856 § 2, 2007; Ord. 764 § 3, 2004.)

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

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

SECTION IV.
This ordinance shall become effective on January 1, 2022.

PASSED 1ST READING THE _____ DAY OF _____, 2021
PASSED 2ND READING THE _____ DAY OF _____, 2021.
PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
_____, 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.

_____, Town Clerk

ORDINANCE Z

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 602, 495, 448, 407, 323, 274, 64, 1146 AND 1025; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 857; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 765; AND SECTION 15.24.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL PLUMBING CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 602, 495, 448, 407, 323, 274, 64, 1146 and 1025; Section 2 of Town of Jackson Ordinance No. 857; Section 3 of Town of Jackson Ordinance 765; and Section 15.24.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.24.010 International Plumbing Code --Adoption of International Plumbing Code by reference.

A. All buildings and temporary structures built or located within the ~~town~~ Town from and after January 1, 2022 ~~July 1, 2019~~ shall be constructed in accordance with the requirements of the International Plumbing Code, 2021~~18~~ Edition, as published by the International Code Council, specifically **excluding** all appendices. ~~The said~~ Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out except as follows:

1. **Section 106.6.2 Fee Schedule** shall read: "The fees for work shall be paid in an amount as
2. established by resolution."
3. **Section 106.6.3 Fee refunds** number .2 shall read: "If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code."
4. **Section 106.6.3 Fee refunds** number 3 shall be deleted.
5. **Section 108.4 Violation penalties** shall read: "Any person who ~~shall violate~~ shall a provision of this ~~Code~~ Code; or ~~shall fail~~ shall to comply with any of the requirements of this Code; thereof or who ~~shall erect~~ shall installs, alters, or repairs plumbing work in violation of the approved construction documents, ~~or~~ or directive of the code official, or of a permit or certificate of occupancy issued under the provisions of this code, shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code.
6. ~~The last sentence of~~ **Section 108.5 Stop work orders.** The last sentence shall read: "Any person who ~~shall continue~~ shall any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code".
7. ~~The last sentence of~~ **Section 305.4 Freezing.** The last sentence shall read: "Exterior water supply system piping shall be installed not less than 6 feet below grade."
8. **Section 305.4.1 Sewer depth** shall read: "Building sewers shall be a minimum of 48 inches below grade or shall be protected from freezing in an approved manner by the administrative authority."
9. **Section 312.3** Delete sentence "Plastic pipe shall not be tested using air."
10. **Section 416.1.1 Commercial Food Waste Grinder Units** shall have ~~an additional~~ Section 416.1.1413.1.1 Prohibited Installations added which shall read: "Food waste grinder units shall not be installed in commercial kitchens unless connected to an approved grease interceptor with a minimum liquid capacity of 750 gallons."
- 2-11. **Section 608.176.4** Connection to automatic fire sprinkler systems and standpipe systems shall read: "The potable water supply to automatic fire sprinkler and standpipe systems shall be protected against backflow by a reduced pressure principle backflow preventer."
11. ~~903.2 Frost closure. Amend the first sentence to read: Every vent extension through a roof or wall shall be a minimum of 3 inches in diameter.~~
12. ~~Section 904.1 Required vent extension~~ shall read: "All open vent pipes that extend through a roof shall be terminated at least 16 inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet above the roof."
13. **Section 903.2 Frost closure.** The Amend the first sentence shall be amended to read: "Every vent extension through a roof or wall shall be a minimum of 3 inches in diameter."

~~903.2 Frost closure. Amend the first sentence to read: Every vent extension through a roof or wall shall be a minimum of 3 inches in diameter.~~

14. **Section 1003.3 Grease interceptors** shall read: "Grease interceptors shall be approved by the Building Official and shall comply with the requirements of Sections 1003.3.1 through 1003.3.5. Interior grease interceptors shall be provided with a solids interceptor that shall separate the discharge before connecting to the interior grease interceptor."

15. **Section 1003.3.2 Food Waste disposers** shall be amended to read: "Food waste disposers shall not be connected to a grease interceptor with a liquid capacity of less than 750 gallons. Emulsifiers, chemicals, enzymes and bacteria shall not discharge into the food waste grinder."

16. ~~Amend s~~Section 1003.3.6 shall be amended to read: "Grease Interceptors shall be sized by the Town of Jackson Engineering Department."

~~3-17.~~ **Section 1106.1 General.** ~~A shall be amended to read as follows:~~ "The sizing requirements for this section shall be based upon the 100-year, 1-hour rainfall rate of 1.8 inches."

(Ord. § 1, 2021; Ord. 1233 § 1, 2019; Ord. 1146 § 1, 2016; Ord. 1025 § 1, 2013; Ord. 857 § 2, 2007; Ord. 765 § 3, 2004; Ord. 602 § 1, 1998; Ord. 495 § 1, 1995; Ord. 448 § 1, 1992; Ord. 407 § 1, 1990; Ord. 323 § 1, 1984; Ord. 274 § 1, 1981; Ord. 64 § 1, 1958.)

SECTION II.

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

SECTION III.

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

SECTION IV.

This ordinance shall become effective on January 1, 2022.

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
_____, 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.

_____, Town Clerk

ORDINANCE A

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1231, 1144, 1024 AND 766, SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 858, AND SECTION 15.27.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING THE ADOPTION OF THE INTERNATIONAL FUEL GAS CODE, 2021 EDITION, WITH CERTAIN AMENDMENTS INCLUDED; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1231, 1144, 1024 and 766, Section 2 of Town of Jackson Ordinance No. 858, and Section 15.27.010 of the Municipal Code of the Town of Jackson are hereby amended and reenacted to read as follows:

15.27.010 International Fuel Gas Code-- Adoption by reference.

A. —All buildings and temporary structures built or located within the ~~the~~ Town from and after ~~July 1, 2019~~ January 1, 2022, shall be constructed in accordance with the requirements of the International Fuel Gas Code, 2021~~18~~ Edition, as published by the International Code Council, specifically **excluding** all appendices. ~~The~~ ssaid Code is incorporated herein by reference as if the same were ~~more~~ fully herein set out except as follows:

1. **Section 101.1 Title** shall read: “These regulations shall be known as the Fuel Gas Code of the Town of Jackson, hereinafter referred to as “this code”.
2. **Section 106.6.2 Fee Schedule** shall read: “The fees for work shall be in an amount established by resolution and due at the time of application.”
~~as indicated in the adopted Town of Jackson Mechanical/Plumbing permit schedule. “Fee Resolution.”~~
3. **Section 106.6.3 Fee Refunds**
—a. number .2 shall read: “If no work has begun pursuant to an issued building permit and the permittee requests a refund in writing from the Town Manager, or their designee, on or before the 270th day since the issuance of the building permit, the permittee shall be refunded 80% of the building permit fee. After passage of the 270th day since the issuance, no refund shall be issued. There shall be no refund of the plan review fee under any circumstance.”~~Not more than 80 percent of the permit fee paid when no work has been done, within 270 days from permit issuance, under a permit issued in accordance with this code. Number 3 shall be deleted.~~
4. A third sentence shall be added to **Section 107.3.3 re-inspection and testing** and shall read: “A re-inspection fee, in an amount established by resolution and due prior to the re-inspection taking place, may be assessed for each ~~inspection or~~ re-inspection when such portion of the work for which inspection is requested is not complete or when required corrections have not been made. Re-inspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from the plans requiring the approval of the Building Official.”
5. **Section 108.4 Violation Penalties** shall read: “Any person who ~~shall~~ violates a provision of this code, ~~or shall~~ fails to comply with any of the requirements of this code; thereof or who ~~shall~~ erects, installs, alters, or repairs plumbing or mechanical work in violation of the approved construction documents, ~~or~~ directive of the code official, or of a permit or certificate of occupancy issued under the provisions of this code, shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code.”
6. The last sentence of **Section 108.5 Stop Work Orders** shall read: “Any person who ~~shall~~ continues any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall, upon conviction, be punished as provided in Section 1.12.010 of the Town of Jackson Municipal Code.”

7. **Section 303.3 Prohibited Locations.** Exception 3 and 4 shall be deleted.
8. **Section 403.4.3 Copper and copper alloy** shall be revised to read: "Copper piping shall not be used for natural gas piping."
9. **Section 403.5** shall be revised to read ~~as follows:~~ "Copper and brass tubing shall not be used for installations of gas piping systems."
10. **Section 602.1** ~~shall be-~~ ~~A~~amended ~~ed~~ by adding ~~the following:~~ -"Decorative appliances installed in residential occupancies shall be listed and labeled to allow for installation of glass doors and be listed and labeled to operate with the doors in the closed position."
- Exception:** An approved Flue Sentinel may be installed with an electrical interlock in conjunction with the decorative appliance **only** if the doors are not installed on the fireplace
11. **Section 603.1 Log Lighters** shall have the following sentence added "All gas fired log lighters shall be provided with a listed pilot safety device installed in accordance with the manufacturer's installation requirements."
12. **Unvented Room Heaters Section 621.2 Prohibited Use** shall be deleted.
13. **Section 621.4 Prohibited Locations** shall read, "Unvented room heaters shall not be installed in residential occupancies, habitable rooms or spaces, or building of unusually tight construction."
14. **Section 621.7 Unvented decorative room heaters.** Revise to read as follows: An unvented decorative room heater shall not be installed in a factory-built fireplace unless the fireplace system has been specifically tested, listed and labeled for such use in accordance with UL 127 and Section 602.
15. **Section 621.7.1 Ventless firebox enclosures** shall be deleted in its entirety.

(Ord. § 1, 2021; Ord. 1231 § 1, 2019; Ord. 1144 § 2, 2016; Ord. 1024 § 1, 2013; Ord. 858 § 2, 2007; Ord. 766 § 1, 2004.)

SECTION II.

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

SECTION III.

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

SECTION IV.

This ordinance shall become effective on January 1, 2022.

PASSED 1ST READING THE _____ DAY OF _____, 2021

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2021.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____

_____, 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.

_____, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: November 15, 2021

RE: Town Manager's Report

Retail and Bar & Grill Liquor License Process

At the November 1, regular Town Council meeting, Council directed staff to set May 16 as the commencement date for acceptance of Retail and Bar & Grill liquor license applications for the two licenses that we currently have available. Staff informed the Council at that time that staff would bring back a full schedule of events in the timeline with a commencement date of May 16. That full schedule is below:

Date	Action
May 11 - May 18	Public notice that application packets will be available and applications accepted beginning May 16, 2022
May 16, 2022	Apps made available and applications accepted
June 20, 2022	Application period closes
June 21 - July 1	WLD and Town review submitted applications
July 13 - July 20	Legal Publishing occurs
August 3, 2022	Staff Report posted with Council packet for the August 8 Special Meeting/Public Hearing
August 8, 2022	Special Meeting/Public Hearing
August 15, 2022	Conclusion of Public Hearing and Action on Licenses

With the approval of the Town Manager's Report, staff will proceed with the above timeline as proposed and set a special Town Council meeting for August 8 beginning at 9:00 AM for the public hearing on these license applications.

2022 Town Council Retreat

The dates of January 31 and February 1 have been reserved with Heather Bergman, our facilitator, for an in person Town Council retreat. Please reserve these dates on your calendar.

2022 Joint Town Council and County Commission Retreat Date

The date of March 14 is being considered as a proposed date for the annual Town Council and County Commission joint retreat. Each entity will likely have held their own retreat and be ready to enter into dialogue on issues of mutual concern. Please reserve this date in your calendars for this purpose. As the date gets closer and agenda items are developed, more information will be shared regarding the length of the meeting and items for dialogue. The meeting will begin at some point after 10:00 AM that day due to the County Commission voucher meeting.