

Jackson Town Council Regular Meeting

December 20, 2021

6:00 PM

Town Council Chambers

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/86456903286?pwd=Um8raUg4VGFnZHZ5enVsNzZtT005Zz09>

If the link does not work, join at zoom.com with Webinar ID **864 5690 3286** Password: **83001**

or join by phone **1.346.248.7799** with Webinar ID **864 5690 3286** and Passcode **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Introduce Kevin Horchak, Police Officer, Jeff Marshall and David Reynolds, Full Time Operators
 - 2. Extra Mile Day 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. December 6, 2021 regular meeting
- B. Disbursements
- C. November Municipal Court Report
- D. P21-285: Temporary Sign Permit Awana Kids Club
- E. P21-286: Temporary Sign Permit Laff Staff
- F. P21-308: Temporary Sign Permit JH Nordic Alliance
- G. P21-310: Temporary Sign Permit JH Classical Open House
- H. Quitclaim of Temporary Roadway and Construction Easement
- I. Letter of Agreement: County Water Quality Management Plan Partnership
- J. Downtown Trash Removal Service Contract

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

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.

A. Administration

1. Community Entry Services Emergency Funding Request (Roxanne Robinson)
2. Municipal Judge Appointment Process (Roxanne Robinson)
3. Elks Bingo Gaming License Renewal and Public Hearing (Lynsey Lenamond)

B. Planning

1. **Item P21-246:** Final Plat 10 E. Simpson (Katelyn Page) *This item will be continued to the February 7th regular meeting.*
2. **Item P21-263:** Subdivision Plat 105-165 Nelson Drive (Tyler Valentine)
3. **Item P21-282:** Final Plat 770 and 774 E. Kelly (Katelyn Page)

VI. RESOLUTIONS

- A. **Resolution #21-29:** Tlaxcala, Mexico Sister City

VII. ORDINANCES

- A. **Ordinance S:** Time for Regular Workshops (presented for third reading and designated #1302, Roxanne Robinson)
- B. **Ordinance T:** Title 15 Buildings and Construction International Building Code (presented for third reading and designated #1303, Tyler Sinclair)
- C. **Ordinance U:** Title 15 Buildings and Construction International Energy Conservation Code (presented for third reading and designated #1304, Tyler Sinclair)
- D. **Ordinance V:** Title 15 Buildings and Construction International Existing Building Code (presented for third reading and designated #1305, Tyler Sinclair)
- E. **Ordinance W:** Title 15 Buildings and Construction International Fire Code and International Wildland-Urban Interface Code (presented for third reading and designated #1306, Tyler Sinclair)
- F. **Ordinance X:** Title 15 Buildings and Construction International Mechanical Code (presented for third reading and designated #1307, Tyler Sinclair)
- G. **Ordinance Y:** Title 15 Buildings and Construction International Residential Code (presented for third reading and designated #1308, Tyler Sinclair)
- H. **Ordinance Z:** Title 15 Buildings and Construction International Plumbing Code (presented for third reading and designated #1309, Tyler Sinclair)
- I. **Ordinance A:** Title 15 Buildings and Construction International Fuel Gas Code (presented for third reading and designated #1310, Tyler Sinclair)
- J. **Ordinance B:** Title 10 Vehicles and Traffic Update (presented for second reading, Lea Colasuonno)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

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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.

Kevin Horchak:

Kevin Horchak was born and raised in Mullica Hill, New Jersey which is located 20 miles outside of Philadelphia. He participated in soccer, swimming, and lacrosse during his youth and high school years. After graduating high school, he attended the Military College of Vermont (Norwich University). He graduated from Norwich in May 2021 with a Bachelor of Arts in Criminal Justice and a minor in Transnational Crime. During his time there he served as the captain of the lacrosse team and student athletic advisory committee representative. He is looking forward to joining the Jackson community.

Jeff Marshall:

Jeff Marshall is one of our new START bus drivers. He and his wife moved here from Casper where Jeff drove a bus for the Natrona County School District for seven years, and also oversaw field trips and activity trips around the state of Wyoming. He also drove a coach bus for a semi-pro baseball team. During his time as a professional driver, he has had no incidents, write ups, or accidents. Jeff is also a former law enforcement officer and has had a lot of conflict resolution classes which will come in handy with START Bus. He is very happy to be living in the beautiful Jackson Hole /Star Valley area and is pleased to be working for the Town of Jackson.

David Reynolds:

David Reynolds is a new FT employee for START Bus. David was born in Kentucky and has lived in Texas since 1983. David was a police officer for 30 years and worked for a pipeline company for the last few years. He is Married and has nine children and five grandchildren with two more due soon. David is very happy to be living and working in Jackson.

**PROCLAMATION
DECLARING NOVEMBER 1ST AS “EXTRA MILE DAY”**

WHEREAS, Jackson, Wyoming is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Jackson is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Jackson is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Jackson acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” which was on November 1, 2021.

NOW THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, on behalf of the Jackson Town Council and the entire Jackson community, wish to recognize **Hole Food Rescue and Sprout Mobile**, for going the extra mile in their work of getting food to families, kids, and the community, and thereby diverting waste; having 110 volunteers who donate their time to this mission, by rescuing an average of 20,000 pounds of food per month, providing 536 lunches per week to children, and to date in 2021, redistributing 152,554 pounds of food to our community.

FURTHER, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim that November 1, 2021, was Extra Mile Day. I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

DATED THIS 20th DAY OF DECEMBER, 2021.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Lynsey Lenamond, Town Clerk

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

December 6, 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, April Norton, Carl Pelletier, Katelyn Page, Michael Palazzolo, Steve Ashworth, Bruce Abel, Brian Lenz, Floren Poliseo, and Lynsey Lenamond.

Mayor Morton Levinson led those in attendance in the Pledge of Allegiance and read a proclamation recognizing November 27, 2021 as Small Business Saturday.

Public Comment. Geneva Chong, Bill Ramsay, Britney Magleby, Sophia Schwartz, Bobby Thomson, Emma Sollitt, Anna Kerr, Ariel Kazunas, Julien Hass, Hannah Trapp, Ashley Toon, Miles Yazzalino, Alec Blossom, Stefania Fram, Kelsey Yarzab, and Claire Stumpf made public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jim Rooks 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 November 15, 2021 special workshop and the November 15, 2021 regular meeting.

B. Disbursements. To approve disbursements as presented. 3 CREEK RANCH GOLF CLUB \$11,393.81; ABEL, BRUCE \$22.28; ACE HARDWARE \$650.24; ADVANCED CONCRETE SOLUTIONS \$18,365.50; AMAZON \$5,517.06; APEX SAGE INC \$10,288.75; APPLE INC \$108.00; AT&T \$2,967.82; B-CYCLE LLC \$839.79; BESTDRIVE IDAHO FALLS \$2,415.94; BIG R RANCH & HOME \$60.98; BISON LUMBER \$140.28; BREAKFAST ROTARY OF JH \$175.00; CARPETS PLUS COLORTILE \$15,356.60; CARQUEST AUTO PARTS INC. \$374.62; CASELLE INC. \$1,744.00; CENTURLINK \$4,088.73; CERTIFIED LABORATORIES \$733.30; CONTROL SYSTEM TECHNOLOGY, INC. \$12,750.00; CONVERGEONE, INC \$15,327.00; COPYWORKS, LLC \$419.40; CORUJO, JOSE \$570.00; CREATIVE ENERGIES, LLC \$2,647.00; CUMMINS ROCKY MOUNTAIN LLC \$1,112.09; DEAN'S PEST CONTROL LLC \$800.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DUSTBUSTERS, INC \$7,374.53; E.R. OFFICE EXPRESS \$296.47; ELKRIDGE DENTAL SOUTH LLC \$110.00; ENERGY LABORATORIES INC. \$906.00; ESRI, INC \$71.91; ETNA TRADE PARK LLC \$38,760.00; EVANS CONSTRUCTION INC \$19,000.00; FEHR PEERS \$4,291.25; FERGUSON ENTERPRISES, INC \$124.20; FEUZ EXCAVATION & TRUCKING LLC \$5,500.00; FLOYD'S TRUCK CENTER \$1,266.55; GARMIN USA \$64.95; GILLIG LLC \$2,787.20; GM SHEET METAL LLC \$483.00; HALLING, GARY \$12,125.00; HD FOWLER COMPANY \$1,118.30; HEINER, ROBERT \$130.00; HIGH COUNTRY LINEN \$836.76; HORCHAK, KEVIN \$1,891.87; HUNT CONSTRUCTION INC \$10,398.50; INFINITE HYDRAULICS LLC \$500.00; INNOVATIVE SERVICE LLC \$977.50; INTERSTATE BATTERY \$93.95; J.P. COOKE CO. \$212.70; JACKSON ANIMAL HOSPITAL \$733.58; JACKSON DOWNTOWNER, LLC \$59,427.00; JACKSON HOLE COMMUNITY HOUSING \$12,500.00; JACKSON HOLE LAW, PC \$6,005.50; JACKSON HOLE NEWS & GUIDE \$5,754.95; JACKSON HOLE SECURITY, LLC \$1,632.64; JACKSON LUMBER INC \$470.85; JHAM, INC. \$3,972.55; JORGENSEN ASSOCIATES, PC \$5,266.25; JP CONCRETE FINISHING, LLC \$5,202.60; KENWORTH SALES COMPANY DEPT #1 \$72.60; LEGACY PHILANTHROPY WORKS \$5,000.00; LEPCO \$85.00; LSC TRANSPORTATION CONSULTANTS, INC \$1,050.00; MALWAREBYTES \$8,732.00; METROQUIP INC \$2,332.57; MIKE'S WELDING INC \$97.28; MILLER SANITATION \$315.00; MOBILITY FOREFRONT LLC \$35,000.00; MSC INDUSTRIAL SUPPLY CO \$243.06; NAPA AUTO PARTS INC. \$608.86; NEW THOUGHT DIGITAL AGENCY \$4,000.00; OCCUPATIONAL HEALTH CENTERS \$51.00; ON SIGHT LAND SURVEYORS INC. \$450.00; QUICK BROWN FOX LLC \$245.00; RENDEZVOUS ENGINEERING, P.C. \$1,171.75; RON'S TOWING \$350.00; SCRIBNER, LEVI \$1,727.64; SHEPARD, DONNA \$98.16; SIONICS WEAPON SYSTEMS \$20,000.00; SNAKE RIVER ROASTING \$246.35; SPRING CREEK ANIMAL HOSPITAL \$155.92; ST JOHN'S HOSPITAL \$65.00; STATHAM, ANNE \$2,000.00; TETON COUNTY ALTERNATIVE TO INCARCERATIO \$21,550.03; TETON COUNTY PLANNING & BUILDING \$2,178.00; TETON COUNTY PUBLIC WORKS \$30,883.98; TETON COUNTY SHERIFF-DISPATCH \$17,761.62; TETON COUNTY SHERIFF'S OFFICE \$299.50; TETON COUNTY SHERIFF'S-JAIL \$576.00; TETON TRASH REMOVAL, INC. \$48.00; TETON WATER WORKS \$5,012.16; THE PRINTSHOP \$58.75; TTI \$5,145.00; US FOREST SERVICE \$1,296.60; US POSTAL SERVICE \$1,000.00; VISA \$25,496.82; WESTBANK SANITATION \$53.56; WESTERN STATE \$130.37; WESTWOOD CURTIS \$36,839.04; WHITE GLOVE CLEANING, INC. \$3,048.13; WILSON, CLAYTON \$155.00; WILSON, JOHN \$24,800.00; WY CHILD SUPPORT ENFORCEMENT \$146.76; WYOMING ASSOCIATION OF RURAL WATER SYS \$450.00; WYOMING.COM INC \$5.00; WYTRANS \$480.00; XEROX CORPORATION \$436.49; Y2 CONSULTANTS, LLC \$751.50

C. Rodeo Grounds Management Agreement. To approve the Rodeo Grounds Management Agreement as presented and authorize the Mayor to execute the agreement on behalf of the Town of Jackson subject to any minor corrections by staff.

D. Special Restriction for Workforce Housing at 1070 #6 Elk Run. To approve the Workforce Ownership Special Restriction for 1070 #6 Elk Run Lane and authorize the Mayor to execute the agreement on behalf of the Town of Jackson.

E. Special Restriction for Workforce Housing at Unit 55-1 Virginian Condominium. To approve the Workforce Ownership Special Restriction for Unit 55-1 of the Virginian Condominium Addition and authorize the Mayor to execute the agreement on behalf of the Town of Jackson.

F. Electric Distribution Easement 430 and 440 W. Kelly. To approve the Electric Distribution Easement located at 440 West Kelly Avenue and authorize the Mayor to execute said easement, subject to minor changes required by the Town Attorney.

G. Salt Lake Express Bus Parking Lease. To authorize the Mayor to execute a Lease Agreement between the Town of Jackson and Western Trails Charter and Tours, dba Salt Lake Express, for the use of a portion of the START facility parking area to park up to four (4) Salt Lake Express buses used in the provision of contracted transit bus services for the winter 2021-2022 season, subject to minor changes required by the Town Attorney.

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

P21-205 TCSD Sewer Connection. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Teton County School District's request to amend the TCSD Agreement and direct staff to negotiate the amendments with TCSD and to present the amended Agreement to Council for its consideration at a future Council Meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Land and Water Conservation Fund Grant Agreement. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve the grant agreement with the Wyoming State Parks and Cultural Resources for the FY22 Land and Water Conservation Fund Grant to complete accessibility and other improvements to Miller Park. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Excused Absences. Roxanne Robinson made staff comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to excuse the absences of Councilmember Rooks from all regular meetings that occurred in September of 2021. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to excuse the absences of Mayor Morton Levinson from the regular meetings that occurred from, and including, July 19, 2021 to, and including, August 16, 2021. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Changing Mayoral Appointments to Majority of Council Appointments. Roxanne Robinson made staff comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to present ordinances and necessary documents to change the appointments of the Design Review Committee and Public Art Task Force to majority of Council appointments. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Item P21-250: Partial Vacation 55 Virginian Lane #55-1. Katelyn Page made staff comment. Council held discussion with staff. Tim Fram made public comment. Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation Without Replat, a motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the Partial Vacation Without Replat to combine the two properties referenced by the submitted instrument for Unit 55-1, Virginian Village Condominiums Addition to the Town of Jackson, subject to the Town LDRs, the departmental reviews, and the staff report dated December 6, 2021. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Stable and Transitional Neighborhoods – Continued. Tyler Sinclair made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to prepare the Land Development Regulation (LDR) Text Amendments as presented and revised in this evening's discussion, and to process them through the typical LDR Text Amendment Procedures:

- Introduce incentive-based standards for deed restricted units including but not limited to:
 - o Reduce allowable non-deed restricted floor area
 - o Reduce allowable building mass – volume compared to Floor Area Ratio
 - o Decrease the amount of greenspace allowed for deed restricted units – wildlife movement
 - o Decrease setbacks for deed restricted units
- Consider reductions in parking requirements for deed restricted, small units (under 1500 square feet) and ARUs

- Consider voluntary or required design review of single-family homes to avoid cookie-cutter floor plans (tract housing)
- Lot splits – allow smaller lots for smaller homes to provide ownership opportunities for an under-served segment of the workforce
- Require permanent deed restriction on all ARUs; affordable and workforce
- Consider adding a bonus tool for deed restricted ARUs to provide additional height, additional floor area, etc.)
- Update nexus study → update mitigation requirements for these homes
- Address the leakage of residential units to short term rentals by increasing the minimum lease term from 30 to 90 or 120 days along with changes to the overall short term rental licensing and enforcement programs
- Min and Max Lot sizes
- Increase ownership options for ARUs
- Consider reductions in parking requirements for deed restricted, small units (under 1000 square feet) and ARUs
- All parking ideas considered comprehensively – Residential and Commercial including consideration of year around on-street parking
- Address the leakage of residential units to short term rentals by increasing the minimum lease term from 30 to 90 or 120 days along with changes to the overall short term rental licensing and enforcement programs
- Require permanent deed restriction of all ARUs
- Prioritize impact investments as called for in the Comprehensive Plan to supported increased density including sidewalks, lighting, on street parking, parks, transit,
- Support local convenience commercial and other limited community services in these areas
- Review the Workforce Housing Bonus Tool in terms type of restriction and ratio of market square footage to deed restricted square footage
- Expand areas where single unit dwellings are not allowed

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 Jim Rooks to read ordinances in short title. 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:

There was no public comment.

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Ordinance R on third reading as presented and designate it #1301. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

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:

There was no public comment.

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

Because Ordinances T through A all relate to updates to Title 15 Buildings and Construction, as allowed in the Rules and Procedures, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to read ordinances T through A consecutively, proceed with questions of staff as

one item, public comment as one item, utilize a single motion to approve on first reading, and discuss all ordinances as one item. There was no public comment. Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

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:

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:

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:

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:

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:

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:

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:

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:

There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinances T-A on second reading as presented. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance B: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF THE TOWN OF JACKSON ORDINANCE NOS. 131, 161, 176 (PART) 181, 251, 316, 377 (PART), 429 (PART) 596, 610, 636, 637, 641, 651, 653, 661, 663, 681, 683, 696, 749, 878, 882, 883, 897, 919, 1032, 1033, 1041 THROUGH 1048, 1055, 1080, 1081, 1103, 1114, 1138, 1193 AND 1194; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 214, 444, 880, 881, 896, AND 1052; SECTION 3 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161, 880 AND 896; SECTION 4 OF TOWN OF JACKSON ORDINANCE NOS. 92, 131, 161, AND 880; SECTION 5 OF TOWN OF JACKSON ORDINANCE NOS. 110 AND 880; SECTION 6 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161 AND 880; SECTION 7 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161 (PART) AND 880; SECTIONS 8, 11, 12 AND 14 OF TOWN OF JACKSON ORDINANCE NOS. 131 AND 880; SECTION 9 OF TOWN OF JACKSON ORDINANCE NOS. 131, 880 AND 881; SECTION 10 OF TOWN OF JACKSON ORDINANCE NO. 880; SECTIONS 13, 18 THROUGH 21, 23 THROUGH 26, 30, 31, 34, 37, 38 AND 42 OF TOWN OF JACKSON ORDINANCE NO. 131; SECTION 15 OF TOWN OF JACKSON ORDINANCE NOS. 131 AND 289; SECTION 16 OF TOWN OF JACKSON ORDINANCE NOS. 92, 110 AND 131; AND SECTIONS 10.04.010 THROUGH 10.04.450, 10.08.050, 10.08.090, 10.08.160, 10.12.040, 10.12.160, 10.13.010, 10.13.020, 10.13.130, 10.13.150, 10.14.010 THROUGH 10.14.080, 10.16.010, 10.16.020, 10.16.030, 10.17.010, 10.17.020, AND 10.17.030 OF THE TOWN OF JACKSON MUNICIPAL CODE.

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 Jonathan Schechter and seconded by Jim Rooks to approve Ordinance B 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. Mayor Morton Levinson announced that the January 3rd JIM and regular council meeting have been moved to January 10th. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen directing staff to bring back the Budget Review to the December 20 regular meeting for further consideration. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to allow staff to review the Karns Hillside HOA's request to change the Rodeo Drive speed limit from 25 to 20 mph. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve the Chamber of Commerce's request for Snow

Globe Santa on the Town Square, with the conditions that 1) it be removed when not in use and 2) they work with other applicants with approved events on placement of the snow globe. Britney Magleby made comment on behalf of the applicant. Lea Colasuonno made staff comment. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to direct staff to review and bring back a process for renaming a street or public place in Lance Cpl. Rylee McCollum’s name. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to bring back to Council a presentation of a process to research, analyze and discuss short term rentals, condominiums, townhomes, the Lodging Overlay, and hotel rooms in the commercial zones. Paul Anthony made staff comment. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. Council discussed the Teton County Public Health staff.

Town Manager’s Report. Larry Pardee made staff comment. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve the Town Manager’s Report. The Town Manager’s report included information on the Request for Proposals for the Sale and Removal of Historic Cabins at Karns Meadow. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:07 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Lynsey Lenamond, Town Clerk
minutes:ll
Publish JH News & Guide: December 15, 2021

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

December 6, 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, April Norton, Carl Pelletier, Katelyn Page, Michael Palazzolo, Steve Ashworth, Bruce Abel, Brian Lenz, Floren Poliseo, and Lynsey Lenamond.

Mayor Morton Levinson led those in attendance in the Pledge of Allegiance and read a proclamation recognizing November 27, 2021 as Small Business Saturday.

Public Comment. Geneva Chong, Bill Ramsay, Britney Magleby, Sophia Schwartz, Bobby Thomson, Emma Sollitt, Anna Kerr, Ariel Kazunas, Julien Hass, Hannah Trapp, Ashley Toon, Miles Yazzalino, Alec Blossom, Stefania Fram, Kelsey Yarzab, and Claire Stumpf made public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jim Rooks 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 November 15, 2021 special workshop and the November 15, 2021 regular meeting.

B. Disbursements. To approve disbursements as presented. 3 CREEK RANCH GOLF CLUB \$11,393.81; ABEL, BRUCE \$22.28; ACE HARDWARE \$650.24; ADVANCED CONCRETE SOLUTIONS \$18,365.50; AMAZON \$5,517.06; APEX SAGE INC \$10,288.75; APPLE INC \$108.00; AT&T \$2,967.82; B-CYCLE LLC \$839.79; BESTDRIVE IDAHO FALLS \$2,415.94; BIG R RANCH & HOME \$60.98; BISON LUMBER \$140.28; BREAKFAST ROTARY OF JH \$175.00; CARPETS PLUS COLORTILE \$15,356.60; CARQUEST AUTO PARTS INC. \$374.62; CASELLE INC. \$1,744.00; CENTURLINK \$4,088.73; CERTIFIED LABORATORIES \$733.30; CONTROL SYSTEM TECHNOLOGY, INC. \$12,750.00; CONVERGEONE, INC \$15,327.00; COPYWORKS, LLC \$419.40; CORUJO, JOSE \$570.00; CREATIVE ENERGIES, LLC \$2,647.00; CUMMINS ROCKY MOUNTAIN LLC \$1,112.09; DEAN'S PEST CONTROL LLC \$800.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DUSTBUSTERS, INC \$7,374.53; E.R. OFFICE EXPRESS \$296.47; ELKRIDGE DENTAL SOUTH LLC \$110.00; ENERGY LABORATORIES INC. \$906.00; ESRI, INC \$71.91; ETNA TRADE PARK LLC \$38,760.00; EVANS CONSTRUCTION INC \$19,000.00; FEHR PEERS \$4,291.25; FERGUSON ENTERPRISES, INC \$124.20; FEUZ EXCAVATION & TRUCKING LLC \$5,500.00; FLOYD'S TRUCK CENTER \$1,266.55; GARMIN USA \$64.95; GILLIG LLC \$2,787.20; GM SHEET METAL LLC \$483.00; HALLING, GARY \$12,125.00; HD FOWLER COMPANY \$1,118.30; HEINER, ROBERT \$130.00; HIGH COUNTRY LINEN \$836.76; HORCHAK, KEVIN \$1,891.87; HUNT CONSTRUCTION INC \$10,398.50; INFINITE HYDRAULICS LLC \$500.00; INNOVATIVE SERVICE LLC \$977.50; INTERSTATE BATTERY \$93.95; J.P. COOKE CO. \$212.70; JACKSON ANIMAL HOSPITAL \$733.58; JACKSON DOWNTOWNER, LLC \$59,427.00; JACKSON HOLE COMMUNITY HOUSING \$12,500.00; JACKSON HOLE LAW, PC \$6,005.50; JACKSON HOLE NEWS & GUIDE \$5,754.95; JACKSON HOLE SECURITY, LLC \$1,632.64; JACKSON LUMBER INC \$470.85; JHAM, INC. \$3,972.55; JORGENSEN ASSOCIATES, PC \$5,266.25; JP CONCRETE FINISHING, LLC \$5,202.60; KENWORTH SALES COMPANY DEPT #1 \$72.60; LEGACY PHILANTHROPY WORKS \$5,000.00; LEPCO \$85.00; LSC TRANSPORTATION CONSULTANTS, INC \$1,050.00; MALWAREBYTES \$8,732.00; METROQUIP INC \$2,332.57; MIKE'S WELDING INC \$97.28; MILLER SANITATION \$315.00; MOBILITY FOREFRONT LLC \$35,000.00; MSC INDUSTRIAL SUPPLY CO \$243.06; NAPA AUTO PARTS INC. \$608.86; NEW THOUGHT DIGITAL AGENCY \$4,000.00; OCCUPATIONAL HEALTH CENTERS \$51.00; ON SIGHT LAND SURVEYORS INC. \$450.00; QUICK BROWN FOX LLC \$245.00; RENDEZVOUS ENGINEERING, P.C. \$1,171.75; RON'S TOWING \$350.00; SCRIBNER, LEVI \$1,727.64; SHEPARD, DONNA \$98.16; SIONICS WEAPON SYSTEMS \$20,000.00; SNAKE RIVER ROASTING \$246.35; SPRING CREEK ANIMAL HOSPITAL \$155.92; ST JOHN'S HOSPITAL \$65.00; STATHAM, ANNE \$2,000.00; TETON COUNTY ALTERNATIVE TO INCARCERATIO \$21,550.03; TETON COUNTY PLANNING & BUILDING \$2,178.00; TETON COUNTY PUBLIC WORKS \$30,883.98; TETON COUNTY SHERIFF-DISPATCH \$17,761.62; TETON COUNTY SHERIFF'S OFFICE \$299.50; TETON COUNTY SHERIFF'S-JAIL \$576.00; TETON TRASH REMOVAL, INC. \$48.00; TETON WATER WORKS \$5,012.16; THE PRINTSHOP \$58.75; TTI \$5,145.00; US FOREST SERVICE \$1,296.60; US POSTAL SERVICE \$1,000.00; VISA \$25,496.82; WESTBANK SANITATION \$53.56; WESTERN STATE \$130.37; WESTWOOD CURTIS \$36,839.04; WHITE GLOVE CLEANING, INC. \$3,048.13; WILSON, CLAYTON \$155.00; WILSON, JOHN \$24,800.00; WY CHILD SUPPORT ENFORCEMENT \$146.76; WYOMING ASSOCIATION OF RURAL WATER SYS \$450.00; WYOMING.COM INC \$5.00; WYTRANS \$480.00; XEROX CORPORATION \$436.49; Y2 CONSULTANTS, LLC \$751.50

C. Rodeo Grounds Management Agreement. To approve the Rodeo Grounds Management Agreement as presented and authorize the Mayor to execute the agreement on behalf of the Town of Jackson subject to any minor corrections by staff.

D. Special Restriction for Workforce Housing at 1070 #6 Elk Run. To approve the Workforce Ownership Special Restriction for 1070 #6 Elk Run Lane and authorize the Mayor to execute the agreement on behalf of the Town of Jackson.

E. Special Restriction for Workforce Housing at Unit 55-1 Virginian Condominium. To approve the Workforce Ownership Special Restriction for Unit 55-1 of the Virginian Condominium Addition and authorize the Mayor to execute the agreement on behalf of the Town of Jackson.

F. Electric Distribution Easement 430 and 440 W. Kelly. To approve the Electric Distribution Easement located at 440 West Kelly Avenue and authorize the Mayor to execute said easement, subject to minor changes required by the Town Attorney.

G. Salt Lake Express Bus Parking Lease. To authorize the Mayor to execute a Lease Agreement between the Town of Jackson and Western Trails Charter and Tours, dba Salt Lake Express, for the use of a portion of the START facility parking area to park up to four (4) Salt Lake Express buses used in the provision of contracted transit bus services for the winter 2021-2022 season, subject to minor changes required by the Town Attorney.

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

P21-205 TCSD Sewer Connection. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve Teton County School District's request to amend the TCSD Agreement and direct staff to negotiate the amendments with TCSD and to present the amended Agreement to Council for its consideration at a future Council Meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Land and Water Conservation Fund Grant Agreement. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to approve the grant agreement with the Wyoming State Parks and Cultural Resources for the FY22 Land and Water Conservation Fund Grant to complete accessibility and other improvements to Miller Park. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Excused Absences. Roxanne Robinson made staff comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to excuse the absences of Councilmember Rooks from all regular meetings that occurred in September of 2021. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to excuse the absences of Mayor Morton Levinson from the regular meetings that occurred from, and including, July 19, 2021 to, and including, August 16, 2021. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Changing Mayoral Appointments to Majority of Council Appointments. Roxanne Robinson made staff comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to direct staff to present ordinances and necessary documents to change the appointments of the Design Review Committee and Public Art Task Force to majority of Council appointments. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Item P21-250: Partial Vacation 55 Virginian Lane #55-1. Katelyn Page made staff comment. Council held discussion with staff. Tim Fram made public comment. Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation Without Replat, a motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the Partial Vacation Without Replat to combine the two properties referenced by the submitted instrument for Unit 55-1, Virginian Village Condominiums Addition to the Town of Jackson, subject to the Town LDRs, the departmental reviews, and the staff report dated December 6, 2021. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Stable and Transitional Neighborhoods – Continued. Tyler Sinclair made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to prepare the Land Development Regulation (LDR) Text Amendments as presented and revised in this evening's discussion, and to process them through the typical LDR Text Amendment Procedures:

- Introduce incentive-based standards for deed restricted units including but not limited to:
 - Reduce allowable non-deed restricted floor area
 - Reduce allowable building mass – volume compared to Floor Area Ratio
 - Decrease the amount of greenspace allowed for deed restricted units – wildlife movement
 - Decrease setbacks for deed restricted units
- Consider reductions in parking requirements for deed restricted, small units (under 1500 square feet) and ARUs

- Consider voluntary or required design review of single-family homes to avoid cookie-cutter floor plans (tract housing)
- Lot splits – allow smaller lots for smaller homes to provide ownership opportunities for an under-served segment of the workforce
- Require permanent deed restriction on all ARUs; affordable and workforce
- Consider adding a bonus tool for deed restricted ARUs to provide additional height, additional floor area, etc.)
- Update nexus study → update mitigation requirements for these homes
- Address the leakage of residential units to short term rentals by increasing the minimum lease term from 30 to 90 or 120 days along with changes to the overall short term rental licensing and enforcement programs
- Min and Max Lot sizes
- Increase ownership options for ARUs
- Consider reductions in parking requirements for deed restricted, small units (under 1000 square feet) and ARUs
- All parking ideas considered comprehensively – Residential and Commercial including consideration of year around on-street parking
- Address the leakage of residential units to short term rentals by increasing the minimum lease term from 30 to 90 or 120 days along with changes to the overall short term rental licensing and enforcement programs
- Require permanent deed restriction of all ARUs
- Prioritize impact investments as called for in the Comprehensive Plan to supported increased density including sidewalks, lighting, on street parking, parks, transit,
- Support local convenience commercial and other limited community services in these areas
- Review the Workforce Housing Bonus Tool in terms type of restriction and ratio of market square footage to deed restricted square footage
- Expand areas where single unit dwellings are not allowed

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 Jim Rooks to read ordinances in short title. 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:

There was no public comment.

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Ordinance R on third reading as presented and designate it #1301. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

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:

There was no public comment.

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

Because Ordinances T through A all relate to updates to Title 15 Buildings and Construction, as allowed in the Rules and Procedures, a motion was made by Arne Jorgensen and seconded by Jonathan Schechter to read ordinances T through A consecutively, proceed with questions of staff as

one item, public comment as one item, utilize a single motion to approve on first reading, and discuss all ordinances as one item. There was no public comment. Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

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:

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:

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:

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:

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:

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:

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:

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:

There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinances T-A on second reading as presented. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance B: AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF THE TOWN OF JACKSON ORDINANCE NOS. 131, 161, 176 (PART) 181, 251, 316, 377 (PART), 429 (PART) 596, 610, 636, 637, 641, 651, 653, 661, 663, 681, 683, 696, 749, 878, 882, 883, 897, 919, 1032, 1033, 1041 THROUGH 1048, 1055, 1080, 1081, 1103, 1114, 1138, 1193 AND 1194; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 214, 444, 880, 881, 896, AND 1052; SECTION 3 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161, 880 AND 896; SECTION 4 OF TOWN OF JACKSON ORDINANCE NOS. 92, 131, 161, AND 880; SECTION 5 OF TOWN OF JACKSON ORDINANCE NOS. 110 AND 880; SECTION 6 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161 AND 880; SECTION 7 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161 (PART) AND 880; SECTIONS 8, 11, 12 AND 14 OF TOWN OF JACKSON ORDINANCE NOS. 131 AND 880; SECTION 9 OF TOWN OF JACKSON ORDINANCE NOS. 131, 880 AND 881; SECTION 10 OF TOWN OF JACKSON ORDINANCE NO. 880; SECTIONS 13, 18 THROUGH 21, 23 THROUGH 26, 30, 31, 34, 37, 38 AND 42 OF TOWN OF JACKSON ORDINANCE NO. 131; SECTION 15 OF TOWN OF JACKSON ORDINANCE NOS. 131 AND 289; SECTION 16 OF TOWN OF JACKSON ORDINANCE NOS. 92, 110 AND 131; AND SECTIONS 10.04.010 THROUGH 10.04.450, 10.08.050, 10.08.090, 10.08.160, 10.12.040, 10.12.160, 10.13.010, 10.13.020, 10.13.130, 10.13.150, 10.14.010 THROUGH 10.14.080, 10.16.010, 10.16.020, 10.16.030, 10.17.010, 10.17.020, AND 10.17.030 OF THE TOWN OF JACKSON MUNICIPAL CODE.

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 Jonathan Schechter and seconded by Jim Rooks to approve Ordinance B 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. Mayor Morton Levinson announced that the January 3rd JIM and regular council meeting have been moved to January 10th. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen directing staff to bring back the Budget Review to the December 20 regular meeting for further consideration. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to allow staff to review the Karns Hillside HOA's request to change the Rodeo Drive speed limit from 25 to 20 mph. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve the Chamber of Commerce's request for Snow

Globe Santa on the Town Square, with the conditions that 1) it be removed when not in use and 2) they work with other applicants with approved events on placement of the snow globe. Britney Magleby made comment on behalf of the applicant. Lea Colasuonno made staff comment. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to direct staff to review and bring back a process for renaming a street or public place in Lance Cpl. Rylee McCollum’s name. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to bring back to Council a presentation of a process to research, analyze and discuss short term rentals, condominiums, townhomes, the Lodging Overlay, and hotel rooms in the commercial zones. Paul Anthony made staff comment. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. Council discussed the Teton County Public Health staff.

Town Manager’s Report. Larry Pardee made staff comment. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve the Town Manager’s Report. The Town Manager’s report included information on the Request for Proposals for the Sale and Removal of Historic Cabins at Karns Meadow. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:07 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Lynsey Lenamond, Town Clerk
minutes:ll
Publish JH News & Guide: December 15, 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
6634	107 WEST DESIGN, LLC	21-06	PROJ: VINE STREET PLAN PRE	11/30/2021	1,750.00	.00	
Total 6634:					1,750.00	.00	
6934	360 Investments, LLC	120721	Release Bond 660 West Broadwa	12/07/2021	20,362.50	20,362.50	12/07/2021
6934	360 Investments, LLC	120821	RELEASE BOND B19-0687 660	12/08/2021	5,000.00	5,000.00	12/08/2021
Total 6934:					25,362.50	25,362.50	
328	842-NCBERS GROUP WYOMIN	842122021	PAYROLL DEDUCTIONS	11/10/2021	96.00	96.00	12/07/2021
Total 328:					96.00	96.00	
425	ACE EQUIPMENT & SUPPLY	172153	GUTTER BROOM, GUTTER BR	06/07/2021	467.86	.00	
425	ACE EQUIPMENT & SUPPLY	172429	ANNUAL LIFT INSPECTION, HV	07/20/2021	1,200.00	.00	
Total 425:					1,667.86	.00	
51	ACE HARDWARE	762309	GLUE EPOXY	11/19/2021	10.85	.00	
51	ACE HARDWARE	762317	CM CARTRIDGE FILTER	11/19/2021	19.99	.00	
51	ACE HARDWARE	762413	DAWN ULTRA ORIG, SCRUBR K	11/19/2021	11.47	.00	
51	ACE HARDWARE	762658	KEYKRAFT #80 BRASS	11/22/2021	8.97	.00	
51	ACE HARDWARE	762915	STRAP HOLD DOWN RUBBR 24	11/24/2021	13.96	.00	
51	ACE HARDWARE	762965	ANCHOR WEDGE	11/24/2021	12.00	.00	
51	ACE HARDWARE	763047	20V MAX JBSITE LED LIGHT. JU	11/26/2021	144.98	.00	
51	ACE HARDWARE	763437	PADLOCK COMB2"	11/30/2021	39.98	.00	
51	ACE HARDWARE	763649	SW DRILL/DRIVVE SET, MAGNE	12/01/2021	61.97	.00	
51	ACE HARDWARE	764300	PROPANE TANK EXCHANGE	12/06/2021	24.99	.00	
Total 51:					349.16	.00	
2269	AFLAC	237868	ACCOUNT #y9599	11/25/2021	2,501.18	2,501.18	12/07/2021
Total 2269:					2,501.18	2,501.18	
6900	ALDER ENVIRONMENTAL LLC	2597	PROJ: THAW WELL #3 AUTOMA	11/16/2021	1,505.67	.00	
Total 6900:					1,505.67	.00	
5726	AMAZON	139K-XLQD-94	LARGE MAGNETIC WHITE BOA	11/26/2021	227.69	.00	
5726	AMAZON	13GC-LGXM-H	BASICS GRAB 42" & 18"	11/24/2021	175.94	.00	
5726	AMAZON	13R3-LWLG-P	SPIGEN TEMPERED GLASS SC	11/29/2021	45.98	.00	
5726	AMAZON	161X-LPY3-JM	SAFE REST TWIN	12/02/2021	71.85	.00	
5726	AMAZON	16HV-PQLR-4	SAFE REST TWIN EXTRA LONG	12/02/2021	71.85	.00	
5726	AMAZON	19KJ-M33M-G	SAFEREST TWIN EXTRA LONG	12/02/2021	71.85	.00	
5726	AMAZON	19KM-MWVC-	HP 8 PORT 10 GBE STIP	10/14/2021	1,981.62	.00	
5726	AMAZON	1D63-7XGQ-44	HP 50BX TONER CARTRIDGE	12/01/2021	611.60	.00	
5726	AMAZON	1FLK-QX1H-V	SODA STREAM AND HAPPY BE	12/09/2021	93.57	.00	
5726	AMAZON	1KFQ-1KDX-L	USB CABLE AND FASGEAR	11/30/2021	100.74	.00	
5726	AMAZON	1M4R-7YW6-W	SI-FERRIN SECURITY DOORS-	11/19/2021	178.57	.00	
5726	AMAZON	1Q7J-431K-FH	DISH DRYING RACK,MUELLER	12/11/2021	93.57	.00	
5726	AMAZON	1QNV-VV3D-G	SAFE REST TWIN EXTRA LONG	12/02/2021	71.85	.00	
5726	AMAZON	1RQK-CKMN-9	LOW FLOW DUAL GPM- TOWN	11/19/2021	137.06	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	1WCH-LNJF-D	PROJ: STAGE STOP- FRONT P	11/02/2021	71.67	.00	
	Total 5726:				4,005.41	.00	
3530	AMSOIL INC	20300381 RI	SYNTHETIC SYNTHETIC 75W90	12/17/2021	1,455.25	.00	
	Total 3530:				1,455.25	.00	
383	ANTLER MOTEL, INC.	110121	ROOM for Bruce Abel	11/01/2021	2,645.00	.00	
	Total 383:				2,645.00	.00	
6575	APEX SAGE INC	121021	jackson lumber,jenkins lumber st f	12/10/2021	3,661.84	.00	
	Total 6575:				3,661.84	.00	
3487	ARCHITECTURAL BUILDING SU	721292473	PROJ-SI-FERRIN- MATERIALS	12/07/2021	6,293.48	.00	
	Total 3487:				6,293.48	.00	
1783	AT&T	287272169264	MONTHLY SERVICES	11/20/2021	43.23	.00	
	Total 1783:				43.23	.00	
6583	BESTDRIVE IDAHO FALLS	29002677	31/80R22.5 & 12R22.5 ST727 18/	12/08/2021	2,841.40	.00	
	Total 6583:				2,841.40	.00	
4774	BIG R RANCH & HOME	1535100	WHEEL HUB STEEL	11/10/2021	59.99	.00	
4774	BIG R RANCH & HOME	1537938	MENS JACKET	12/01/2021	149.99	.00	
4774	BIG R RANCH & HOME	1538870	CREDIT: RETURN BAR CLAMP 2	12/08/2021	74.97-	.00	
4774	BIG R RANCH & HOME	1539466	ICE MELT POWER THAW	12/13/2021	31.98	.00	
4774	BIG R RANCH & HOME	1539546	JACKET	12/13/2021	99.99	.00	
	Total 4774:				266.98	.00	
3500	BISON LUMBER	2111-769625- F	FINANCE CHARGE ON PASTDU	11/24/2021	10.75	.00	
	Total 3500:				10.75	.00	
2850	BMV LLC	120721	POSTAGE	12/07/2021	65.85	.00	
2850	BMV LLC	3P7C8	FLEET SHIPPING	12/06/2021	11.36	.00	
	Total 2850:				77.21	.00	
6944	BOYLE, JAMES	21021	REIMBURSE FOR TRAVEL	12/10/2021	979.17	.00	
	Total 6944:				979.17	.00	
6727	BRIGGS, ERIC L	10866	4" COBRA PLIER, FLEXIBLE MIC	12/02/2021	200.90	.00	
	Total 6727:				200.90	.00	
3303	BRISTOL, JAMES	6547	ENVELOPES	12/14/2021	310.00	.00	
	Total 3303:				310.00	.00	
6051	CARPETS PLUS COLORTILE	5545	PROJ: SI FERRIN BLDG MAIN F	01/01/2021	10,580.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6051	CARPETS PLUS COLORTILE	6408	PROJ: SI FERRIN 2ND FLOOR L	12/01/2021	5,056.00	.00	
Total 6051:					15,636.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-550953	CORE RETURN	11/23/2021	22.00-	.00	
5	CARQUEST AUTO PARTS INC.	6090-551372	BRAKE PAD SET	11/30/2021	108.44	.00	
5	CARQUEST AUTO PARTS INC.	6090-551593	SEAT COVER, HEAD REST OPE	12/01/2021	279.75	.00	
Total 5:					366.19	.00	
102	CASELLE INC.	113550	CONTRACT SUPPORT JANUAR	12/01/2021	1,744.00	.00	
Total 102:					1,744.00	.00	
544	CENTURYLINK	251097860	CL account 75912352	11/20/2021	192.26	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	11/13/2021	42.10	.00	
Total 544:					234.36	.00	
5322	CHARGEPOINT, INC	IN123276	SUPPORT- FDL	12/09/2021	75.00	.00	
Total 5322:					75.00	.00	
5967	CITY OF DRIGGS	11.30.2021	BUS BARN RENT DECEMBER	12/13/2021	1,695.25	.00	
Total 5967:					1,695.25	.00	
4887	CONTROL SYSTEM TECHNOLO	10217	CONTROL SERVICE, MILEAGE,	11/22/2021	6,717.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10232	TROUBLE SHOOT DOOR ISSUE	12/07/2021	300.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10233	CONTROL SERVICE UPDATED	12/07/2021	2,017.50	.00	
Total 4887:					9,034.50	.00	
6475	CONVERGEONE, INC	IE9084289	MAINTENANCE MANAGEMENT	12/09/2021	31,431.92	.00	
Total 6475:					31,431.92	.00	
3272	COPYWORKS, LLC	33932	2 door hangers	12/12/2021	112.50	.00	
3272	COPYWORKS, LLC	33973	DOOR HANGERS	11/19/2021	292.50	.00	
Total 3272:					405.00	.00	
3001	CREATIVE ENERGIES, LLC	6993	PROJ: BI-ANNUAL OPERATION	11/29/2021	345.00	.00	
3001	CREATIVE ENERGIES, LLC	6993	PROJ: BI-ANNUAL OPERATION	11/29/2021	345.00	.00	
3001	CREATIVE ENERGIES, LLC	6993	PROJ: BI-ANNUAL OPERATION	11/29/2021	345.00	.00	
3001	CREATIVE ENERGIES, LLC	6993	PROJ: BI-ANNUAL OPERATION	11/29/2021	2,079.00	.00	
3001	CREATIVE ENERGIES, LLC	6993	PROJ: BI-ANNUAL OPERATION	11/29/2021	345.00	.00	
Total 3001:					3,459.00	.00	
611	CUMMINS ROCKY MOUNTAIN L	39-50420	INJECTOR FUEL SUPPLY TUBE	11/30/2021	58.43	.00	
Total 611:					58.43	.00	
6124	DAVID STUBBS	120621	START COMMUTER SHOT	12/06/2021	500.00	.00	
Total 6124:					500.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6938	DIETZ, BRUCE	121321	REFUND OVERPAYMENT ON U	12/13/2021	10.19	.00	
	Total 6938:				10.19	.00	
6883	DIVISION OF CHILD SUPPORT	120221	DCSE CASE #0005405448	12/02/2021	509.23	509.23	12/02/2021
	Total 6883:				509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	120121	Crime Victim Surcharge nov	12/01/2021	150.00	.00	
	Total 2175:				150.00	.00	
6939	DYNAMIC CONTROLS, LLC	34817-REVISE	PROJ: 93252- TOJ SIFERRIN AC	10/29/2021	11,248.30	.00	
	Total 6939:				11,248.30	.00	
3408	E.R. OFFICE EXPRESS	18699	copy paper	11/24/2021	126.03	.00	
3408	E.R. OFFICE EXPRESS	18702	ADHESIVE LABELING TAPE	11/24/2021	46.99	.00	
3408	E.R. OFFICE EXPRESS	18715	copy paper	11/24/2021	194.78	.00	
3408	E.R. OFFICE EXPRESS	18753	sTAMP	12/07/2021	28.99	.00	
3408	E.R. OFFICE EXPRESS	18776	PAPER	12/07/2021	194.78	.00	
	Total 3408:				591.57	.00	
5687	ECOR	1902	DEF SENSOR KIT, DEF SUCTION	12/02/2021	2,706.99	.00	
5687	ECOR	1905	RELAY	12/03/2021	154.54	.00	
	Total 5687:				2,861.53	.00	
1134	ENERGY LABORATORIES INC.	406656	control house 1, #3 and well #5	07/13/2021	171.00	.00	
1134	ENERGY LABORATORIES INC.	435641	INFLUENT, EFFLUENT, CELL 1,	11/11/2021	459.00	.00	
1134	ENERGY LABORATORIES INC.	437566	INFLUENT, EFFLUENT, CELL 1,	11/19/2021	459.00	.00	
1134	ENERGY LABORATORIES INC.	438807	INFLUENT, EFFLUENT, CELL 1,	11/28/2021	459.00	.00	
1134	ENERGY LABORATORIES INC.	439996	INFLUENT, EFFLUENT, CELL 1,	12/02/2021	459.00	.00	
1134	ENERGY LABORATORIES INC.	441347	INFLUENT, EFFLUENT, CELL 1,	12/08/2021	459.00	.00	
	Total 1134:				2,466.00	.00	
81	EVANS CONSTRUCTION INC	7070	PROJ: TOJ SALTED SAND 2021	12/01/2021	19,000.00	.00	
	Total 81:				19,000.00	.00	
3885	EVIDENT	185661A	LARGE BLACK NITRILE	11/19/2021	352.51	.00	
	Total 3885:				352.51	.00	
6802	FALL RIVER PROPANE	549200	WORK PERFORMED: LIISE FITT	09/14/2021	350.00	.00	
	Total 6802:				350.00	.00	
3195	FERGUSON ENTERPRISES, IN	9972682	20X17 4CC VC DI LAVE ROCKA	12/06/2021	49.56	.00	
	Total 3195:				49.56	.00	
4709	FLEETPRIDE	87046174	2-SPD GREASE GUN KIT W/2 C	12/02/2021	329.00	.00	
	Total 4709:				329.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
668	FREEDOM MAILING SERVICE I	41878	UTILITY BILLINGstart bus on dem	12/06/2021	51.94	.00	
668	FREEDOM MAILING SERVICE I	41878	UTILITY BILLING	12/06/2021	907.77	.00	
668	FREEDOM MAILING SERVICE I	41878	UTILITY BILLING	12/06/2021	907.76	.00	
Total 668:					1,867.47	.00	
4212	GILLIG LLC	40865715	90 DEG ELBOW	11/19/2021	6.36	.00	
4212	GILLIG LLC	40868594	LOW OIL PRESS LIGHT SWITCH	12/02/2021	61.33	.00	
Total 4212:					67.69	.00	
5009	GM SHEET METAL LLC	4805	COPPER 3X10 SHEET, SHOP &	12/07/2021	436.00	.00	
Total 5009:					436.00	.00	
6935	GRAY BUILDERS	120821	RELEASE BOND B21-0675 10-16	12/08/2021	2,000.00	2,000.00	12/08/2021
Total 6935:					2,000.00	2,000.00	
5734	GREENWAY PAINTING LLC	1465	PROJ: SI-FERRIN- FINISHES	12/14/2021	18,380.00	.00	
Total 5734:					18,380.00	.00	
473	GREENWOOD MAPPING INC.	120121	GIS support sept - NOV	12/01/2021	1,440.00	.00	
Total 473:					1,440.00	.00	
6936	HAMANN, JASON	120921	BAIL BOND 21-10-0240	12/09/2021	500.00	500.00	12/09/2021
Total 6936:					500.00	500.00	
96	HIGH COUNTRY LINEN	0267331	BUILDING MAINT: SHOP SUPPLI	07/29/2021	52.32	.00	
96	HIGH COUNTRY LINEN	0267331	UNIFORMS: FACILITY	07/29/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0267331	UNIFORMS: FLEET	07/29/2021	31.04	.00	
96	HIGH COUNTRY LINEN	0267331	UNIFORMS: SEWER	07/29/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0267331	UNIFORMS: STREET	07/29/2021	29.10	.00	
96	HIGH COUNTRY LINEN	0267331	UNIFORMS: ADMIN	07/29/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0267331	UNIFORMS: WATER	07/29/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0267331	BUILDING MAINT: PUBLIC WOR	07/29/2021	149.58	.00	
96	HIGH COUNTRY LINEN	0267331	UNIFORMS: WWTP	07/29/2021	14.55	.00	
96	HIGH COUNTRY LINEN	0267331	UNIFORMS: ADMIN	07/29/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0287987	BUILDING MAINT: HOME RANC	11/22/2021	7.50	.00	
96	HIGH COUNTRY LINEN	0288266	MATS	11/24/2021	61.93	.00	
96	HIGH COUNTRY LINEN	0288378	LAUNDRY BAGS	11/24/2021	101.55	.00	
96	HIGH COUNTRY LINEN	0288451	UNIFORMS: ADMIN	11/25/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0288451	BUILDING MAINT: PUBLIC WOR	11/25/2021	3.20	.00	
96	HIGH COUNTRY LINEN	0288451	UNIFORMS: WATER	11/25/2021	18.43	.00	
96	HIGH COUNTRY LINEN	0288451	UNIFORMS: SEWER	11/25/2021	19.40	.00	
96	HIGH COUNTRY LINEN	0288451	UNIFORMS: ADMIN	11/25/2021	4.85	.00	
96	HIGH COUNTRY LINEN	0288451	UNIFORMS: STREET	11/25/2021	38.80	.00	
96	HIGH COUNTRY LINEN	0288451	UNIFORMS: FLEET	11/25/2021	38.80	.00	
96	HIGH COUNTRY LINEN	0288451	UNIFORMS: FACILITY	11/25/2021	9.70	.00	
96	HIGH COUNTRY LINEN	0288451	UNIFORMS: WWTP	11/25/2021	24.25	.00	
96	HIGH COUNTRY LINEN	0288451	UNIFORMS: SHOP SUPPLY	11/25/2021	7.32	.00	
96	HIGH COUNTRY LINEN	0288940	BUILDING MAINT: HOME RANC	11/29/2021	27.30	.00	
96	HIGH COUNTRY LINEN	0288947	BUILDING MAINT: TOWN HALL-	11/29/2021	291.10	.00	
96	HIGH COUNTRY LINEN	0290304	mats	12/08/2021	64.88	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 96:					1,057.68	.00	
6455	HIRST APPLGATE, LLP	205395	3 creeks ranch	10/05/2021	1,747.90	.00	
6455	HIRST APPLGATE, LLP	20825	3 Creek Ranch	12/06/2021	1,750.00	.00	
Total 6455:					3,497.90	.00	
36	IDAHO STATE TAX COMMISSIO	120721	NOVEMBER WITHHOLDINGS	12/07/2021	3,287.00	3,287.00	12/07/2021
Total 36:					3,287.00	3,287.00	
6121	IDENTISYS, INC	547469	HID MICRO PROX	10/27/2021	409.87	.00	
Total 6121:					409.87	.00	
106	INTERSTATE BATTERY	22251843	(2) 8D-MHD, (1) MTP-48/H6, (1)	11/29/2021	683.80	.00	
Total 106:					683.80	.00	
5098	JACKSON ANIMAL HOSPITAL	49371	feline neuter	12/07/2021	118.98	.00	
Total 5098:					118.98	.00	
2	JACKSON CURBSIDE INC.	00029456	RECYCLING @ TOWN HALL- N	11/10/2021	480.00	.00	
2	JACKSON CURBSIDE INC.	00029457	RECYCLING @ PUBLIC WORKS	11/10/2021	195.00	.00	
Total 2:					675.00	.00	
6477	Jackson Hole Childrens Museum	121421	contract 2Q	12/14/2021	3,920.00	.00	
Total 6477:					3,920.00	.00	
131	JACKSON HOLE NEWS & GUID	332271	fall clean up	10/27/2021	222.40	.00	
131	JACKSON HOLE NEWS & GUID	333190	AD 399592 pw equipment operato	11/24/2021	387.60	.00	
131	JACKSON HOLE NEWS & GUID	333191	SR COLLECTION SYSTEM	11/24/2021	387.60	.00	
131	JACKSON HOLE NEWS & GUID	333280	AD 399685 regualr meeting	11/24/2021	1,265.40	.00	
131	JACKSON HOLE NEWS & GUID	333281	AD 399684 workshop	11/24/2021	111.15	.00	
131	JACKSON HOLE NEWS & GUID	333412	fall clean up	11/30/2021	413.76	.00	
131	JACKSON HOLE NEWS & GUID	333579	AD 399312 police social worker	12/01/2021	204.00	.00	
131	JACKSON HOLE NEWS & GUID	333681	AD#399890 P21-282	12/01/2021	29.93	.00	
131	JACKSON HOLE NEWS & GUID	333682	AD#399889 P21-263	12/01/2021	29.93	.00	
131	JACKSON HOLE NEWS & GUID	333742	AD 400256 WINTER OPERATOR	12/08/2021	387.60	.00	
131	JACKSON HOLE NEWS & GUID	333743	POLICE SOCIAL WORKER	12/08/2021	387.60	.00	
131	JACKSON HOLE NEWS & GUID	333744	WINTER STREET OPERATOR	12/08/2021	387.60	.00	
131	JACKSON HOLE NEWS & GUID	333745	SR COLLECTION SYSTEM	12/08/2021	387.60	.00	
131	JACKSON HOLE NEWS & GUID	333746	AD 400252 STREET OPERATOR	12/08/2021	387.60	.00	
131	JACKSON HOLE NEWS & GUID	333747	AD 400253 TRANSIT SUPERVIS	12/08/2021	387.60	.00	
Total 131:					5,377.37	.00	
114	JACKSON LUMBER INC	0000728562-0	PROJ: 55 S GLENWOOD- STRU	12/13/2021	158.59	.00	
Total 114:					158.59	.00	
139	JORGENSEN ASSOCIATES, PC	47530	PROJ: 06013- CORE FACILITIES	10/13/2021	34,705.58	.00	
139	JORGENSEN ASSOCIATES, PC	47823	PROJ: 06013- CORE FACILITIES	11/19/2021	15,565.63	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 139:					50,271.21	.00	
2485	KENWORTH SALES COMPANY	IDFIN4900707	OIL FILTER, LUBE FILTER	12/02/2021	67.50	.00	
2485	KENWORTH SALES COMPANY	IDFIN4903579	FILTER-FUEL SPIN-ON	12/02/2021	286.20	.00	
2485	KENWORTH SALES COMPANY	IDFIN4904716	AIR FILTER, IN FRT	12/07/2021	95.36	.00	
Total 2485:					449.06	.00	
5965	KIMLEY HORN	19944545	TOJ RFP	10/31/2021	4,147.50	.00	
Total 5965:					4,147.50	.00	
5399	KOENS, JIM	121021	TRAVEL REIMBURSE	12/10/2021	919.72	.00	
Total 5399:					919.72	.00	
6847	LENAMOND, LYNSEY	120821	REIMBURSE FOR PLANE TICKE	12/08/2021	558.81	.00	
Total 6847:					558.81	.00	
6908	LEON, NANCY	010122	JANUARY RENT	12/08/2021	1,500.00	.00	
6908	LEON, NANCY	010122	january rent	12/08/2021	.00	.00	
6908	LEON, NANCY	120121	December Rent	12/01/2021	1,500.00	1,500.00	12/03/2021
Total 6908:					3,000.00	1,500.00	
2149	LEXISNEXIS MATTHEW BENDE	28290623	WY COURT RULES 2021	11/08/2021	73.08	.00	
Total 2149:					73.08	.00	
2224	LOCAL GOV'T LIABILITY POOL	13605	settlement AA220019 ROBERT D	12/08/2021	1,000.00	.00	
Total 2224:					1,000.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 11-3	3150 S ADAMS CANYON DR, JA	11/30/2021	242.70	.00	
156	LOWER VALLEY ENERGY INC	92050-003 11-3	SPRUCE DR PUMP HOUSE, JA	11/30/2021	230.83	.00	
156	LOWER VALLEY ENERGY INC	92050-008 11-3	CEMETERY, JACKSON, WY	11/30/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-010 11-3	ELY SPRINGS RD WELL 6,7,8, J	11/30/2021	1,609.77	.00	
156	LOWER VALLEY ENERGY INC	92050-014 11-3	135 E BROADWAY AVE HEAT TA	11/30/2021	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-017 11-3	WASTE WATER TRTMT INTERM	11/30/2021	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 11-3	RANGEVIEW DR LIFT PUMP CO	11/30/2021	60.32	.00	
156	LOWER VALLEY ENERGY INC	92050-021 11-3	150 E PEARL AVE, JACKSON, W	11/30/2021	1,473.09	.00	
156	LOWER VALLEY ENERGY INC	92050-024 11-3	1605 BERGER LN SEWER LIFT	11/30/2021	23.74	.00	
156	LOWER VALLEY ENERGY INC	92050-025 11-3	450 W SNOW KING AVE NEW S	11/30/2021	913.60	.00	
156	LOWER VALLEY ENERGY INC	92050-026 11-3	450 W SNOW KING AVE SHOP, J	11/30/2021	236.00	.00	
156	LOWER VALLEY ENERGY INC	92050-044 11-3	SNOW KING ESTATES BOOSTE	11/30/2021	235.02	.00	
156	LOWER VALLEY ENERGY INC	92050-047 11-3	WASTE WATER TRTMT UV BLD	11/30/2021	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 11-3	WASTE WATER TRTMT PTB 545	11/30/2021	8,885.28	.00	
156	LOWER VALLEY ENERGY INC	92050-050 11-3	2 MG TANK, JACKSON, WY 200	11/30/2021	21.67	.00	
156	LOWER VALLEY ENERGY INC	92050-051 11-3	WELL #5 KARNS MEADOW DR,	11/30/2021	1,960.17	.00	
156	LOWER VALLEY ENERGY INC	92050-052 11-3	675 E BROADWAY AVE WELL #1	11/30/2021	16.04	.00	
156	LOWER VALLEY ENERGY INC	92050-053 11-3	WELLS #2 & #3, JACKSON, WY	11/30/2021	2,102.60	.00	
156	LOWER VALLEY ENERGY INC	92050-054 11-3	CITY WELL ELK REF 1, JACKSO	11/30/2021	47.04	.00	
156	LOWER VALLEY ENERGY INC	92050-055 11-3	CITY WELL ELK REF 2, JACKSO	11/30/2021	31.86	.00	
156	LOWER VALLEY ENERGY INC	92050-056 11-3	CITY WELL ELK REF 3, JACKSO	11/30/2021	33.09	.00	
156	LOWER VALLEY ENERGY INC	92050-059 11-3	440 W SNOW KING AVE POLICE	11/30/2021	135.12	.00	
156	LOWER VALLEY ENERGY INC	92050-060 11-3	400 W SNOW KING AVE S GAR,	11/30/2021	179.21	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-061 11-3	400 W SNOW KING AVE PUBLIC	11/30/2021	592.02	.00	
156	LOWER VALLEY ENERGY INC	92050-074 11-3	CRABTREE LN THAW WELL #2,	11/30/2021	28.98	.00	
156	LOWER VALLEY ENERGY INC	92050-075 11-3	HIGH SCHOOL RD THAW WELL	11/30/2021	14.77	.00	
156	LOWER VALLEY ENERGY INC	92050-078 11-3	145 W HANSEN AVE FRONT, JA	11/30/2021	97.09	.00	
156	LOWER VALLEY ENERGY INC	92050-079 11-3	145 W HANSEN AVE BACK, JAC	11/30/2021	124.04	.00	
156	LOWER VALLEY ENERGY INC	92050-082 11-3	400 W SNOW KING AVE E STOR	11/30/2021	177.65	.00	
156	LOWER VALLEY ENERGY INC	92050-090 11-3	955 MAPLE WAY, JACKSON, WY	11/30/2021	126.59	.00	
156	LOWER VALLEY ENERGY INC	92050-092 11-3	3150 S ADAMS CANYON DR ANI	11/30/2021	298.18	.00	
156	LOWER VALLEY ENERGY INC	92050-102 11-3	145 W HANSEN AVE FRONT, JA	11/30/2021	57.39	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	11/30/2021	2,819.14	.00	
156	LOWER VALLEY ENERGY INC	92050-106 11-3	940 SIMON LN, JACKSON, WY	11/30/2021	164.56	.00	
156	LOWER VALLEY ENERGY INC	92050-114 11-3	210 N CACHE ST HOME RANCH	11/30/2021	290.29	.00	
156	LOWER VALLEY ENERGY INC	92050-126 11-3	SPRING WATER LN LIFT STATIO	11/30/2021	20.84	.00	
156	LOWER VALLEY ENERGY INC	92050-127 11-3	3337 S CODY CREEK DR LIFT S	11/30/2021	203.54	.00	
156	LOWER VALLEY ENERGY INC	92050-131 11-3	195 E DELONEY AVE RESTROO	11/30/2021	259.27	.00	
156	LOWER VALLEY ENERGY INC	92050-132 11-3	160 S MILLWARD ST PARKING	11/30/2021	858.79	.00	
156	LOWER VALLEY ENERGY INC	92050-134 11-3	160 S MILLWARD ST PARKING	11/30/2021	72.47	.00	
156	LOWER VALLEY ENERGY INC	92050-334 11-3	JOSEPHINE LOOP LOT 15 LIFT	11/30/2021	121.28	.00	
156	LOWER VALLEY ENERGY INC	92050-341 11-3	210 N CACHE ST HOME RANCH	11/30/2021	26.01	.00	
156	LOWER VALLEY ENERGY INC	92050-345 11-3	930 SIMON LN, JACKSON, WY	11/30/2021	119.27	.00	
156	LOWER VALLEY ENERGY INC	92050-356 11-3	55 KARNS MEADOW DR START	11/30/2021	951.34	.00	
156	LOWER VALLEY ENERGY INC	92050-357 11-3	55 KARNS MEADOW DR START	11/30/2021	6,183.99	.00	
156	LOWER VALLEY ENERGY INC	92050-359 11-3	MILLER PARK PARKING LOT CH	11/30/2021	69.95	.00	
156	LOWER VALLEY ENERGY INC	92050-361 11-3	625 W BROADWAY AVE NEW P	11/30/2021	21.36	.00	
156	LOWER VALLEY ENERGY INC	92050-363 11-3	455 VINE ST UTIL, JACKSON, W	11/30/2021	49.66	.00	
156	LOWER VALLEY ENERGY INC	92050-364 11-3	65 VIRGINIAN LN #5, JACKSON,	11/30/2021	50.26	.00	
156	LOWER VALLEY ENERGY INC	92050-365 11-3	65 VIRGINIAN LN #7, JACKSON,	11/30/2021	66.00	.00	
156	LOWER VALLEY ENERGY INC	92050-367 11-3	455 VINE ST APT #3, JACKSON,	11/30/2021	36.32	.00	
156	LOWER VALLEY ENERGY INC	92050-368 11-3	455 VINE ST APT #4, JACKSON,	11/30/2021	65.87	.00	
156	LOWER VALLEY ENERGY INC	92050-370 11-3	2022 WILDFLOWER CT, JACKS	11/30/2021	97.99	.00	
156	LOWER VALLEY ENERGY INC	92050-371 11-3	2022 WILDFLOWER CT, JACKS	11/30/2021	25.78	.00	
156	LOWER VALLEY ENERGY INC	92050-374 11-3	455 VINE ST APT #1, JACKSON,	11/30/2021	71.63	.00	
156	LOWER VALLEY ENERGY INC	92050-375 11-3	155 E PEARL AVE, JACKSON, W	11/30/2021	24.97	.00	
156	LOWER VALLEY ENERGY INC	92050-376 11-3	149 E PEARL AVE, JACKSON, W	11/30/2021	181.71	.00	
156	LOWER VALLEY ENERGY INC	92050-378 11-3	145 E PEARL AVE #A EAST, JAC	11/30/2021	67.38	.00	
156	LOWER VALLEY ENERGY INC	92050-381 11-3	915 SIMON LN, JACKSON, WY	11/30/2021	116.80	.00	
156	LOWER VALLEY ENERGY INC	92050-383 11-3	SNOW KING DR WATER TANK C	11/30/2021	18.31	.00	
156	LOWER VALLEY ENERGY INC	92050-385 11-3	85 N SPRING GULCH RD SPRIN	11/30/2021	164.81	.00	
156	LOWER VALLEY ENERGY INC	92050-388 11-3	121 SHERWOOD CT BLDG 2 BU	11/30/2021	23.06	.00	
156	LOWER VALLEY ENERGY INC	92050-389 11-3	1640 MARTIN LN LIFT STATION,	11/30/2021	28.46	.00	
156	LOWER VALLEY ENERGY INC	92050-390 11-3	400 W SNOW KING AVE HOUSI	11/30/2021	124.93	.00	
156	LOWER VALLEY ENERGY INC	92050-391 11-3	400 W SNOW KING AVE PARK M	11/30/2021	326.05	.00	
156	LOWER VALLEY ENERGY INC	92050-392 11-3	400 W SNOW KING AVE ADMIN,	11/30/2021	256.68	.00	
156	LOWER VALLEY ENERGY INC	92050-393 11-3	400 W SNOW KING AVE EMPLO	11/30/2021	603.12	.00	
156	LOWER VALLEY ENERGY INC	92050-395 11-3	145 E PEARL AVE #C LOFT, JAC	11/30/2021	48.50	.00	
156	LOWER VALLEY ENERGY INC	92050-396 11-3	145 E PEARL AVE HSE/CMN, JA	11/30/2021	76.03	.00	
156	LOWER VALLEY ENERGY INC	92050-397 11-3	145 E PEARL AVE #B WEST, JA	11/30/2021	57.73	.00	
Total 156:					34,782.49	.00	
677	MACY'S SERVICES	35056	PUMP TRUCK, CLEANED OUT T	10/31/2021	2,462.50	.00	
677	MACY'S SERVICES	35080	SEWER JET, CAMERA LINES @	10/31/2021	680.00	.00	
Total 677:					3,142.50	.00	
3373	MINOR, JEREMY	120121	REIMBURSTMENT FOR TRAVEL	12/01/2021	40.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3373:					40.80	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0083	MONTHLY RENT JANUARY	12/01/2021	35,000.00	.00	
Total 6770:					35,000.00	.00	
257	NAPA AUTO PARTS INC.	027181	CP SCREW, SCREW 25, FLT WA	10/28/2021	.81	.00	
257	NAPA AUTO PARTS INC.	028616	NAPA AIR FILTERS, OIL FILTERS	11/04/2021	127.92	.00	
257	NAPA AUTO PARTS INC.	028722	NAPA AIR FILTERS, OIL FILTERS	11/04/2021	48.70	.00	
257	NAPA AUTO PARTS INC.	028724	NAPA AIR FILTERS, OIL FILTERS	11/04/2021	444.63	.00	
257	NAPA AUTO PARTS INC.	029344	RV ANTIFREEZE	11/09/2021	38.94	.00	
257	NAPA AUTO PARTS INC.	029372	AGC-20 FUSE	01/10/1992	5.78	.00	
257	NAPA AUTO PARTS INC.	031893	HI TEMP HEAD 9006	11/22/2021	13.29	.00	
257	NAPA AUTO PARTS INC.	031986	ELECTRIC CNNECTOR	11/22/2021	12.86-	.00	
257	NAPA AUTO PARTS INC.	032026	NAPA OIL FILTER	11/22/2021	22.20	.00	
257	NAPA AUTO PARTS INC.	032174	INTR CLEANING WIP	11/23/2021	9.99	.00	
257	NAPA AUTO PARTS INC.	033201	NAPAGOLD OIL FILTER	11/30/2021	7.40	.00	
257	NAPA AUTO PARTS INC.	033528	NITRILE DISPOS GL	12/01/2021	61.98	.00	
257	NAPA AUTO PARTS INC.	033889	35 TON SERVICE JACK	12/03/2021	330.00	.00	
257	NAPA AUTO PARTS INC.	034457	NAPA AIR FILTER, OIL FILTER	12/06/2021	55.50	.00	
257	NAPA AUTO PARTS INC.	034472	NAPAGOLD OIL FILTER, NAPAG	12/06/2021	33.30	.00	
257	NAPA AUTO PARTS INC.	034479	NAPA AIR FILTERS, OIL FILTERS	12/06/2021	496.03	.00	
Total 257:					1,683.61	.00	
187	NELSON ENGINEERING	56986	PROJ: 14-175-03 021- WEST BR	10/29/2021	2,321.00	.00	
187	NELSON ENGINEERING	57146	PROJ: 21-411-01 102 VINE STRE	11/29/2021	3,444.50	.00	
187	NELSON ENGINEERING	57189	PROJ: 19-330-03 020 ZONE 3, W	11/30/2021	1,844.65	.00	
187	NELSON ENGINEERING	57190	PROJ: 21-060-01 115 JACKSON	11/30/2021	891.00	.00	
187	NELSON ENGINEERING	57199	PROJ: 21-411-02 097 VINE STRE	11/30/2021	867.05	.00	
187	NELSON ENGINEERING	57230	PROJ: 14-175-03 021- WEST BR	11/30/2021	514.50	.00	
187	NELSON ENGINEERING	57300	PROJ: 21-411-03 020 VINE STRE	11/30/2021	5,720.00	.00	
Total 187:					15,602.70	.00	
4978	NETSUPPORT INCORPORATED	1081	ANNUAL MAINTENEANCE REN	11/23/2021	2,379.58	.00	
Total 4978:					2,379.58	.00	
6213	New West Building Company Inc.	120921	RETURN BOND B21-0756 705 R	12/09/2021	9,000.00	9,000.00	12/09/2021
Total 6213:					9,000.00	9,000.00	
583	NEWMAN SIGNS, INC	TRFIN033246	POST STD PUNCH SPECIAL TR	08/24/2021	778.48	.00	
583	NEWMAN SIGNS, INC	TRFINV033817	POST STD PUNCH SPECIAL TR	09/14/2021	107.73	.00	
Total 583:					886.21	.00	
6857	OCCUPATIONAL HEALTH CENT	1155135136	PRE=EMPLOYMENT- H.SJOBER	11/22/2021	51.00	.00	
Total 6857:					51.00	.00	
5870	ONE 22, INC.	120321	quarterly payments	12/03/2021	51,250.00	.00	
Total 5870:					51,250.00	.00	
1504	ONE CALL OF WYOMING	61321	TICKERS FOR OCTOBER 2021-	11/08/2021	181.13	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1504	ONE CALL OF WYOMING	61321	TICKERS FOR OCTOBER 2021-	11/08/2021	181.12	.00	
1504	ONE CALL OF WYOMING	61593	TICKETS FOR NOVEMBER 2021	12/07/2021	273.00	.00	
1504	ONE CALL OF WYOMING	61593	TICKETS FOR NOVEMBER 2021	12/07/2021	273.00	.00	
Total 1504:					908.25	.00	
226	O'RYAN CLEANERS	1000805-12-01	DRY CLEANING	11/30/2021	58.60	.00	
Total 226:					58.60	.00	
5707	PERFORM PRINTING INC	PBLL 1200	BOOK OF PARKING TICKETS	10/18/2021	835.75	.00	
Total 5707:					835.75	.00	
6940	PIONEER HOMESTEAD APTS 3	120821	REFUNDOVER PAYMENT FOR	12/08/2021	1,746.91	.00	
Total 6940:					1,746.91	.00	
4894	PLATT	2D80472	THIN-10-WHI-STR, BLACK	10/20/2021	187.06	.00	
Total 4894:					187.06	.00	
3427	POLLARDWATER.COM	0203515	MNST FIX GATE VLV	11/17/2021	213.04	.00	
Total 3427:					213.04	.00	
6483	PREMIER TRUCK- SALT LAKE C	775335881	ACCUMULATOR, FRT	11/19/2021	681.48	.00	
6483	PREMIER TRUCK- SALT LAKE C	775343934	PRESSURE VALVE	11/22/2021	285.27	.00	
Total 6483:					966.75	.00	
6594	PROTERRA	1034209	SIDE MARKER LIGHT YELLOW	12/03/2021	347.67	.00	
Total 6594:					347.67	.00	
3761	RAE, JOSHUA	000136	PROJ: BROADWAY & CACHE- R	10/13/2021	1,500.00	.00	
Total 3761:					1,500.00	.00	
6942	REYNOLDS, ANDREA	120221	REIMBURSE FOR PHYSICAL PR	12/02/2021	169.15	.00	
Total 6942:					169.15	.00	
6855	RHINEHART OIL CO, LLC	IN-451315-21	DRUM DEPOSIT	10/04/2021	260.42	.00	
6855	RHINEHART OIL CO, LLC	IN-508639-21	GAS 87 MID, FUEL 1 DYED	11/12/2021	35,636.39	.00	
6855	RHINEHART OIL CO, LLC	IN-533898-21	RIDGELINE DEF	12/01/2021	440.00	.00	
6855	RHINEHART OIL CO, LLC	IN-537024-21	GAS 87 MID, FUEL 2 DYED	12/02/2021	30,922.62	.00	
Total 6855:					67,259.43	.00	
4723	RON'S TOWING	21-17794	WINCH OUT- ELECTRIC START	12/08/2021	2,958.80	.00	
Total 4723:					2,958.80	.00	
5280	ROUTEMATCH SOFTWARE, INC	5971	TECHNICAL SUPPORT	08/13/2021	11,625.00	.00	
Total 5280:					11,625.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6937	SCHENK, BENJAMIN	120921	BAIL BOND 21-07-0427	12/09/2021	1,240.00	1,240.00	12/09/2021
Total 6937:					1,240.00	1,240.00	
6923	SCRIBNER, LEVI	121321	MOVING REIMBURSEMENT	12/13/2021	418.00	.00	
Total 6923:					418.00	.00	
6721	SENECA COMPANIES, INC	1902210 RI	GIL RED MIFARE TAG BOX OF 1	11/16/2021	238.29	.00	
Total 6721:					238.29	.00	
201	SENIOR CENTER OF JACKSON	121421	2ND QUARTER PAYMENT	12/14/2021	29,126.25	.00	
Total 201:					29,126.25	.00	
6365	SIGN IT NOW INC	5807	FROSTED GLASS OFFICE DOO	12/03/2021	704.11	.00	
Total 6365:					704.11	.00	
4548	SILVER CREEK SUPPLY	0005503831-0	INPTIIF TEE, SWING ELL BARB	12/02/2021	2.76	.00	
Total 4548:					2.76	.00	
4720	SILVERSTAR	54639 120121	MONTHLY SERVICES	12/01/2021	2,490.40	.00	
4720	SILVERSTAR	654791 12 01 2	INTERNET SERVICES	12/01/2021	869.73	.00	
Total 4720:					3,360.13	.00	
236	SMITH POWER PRODUCTS,INC	3157370	CREDIT CORE CHARGE	11/08/2021	121.90-	.00	
236	SMITH POWER PRODUCTS,INC	513172	IN SERVICE- ON HIGHWAY VEH	11/30/2021	1,438.35	.00	
Total 236:					1,316.45	.00	
5632	SNAKE RIVER MEP COMPLETE,	5085	SI-FERRIN LABOR	11/08/2021	22,915.00	.00	
Total 5632:					22,915.00	.00	
4699	SNAKE RIVER ROASTING	75263	COFFEE- MAIN PW OFFICE	11/10/2021	146.85	.00	
4699	SNAKE RIVER ROASTING	75514	COFFEE	11/29/2021	108.90	.00	
Total 4699:					255.75	.00	
5633	SNAKE RIVER SUPPLY, LLC	SI-FERRIN MA	MATERIALS- SI-FERRIN	11/08/2021	15,641.75	.00	
Total 5633:					15,641.75	.00	
4850	SPRADLEY BARR MOTORS, IN	120821	return bid bond 21-06	12/08/2021	6,427.60	6,427.60	12/09/2021
4850	SPRADLEY BARR MOTORS, IN	120821	Return bid bond 21-07	12/08/2021	1,883.05	1,883.05	12/09/2021
Total 4850:					8,310.65	8,310.65	
1505	SPRING CREEK ANIMAL HOSPI	62017628	SPAY AND NEUTER	12/09/2021	146.50	.00	
1505	SPRING CREEK ANIMAL HOSPI	625016748	ANIMAL CARE	11/19/2021	81.12	.00	
1505	SPRING CREEK ANIMAL HOSPI	625017267	rcvd high fiber	12/01/2021	119.98	.00	
1505	SPRING CREEK ANIMAL HOSPI	625017278	MEDS	12/01/2021	26.48	.00	
1505	SPRING CREEK ANIMAL HOSPI	625017348	ANIMAL CARE	12/04/2021	44.55	.00	
1505	SPRING CREEK ANIMAL HOSPI	625017629	PD METABOLIC FEL	12/09/2021	38.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1505	SPRING CREEK ANIMAL HOSPI	625017630	SPAY AND NEUTER	12/09/2021	91.38	.00	
1505	SPRING CREEK ANIMAL HOSPI	625017850	ANIMAL CARE	12/14/2021	23.82	.00	
Total 1505:					572.82	.00	
4933	SYMBOLARTS, LLC	0415652-IN	BADGE	11/29/2021	647.75	.00	
Total 4933:					647.75	.00	
581	TETON COUNTY INTEGRATED	542627	CONST/DEMO- SHEET ROCK W	11/16/2021	58.00	.00	
Total 581:					58.00	.00	
6813	TETON COUNTY PLANNING & B	193	NEIGHBORHOOD PLAN NORTH	12/01/2021	16,818.88	.00	
Total 6813:					16,818.88	.00	
55	TETON COUNTY SHERIFF'S-JAI	606	NOVEMBER INMATES	12/07/2021	720.00	.00	
Total 55:					720.00	.00	
996	TETON COUNTY SPECIAL FIRE	120121	NOVEMBER SPECIAL FIRE FUN	12/01/2021	15,397.20	.00	
996	TETON COUNTY SPECIAL FIRE	121321	NOVEMBER SPEICAL FIRE FUN	12/13/2021	27,104.07	.00	
Total 996:					42,501.27	.00	
614	TETON COUNTY TREASURER	OJ-000287 202	410 SCOTT JANE	09/13/2021	5,000.48	.00	
614	TETON COUNTY TREASURER	OJ-000327 202	145 WEST HANSEN AVENUE	09/13/2021	1,454.62	.00	
614	TETON COUNTY TREASURER	OJ-000327 202	145 WEST HANSEN AVENUE	09/13/2021	1,454.61	.00	
614	TETON COUNTY TREASURER	OJ-000327 202	145 WEST HANSEN AVENUE	09/13/2021	1,454.62	.00	
614	TETON COUNTY TREASURER	OJ-000327 202	145 WEST HANSEN AVENUE	09/13/2021	1,454.62	.00	
614	TETON COUNTY TREASURER	OJ-000665 202	940 SIMON LANE	09/13/2021	4,438.27	.00	
614	TETON COUNTY TREASURER	OJ-000955 202	955 MAPLE WAY	09/13/2021	2,193.40	.00	
614	TETON COUNTY TREASURER	OJ-001154 202	455 VINE STREET	09/13/2021	1,336.48	.00	
614	TETON COUNTY TREASURER	OJ-001154 202	455 VINE STREET	09/13/2021	1,336.50	.00	
614	TETON COUNTY TREASURER	OJ-001154 202	455 VINE STREET	09/13/2021	1,336.48	.00	
614	TETON COUNTY TREASURER	OJ-001154 202	455 VINE STREET	09/13/2021	1,336.48	.00	
614	TETON COUNTY TREASURER	OJ-001257 202	915 SIMON LANE	09/13/2021	4,720.94	.00	
614	TETON COUNTY TREASURER	OJ-001262 202	3500 SOUTH PARK DRIVE	09/13/2021	14,719.46	.00	
614	TETON COUNTY TREASURER	OJ-001631 202	930 SIMON LANE	09/12/2021	4,227.73	.00	
614	TETON COUNTY TREASURER	OJ-005483	675 EAST HANSEN	09/13/2021	8,652.66	.00	
614	TETON COUNTY TREASURER	OJ-005484 202	685 EAST HANSEN AVENUE	09/13/2021	7,648.41	.00	
614	TETON COUNTY TREASURER	OJ006074 202	155 EAST PEARL	09/13/2021	25,132.60	.00	
614	TETON COUNTY TREASURER	OJ006074 202	155 EAST PEARL	09/13/2021	653.13	.00	
614	TETON COUNTY TREASURER	OJ-007164 202	65 VIRGINIAN LANE	09/13/2021	2,258.76	.00	
614	TETON COUNTY TREASURER	OJ-007166 202	65 VIRGINIAN LANE	09/13/2021	2,257.22	.00	
614	TETON COUNTY TREASURER	OJ-008595 202	440 WEST KELLY AVENUE	09/13/2021	3,759.36	.00	
614	TETON COUNTY TREASURER	OJ-008596 202	430 WEST KELLY AVENUE	09/13/2021	6,657.48	.00	
Total 614:					103,484.31	.00	
1614	TETON COUNTY-FUND 10	120121	NOVEMBER CONTRIBUTIONS	12/01/2021	30,620.33	.00	
1614	TETON COUNTY-FUND 10	120221	PARK AND REC MONTH CONTR	12/02/2021	136,115.08	.00	
1614	TETON COUNTY-FUND 10	121321	Pathways november 2021	12/13/2021	7,714.29	.00	
1614	TETON COUNTY-FUND 10	121321	DISPATCH NOVEMBER 2021	12/13/2021	35,521.19	.00	
1614	TETON COUNTY-FUND 10	121521	KIRSTI MALONE AND RYAN HO	12/15/2021	9,188.20	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1614:					219,159.09	.00	
3027	TETON COUNTY-FUND 13	120121	MONTHLY CONTRIBUTION	12/01/2021	154,389.72	.00	
3027	TETON COUNTY-FUND 13	121421	FUND 13 NOVEMBER	12/14/2021	981.86	.00	
Total 3027:					155,371.58	.00	
166	TETON COUNTY-FUND 19	120121	PARK AND REC FUND 19 NOVE	12/01/2021	12,165.30	.00	
Total 166:					12,165.30	.00	
392	TETON LITERACY CENTER	093021	1ST QUARTER FUNDING	12/13/2021	5,500.00	.00	
Total 392:					5,500.00	.00	
268	TETON MOTORS INC	120821	return bid bond Bid21-02	12/08/2021	2,338.90	2,338.90	12/09/2021
268	TETON MOTORS INC	5095794	FILTER	09/16/2020	29.95	.00	
268	TETON MOTORS INC	5097087	MOTOR	01/14/2021	36.38	.00	
268	TETON MOTORS INC	5097936	SWITCH	04/07/2021	186.48	.00	
268	TETON MOTORS INC	5100148	HOSE	10/20/2021	7.95	.00	
268	TETON MOTORS INC	5100568	CAP	11/24/2021	20.37	.00	
268	TETON MOTORS INC	5100656	LAMP	12/06/2021	137.73	.00	
268	TETON MOTORS INC	6151538	4 WHEEL ALIGNMENT, ALIGN F	02/23/2021	129.95	.00	
Total 268:					2,887.71	2,338.90	
270	TETON RENTAL CENTER	104438	BUBBA ROPE GATOR	12/11/2021	179.99	.00	
Total 270:					179.99	.00	
3162	TETON TRASH REMOVAL, INC.	21 DEC 921	TRASH REMOVAL 145 HANSEN	12/01/2021	48.00	.00	
Total 3162:					48.00	.00	
3030	TETON VIEW LANDSCAPE CON	14458	PROJ: 155 E PEARL AVE- LABO	10/25/2021	13,913.80	.00	
3030	TETON VIEW LANDSCAPE CON	14617	PROJ: SI-FERRIN- BLOW OUT I	11/30/2021	300.00	.00	
Total 3030:					14,213.80	.00	
6941	THE CONNOR E FIELD TRUST	121521	LEASE	12/15/2021	3,987.10	3,987.10	12/15/2021
Total 6941:					3,987.10	3,987.10	
6810	THE TIRE RACK, INC.	GN67336	245/55R18 CP DISC TRUE NOR	11/08/2021	1,176.24	.00	
6810	THE TIRE RACK, INC.	GS10735	265/70R17 BS BLIZ DMV2	11/16/2021	1,500.16	.00	
6810	THE TIRE RACK, INC.	GS21686	LT265/70R17 CP DISCO AT3 LT	11/16/2021	445.12	.00	
Total 6810:					3,121.52	.00	
284	THOMPSON PALMER & ASSOCI	77660	audit	11/30/2021	25,000.00	.00	
Total 284:					25,000.00	.00	
3955	THOMSON WEST	845423787	ONLINE SOTware support	12/01/2021	455.91	.00	
3955	THOMSON WEST	845423787	ONLINE SOTware support	12/01/2021	455.91	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3955:					911.82	.00	
4046	TIMBERLINE CONCRETE	112421	PROJ: FLAT CREEK/SNOWKING	11/24/2021	366.00	.00	
Total 4046:					366.00	.00	
6363	TMSC LLC	2021-005S-03	HRS PROCURE MATERIALS ST	10/12/2021	1,768.40	.00	
6363	TMSC LLC	2021-006-SF-0	SI FERRIN REMODEL	12/13/2021	13,179.59	.00	
Total 6363:					14,947.99	.00	
3881	VALLEY OFFICE SYSTEMS	AR993133	NEW COPIERS	08/31/2021	45,000.00	.00	
Total 3881:					45,000.00	.00	
3070	VALLEY WEST ENGINEERING,	1607	PROJ: RANCHER STREET- BILL	12/03/2021	7,377.25	.00	
3070	VALLEY WEST ENGINEERING,	1607	PROJ: RANCHER STREET- BILL	12/03/2021	21,836.66	.00	
3070	VALLEY WEST ENGINEERING,	1607	PROJ: RANCHER STREET- BILL	12/03/2021	17,213.59	.00	
Total 3070:					46,427.50	.00	
4848	WAMCO LAB, INC.	14485	EFFLUENT ACUTE TOXICITY TE	11/19/2021	350.00	.00	
Total 4848:					350.00	.00	
244	WATTS STEAM STORE ROCKY	77489	SERVICE CALL @ WWTP- MATE	08/30/2021	1,061.27	.00	
244	WATTS STEAM STORE ROCKY	77665	ANNUAL SERVICE- SERVICE O	09/29/2021	615.50	.00	
244	WATTS STEAM STORE ROCKY	78101	SWITCH ROCKER 20A/230V. FR	12/06/2021	56.00	.00	
Total 244:					1,732.77	.00	
563	WESTBANK SANITATION	3848437	940 Simon Lane	12/01/2021	104.87	.00	
Total 563:					104.87	.00	
6788	WESTERN CHARTERS AND TO	68956	CHARGER SERVICE	12/01/2021	5,400.00	.00	
Total 6788:					5,400.00	.00	
1640	WESTERN STATE	IN001827782	CAMERA GP	11/03/2021	627.33	.00	
1640	WESTERN STATE	IN001840608	SWITCH AS	11/16/2021	71.47	.00	
1640	WESTERN STATE	IN001846569	CAP SCREW, LOCK NUT, FILM	11/22/2021	263.33	.00	
1640	WESTERN STATE	IN001846593	CAP AS	11/22/2021	181.36	.00	
Total 1640:					1,143.49	.00	
472	WHITE GLOVE CLEANING, INC.	257Z	JANITORIAL SUPPLIES @ DELO	11/30/2021	100.50	.00	
472	WHITE GLOVE CLEANING, INC.	258Z	MAINTENANCE SUPPLIES @ T	11/30/2021	279.22	.00	
472	WHITE GLOVE CLEANING, INC.	259Z	JANITORIAL SUPPLIES @ PUBL	11/30/2021	172.00	.00	
472	WHITE GLOVE CLEANING, INC.	260Z	JANITORIAL SUPPLIES @ HOM	11/30/2021	211.77	.00	
472	WHITE GLOVE CLEANING, INC.	261Z	JANITORIAL SUPPLIES @ MILL	11/30/2021	33.50	.00	
472	WHITE GLOVE CLEANING, INC.	262Z	BUS BARN CLEANING	11/30/2021	264.78	.00	
472	WHITE GLOVE CLEANING, INC.	7366	COVID FOGGING @ PUBLIC W	06/30/2021	.00	.00	
472	WHITE GLOVE CLEANING, INC.	7649	COVID FOGGING @ RESTROO	11/29/2021	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	7649	COVID FOGGING @ PUBLIC W	11/29/2021	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	7649	COVID FOGGING @ TOWN HAL	11/29/2021	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	7649	COVID FOGGING @ START BUS	11/29/2021	400.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
472	WHITE GLOVE CLEANING, INC.	7679	JANITORIAL CLEANING @ TOW	11/30/2021	2,130.00	.00	
472	WHITE GLOVE CLEANING, INC.	7682	JANITORIAL CLEANING @ PUB	11/30/2021	1,380.33	.00	
472	WHITE GLOVE CLEANING, INC.	7683	JANITORIAL CLEANING @ PAR	11/30/2021	204.00	.00	
472	WHITE GLOVE CLEANING, INC.	7685	JANITORIAL CLEANING @ BUN	11/30/2021	100.00	.00	
472	WHITE GLOVE CLEANING, INC.	7702	WINDOW CLEANING AND SHEL	11/30/2021	2,392.49	.00	
472	WHITE GLOVE CLEANING, INC.	778B	JANITORIAL MOVE OUT CLEANI	11/24/2021	291.00	.00	
472	WHITE GLOVE CLEANING, INC.	784B	JANITORIAL HOUSE CLEANING	11/29/2021	106.70	.00	
472	WHITE GLOVE CLEANING, INC.	785B	CONSTRUCTION CLEANING	11/29/2021	375.00	.00	
Total 472:					9,641.29	.00	
5489	WRENCH IT PLUMBING & HEATI	8827	PROJ: SNOW KING EVENTS CE	11/12/2021	5,070.74	.00	
Total 5489:					5,070.74	.00	
3619	WY CHILD SUPPORT ENFORCE	120221	case #209790	12/02/2021	146.76	146.76	12/02/2021
Total 3619:					146.76	146.76	
4139	WY WORKERS' SAFETY & COM	120621	DECEMBER PREMIUM	12/06/2021	10,916.21	10,916.21	12/07/2021
Total 4139:					10,916.21	10,916.21	
406	WYOMING LAW ENFORCEMEN	120121	OFFICER EDUCATION TRAININ	12/01/2021	60.00	.00	
Total 406:					60.00	.00	
329	WYOMING RETIREMENT SYST	217501	NOVEMBER CONTRIBUTIONS	12/06/2021	33,450.45	33,450.45	12/07/2021
329	WYOMING RETIREMENT SYST	217502	NOVEMBER CONTRIBUTION	12/06/2021	29,442.98	29,442.98	12/07/2021
329	WYOMING RETIREMENT SYST	217503	NOVEMBER CONTRIBUTION	12/06/2021	56,108.57	56,108.57	12/07/2021
Total 329:					119,002.00	119,002.00	
1208	WYOMING SECRETARY OF STA	120821	RENEW NOTARY PLUBLIC - BI	12/08/2021	105.00	.00	
Total 1208:					105.00	.00	
6717	WY-TEST	38704	SMITH	11/01/2021	80.00	.00	
6717	WY-TEST	38709	ROBERT ROGERS	10/29/2021	80.00	.00	
6717	WY-TEST	38757	NYLAND	11/10/2021	80.00	.00	
6717	WY-TEST	38777	WILL	11/12/2021	80.00	.00	
6717	WY-TEST	38780	MAITLAND	11/15/2021	80.00	.00	
6717	WY-TEST	38781	WOODS	11/12/2021	80.00	.00	
6717	WY-TEST	38861	PARENTEAU	11/29/2021	80.00	.00	
Total 6717:					560.00	.00	
5539	Y2 CONSULTANTS, LLC	18273	PROJ: 21014- CVL-CSD02-MAC	10/29/2021	1,992.00	.00	
Total 5539:					1,992.00	.00	
2842	YELLOW IRON EXCAVATION, LL	64396	trash removal - 915 Simon Lane	11/30/2021	35.00	.00	
2842	YELLOW IRON EXCAVATION, LL	64529	trash removal 455 VINE	11/30/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	64529	trash removal 455 VINE	11/30/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	64529	trash removal 455 VINE	11/30/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	64529	trash removal 455 VINE	11/30/2021	17.50	.00	
2842	YELLOW IRON EXCAVATION, LL	64694	trash removal @ 155 E PEARL	11/30/2021	150.00	.00	
2842	YELLOW IRON EXCAVATION, LL	64696	SNOW KING TRASH	11/30/2021	720.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2842:					975.00	.00	
Grand Totals:					1,460,292.26	190,697.53	

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 NOVEMBER, 2021**

During the month of November, the court received \$17,983 in fines, costs, and fees.
187 new cases were docketed: 121 parking citations, 66 summons
30 cases were dismissed: 12 parking violations

The abbreviations used below are: BF= Bond Forfeiture (includes \$10.00 court cost and fees), GP=Guilty Plea and Fine, NC= No Contest,
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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>
Angelidis, Konstantinos Angelos	01344M	Driving/Control of vehicle while intox	DA - In accordance with WS 7-13-301	760
Anorve, Israel Andres	186002775AC	No Driver's license	BF	410
Brooks, Kerri S	186002419AC	MPH over limit Bond	BF	281
Burba, Kristan Lee	186003056AC	Speed Limits Generally 48/30	BF	216
Carson, Christa Eleanor	186003022AC	Failure to Obey Traffic Control Device	BF	140
Chang, Edward Chihua	186002841AC	MPH over limit Bond	BF	181
Charles, Aaron	186002949AC	Improper Passing	BF	90
Dahlager, Mary Alice	186003147AC	Speed Limits Generally 52/30	BF	274
Dawson, Suzanna	186002898AC	No display of current registration	D-Per Town's motion	0
Dawson, Suzanna	186002897AC	Following too Close	BF	90
Dayley, Sydnee Ashton	186001879AC	Driving under suspension	D-Per Town's motion	0
Dayley, Sydnee Ashton	186001880AC	No display of current registration	D-Per Town's motion	0
Defendis, Skyler James	186002937AC	Speed Limits Generally 41/30	BF	167
Detrick, Emma Lee	186003066AC	Following too Close	BF	90
Drumheller, Steven C	01673M	Public intoxication	D-Per Town's motion	0
Flores Vasquez, Alexis	00927M	No Driver's license	BF	430
Garcia-garcia, Juan C	186003089AC	Failure to maintain liability coverage	D-Provided valid information	0
Garcia-garcia, Juan C	186003088AC	No display of current registration	BF	75
Garcia-garcia, Juan C	186003090AC	No Driver's license	BF	410
Garcia-garcia, Salvador	186002962AC	Failure to stop at a red light	BF	140
Groten, Casey Valentine	186002871AC	Public intoxication	BF	135
Hall, Charlene Jeanette	186002610AC	Stop Sign Violation	BF	140
Hernandez Garcia, Francisco Jav	186002961AC	Public intoxication	BF	135
Hodges, Allen Dale	186002609AC	Following too Close	BF	90
Holland, Catherine Condie	186002896AC	Speed Limits Generally 30/15	D-Per Town's motion	0
Johnson, Ann	01671M	Dog bite causing wound	D-Per Town's motion	0
Kraft, Richard Kent	01768M	No display of current registration	BF	150
Lantier, Gregory Hayes	186003068AC	Speed Limits Generally 47/30	BF	209
Little, Hugh Shepard	186002818AC	Speed Limits Generally 46/30	D-TS	0
Lopez Acosta, Marisol	186002879AC	Failure to stop at a red light	BF	150
Martinez, Adrian Emilio	98061N	Urinating in Public	D-Per Town's motion	0
Mccarron, Michelle Bridget	11323J	Driving/Control of vehicle while intox	DA - In accordance with WS 7-13-301	760
Mccutchan, Melissa Jean	186003121AC	No display of current registration	BF	70
Mcgee, Samuel C	186002916AC	No display of current registration	D-Per Town's motion	0
Merlene, Nicholas	186000445AC	Driving/Control of vehicle while intox	DA - In accordance with WS 7-13-301	760
Metzger, Michelle H	186002770AC	Speeding 27/15	BF	120
Morillon Lopez, Irich Emmanuel	00679M	No Driver's license	BF	430
Munguia, Jose Luis	186002918AC	No Driver's license	BF	420
Parker, Katherine Ansley	186002825AC	Marijuana: use and/or possession	D-Per Town's motion	0
Parker, Katherine Ansley	186002824AC	Open Container	D-Per Town's motion	0
Partridge, Drew Jeffrey	186002819AC	Speed Limits Generally 44/30	D-TS	0
Paulson, Kimberly Ann	186002889AC	Speed Limits Generally 31/25	BF	275
Pickerill, James Lynn	186002950AC	Failure to yield ROW	BF	90
Ramirez Sosa, Norma	186002416AC	No Driver's license	BF	410
Rieser, Timothy John	186002787AC	No display of current registration	BF	75
Robles Martinez, Abraham	00988M	No Driver's license	D-Per Town's motion	0
Roessner, Christopher J	186003000AC	Speed Limits Generally 44/30	BF	188
Silva Mauricio, Hilario	186002744AC	Public intoxication	D-Per Town's motion	0
Skinner, Timothy Guy	186002933AC	Required position & method of turning at intersections	BF	90

Stewart, Sally	01670M	Public intoxication	BF	45
Urias Vega, Raul Eligio	186002736AC	Use of cell phone while driving prohibited	BF	75
Valle Quintero, Carlos	186002892AC	No Driver's license	D-Per Town's motion	0
Valle Quintero, Carlos	186002893AC	Failure to maintain liability coverage	BF	285
Vaughn, Robert Scott	186003003AC	Speed Limits Generally 45/30	BF	195
Vitek, Lauren E	98833N	No display of current registration	BF	120
Vitek, Lauren E	98832N	Speed Limits Generally 27/15	BF	70
Vonstrasser, Katharine L	186002895AC	Speed Limits Generally 37/20	BF	335
White Face, Lori Dawn	186002634AC	Public intoxication	D-Per Town's motion	0
Williams, David B	98229N	Driving/Control of vehicle while intox	DA - In accordance with WS 7-13-301	760
Wuerdeman, Kirsten Shea	186002953AC	Failure to yield ROW approaching intersections	BF	90
Wuerdeman, Kirsten Shea	186003076AC	Failure to maintain liability coverage	BF	560
Young, Joshua Aaron	186002882AC	Public intoxication	BF	135

**TOWN OF JACKSON
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Anorve, Israel Andres	186002775AC	No Driver's license	BF	410
Brooks, Kerri S	186002419AC	MPH over limit Bond	BF	281
Burba, Kristan Lee	186003056AC	Speed Limits Generally 48/30	BF	216
Carson, Christa Eleanor	186003022AC	Failure to Obey Traffic Control Device	BF	140
Chang, Edward Chihua	186002841AC	MPH over limit Bond	BF	181
Charles, Aaron	186002949AC	Improper Passing	BF	90
Dahlager, Mary Alice	186003147AC	Speed Limits Generally 52/30	BF	274
Dawson, Suzanna	186002898AC	No display of current registration	D-Per Town's motion	0
Dawson, Suzanna	186002897AC	Following too Close	BF	90
Dayley, Sydnee Ashton	186001879AC	Driving under suspension	D-Per Town's motion	0
Dayley, Sydnee Ashton	186001880AC	No display of current registration	D-Per Town's motion	0
Defendis, Skyler James	186002937AC	Speed Limits Generally 41/30	BF	167
Detrick, Emma Lee	186003066AC	Following too Close	BF	90
Drumheller, Steven C	01673M	Public intoxication	D-Per Town's motion	0
Flores Vasquez, Alexis	00927M	No Driver's license	BF	430
Garcia-garcia, Juan C	186003089AC	Failure to maintain liability coverage	D-Provided valid information	0
Garcia-garcia, Juan C	186003088AC	No display of current registration	BF	75
Garcia-garcia, Juan C	186003090AC	No Driver's license	BF	410
Garcia-garcia, Salvador	186002962AC	Failure to stop at a red light	BF	140
Groten, Casey Valentine	186002871AC	Public intoxication	BF	135
Hall, Charlene Jeanette	186002610AC	Stop Sign Violation	BF	140
Hernandez Garcia, Francisco Jav	186002961AC	Public intoxication	BF	135
Hodges, Allen Dale	186002609AC	Following too Close	BF	90
Holland, Catherine Condie	186002896AC	Speed Limits Generally 30/15	D-Per Town's motion	0
Johnson, Ann	01671M	Dog bite causing wound	D-Per Town's motion	0
Kraft, Richard Kent	01768M	No display of current registration	BF	150
Lantier, Gregory Hayes	186003068AC	Speed Limits Generally 47/30	BF	209
Little, Hugh Shepard	186002818AC	Speed Limits Generally 46/30	D-TS	0
Lopez Acosta, Marisol	186002879AC	Failure to stop at a red light	BF	150
Martinez, Adrian Emilio	98061N	Urinating in Public	D-Per Town's motion	0
Mccarron, Michelle Bridget	11323J	Driving/Control of vehicle while intox	DA - In accordance with WS 7-13-301	760
Mccutchan, Melissa Jean	186003121AC	No display of current registration	BF	70
Mcgee, Samuel C	186002916AC	No display of current registration	D-Per Town's motion	0
Merlene, Nicholas	186000445AC	Driving/Control of vehicle while intox	DA - In accordance with WS 7-13-301	760
Metzger, Michelle H	186002770AC	Speeding 27/15	BF	120
Morillon Lopez, Irich Emmanuel	00679M	No Driver's license	BF	430
Munguia, Jose Luis	186002918AC	No Driver's license	BF	420
Parker, Katherine Ansley	186002825AC	Marijuana: use and/or possession	D-Per Town's motion	0
Parker, Katherine Ansley	186002824AC	Open Container	D-Per Town's motion	0
Partridge, Drew Jeffrey	186002819AC	Speed Limits Generally 44/30	D-TS	0
Paulson, Kimberly Ann	186002889AC	Speed Limits Generally 31/25	BF	275
Pickerill, James Lynn	186002950AC	Failure to yield ROW	BF	90
Ramirez Sosa, Norma	186002416AC	No Driver's license	BF	410
Rieser, Timothy John	186002787AC	No display of current registration	BF	75
Robles Martinez, Abraham	00988M	No Driver's license	D-Per Town's motion	0
Roessner, Christopher J	186003000AC	Speed Limits Generally 44/30	BF	188
Silva Mauricio, Hilario	186002744AC	Public intoxication	D-Per Town's motion	0
Skinner, Timothy Guy	186002933AC	Required position & method of turning at intersections	BF	90

Stewart, Sally	01670M	Public intoxication	BF	45
Urias Vega, Raul Eligio	186002736AC	Use of cell phone while driving prohibited	BF	75
Valle Quintero, Carlos	186002892AC	No Driver's license	D-Per Town's motion	0
Valle Quintero, Carlos	186002893AC	Failure to maintain liability coverage	BF	285
Vaughn, Robert Scott	186003003AC	Speed Limits Generally 45/30	BF	195
Vitek, Lauren E	98833N	No display of current registration	BF	120
Vitek, Lauren E	98832N	Speed Limits Generally 27/15	BF	70
Vonstrasser, Katharine L	186002895AC	Speed Limits Generally 37/20	BF	335
White Face, Lori Dawn	186002634AC	Public intoxication	D-Per Town's motion	0
Williams, David B	98229N	Driving/Control of vehicle while intox	DA - In accordance with WS 7-13-301	760
Wuerdeman, Kirsten Shea	186002953AC	Failure to yield ROW approaching intersections	BF	90
Wuerdeman, Kirsten Shea	186003076AC	Failure to maintain liability coverage	BF	560
Young, Joshua Aaron	186002882AC	Public intoxication	BF	135

STAFF REPORT



Meeting Date:	December 20, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-285 TEMPORARY SIGN PERMIT AWANA Kids Club – First Baptist Church	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 First Baptist Church has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs for their AWANA Kids Club (see attached for 10' x 4' vinyl).

- 90 W. Kelly Ave, First Baptist Church during:
 - January 2 – January 5, 2022
 - March 6 – March 9, 2022
 - September 18 – September 21, 2022

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 signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following locations:
 - 90 W. Kelly Ave, First Baptist Church during:
 - January 2 – January 5, 2022
 - March 6 – March 9, 2022
 - September 18 – September 21, 2022

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** temporary banner application (P21-285) for The First Baptist Church AWANA Kids Club, including the three conditions of approval recommended by the Planning Director in this staff report dated December 20, 2021.

The sign will be hung between the gap in our fence on the corner of Cade & Kelly.





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: AWANA kids club Physical Address of Event: 90 West Kelly Ave, Jackson
Description of Event: Advertising our weekly kids program kickoffs
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 1167, Jackson Phone: 307-733-3706
E-mail: assistant@firstbjackson.org ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>First Baptist Church</u>	Business/Description: <u>First Baptist Church</u>
Physical Address: <u>90 West Kelly Ave, Jackson</u>	Physical Address: <u>90 West Kelly Ave, Jackson</u>
Dates of Display: <u>January 2-5</u>	Dates of Display: <u>March 6-9, 2022</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: <u>First Baptist Church</u>	Business/Description: _____
Physical Address: <u>90 West Kelly Ave, Jackson</u>	Physical Address: _____
Dates of Display: <u>September 18-21, 2022</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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


Signature of Authorized Event Applicant

Nicholas Staron

Applicant Name Printed

11/3/21

Date
Communications Director

Title

STAFF REPORT



Meeting Date:	December 20, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-286 TEMPORARY SIGN PERMIT The Laff Staff Improv Comedy	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 Laff Staff has requested to display one temporary banners under Section 5.6.1.C.4.c of the LDRs to advertise the improv comedy show's 13th season (see attached for 20' x 5' vinyl).

- 105 Buffalo Way, Albertson's during:
 - January 30 – February 5, 2022
 - February 27 – March 5, 2022

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:
 - January 30 – February 5, 2022
 - February 27 – March 5, 2022

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** temporary banner application (P21-286) for The Laff Staff, including the three conditions of approval recommended by the Planning Director in this staff report dated December 20, 2021.



20ft

Only the top 15ft appears from the street. The rest is folded below the sign because we made it too long. There is a green stripe behind "The Laff Staff" and a red stripe behind "Fri & Sat".

5ft



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: Laff Staff Improv Show Physical Address of Event: Center for the Arts
Description of Event: The Laff Staff improv comedy show enters it's 13 season at the Center!
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 3434, Jackson, WY 83001 Phone: (216) 389-0498
E-mail: nickstaron@hotmail.com ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons Grocery</u>	Business/Description: <u>Albertsons Grocery</u>
Physical Address: <u>105 Buffalo Way, Jackson</u>	Physical Address: <u>105 Buffalo Way</u>
Dates of Display: <u>Jan 30 - Feb 5, 2022</u>	Dates of Display: <u>Feb 27 - March 5, 2022</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
Nick Staron
Applicant Name Printed

11/3/22
Date
Performer
Title

STAFF REPORT



Meeting Date:	December 20, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-308 TEMPORARY SIGN PERMIT JH Nordic Alliance Free Ski Day	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.

JH Nordic Alliance has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise its free ski day (see attached for 8.75' x 5' vinyl).

- 50 E. Broadway, JD High Country Outfitters during:
 - December 30, 2021 – January 9, 2022

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 (i.e., the sign shall be located on the façade of the building and not the railing on the balcony).
3. The sign is approved for the following location:
 - 50 E. Broadway, JD High Country Outfitters during:
 - December 30, 2021 – January 9, 2022

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** temporary banner application (P21-308) for The JH Nordic Alliance Free Ski Day, including the three conditions of approval recommended by the Planning Director in this staff report dated December 20, 2021.

PDF 2022 Banner at JD O ... r (print ready).pdf Open with Google Docs

ALL ARE WELCOME



**THE JACKSON HOLE NORDIC ALLIANCE
PRESENTS THE 5TH ANNUAL
FREE
NORDIC SKI, FAT BIKE
+ SNOWSHOE DAY
@TURPIN MEADOW RANCH
SUNDAY, JANUARY 9TH
10:00 AM - 3:00 PM**



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[JHNA.COM/ANNUALEVENT](https://www.jhna.com/ANNUALEVENT)



5'X 8.75'



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: JH Nordic Alliance Free Ski Day Physical Address of Event: Turpin Meadows Ranch
Description of Event: Nordic & Fat Bike demo day & free skiing at Turpin Meadows
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: 3155 Teton Pines Dr. Wilson WY 83014 Phone: 307 731-6399
E-mail: info@jhnordic.com scott@jhnordic.com ZIP: 83014
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>JD High Country Outfitters</u>	Business/Description: _____
Physical Address: <u>50 E Broadway</u>	Physical Address: _____
Dates of Display: <u>Dec 30-31 2021</u> <u>Jan 1-9 2022</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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

Signature of Authorized Event Applicant

Scott Sanchez

Applicant Name Printed

Date

11/23/21
Manager - High Country Outfitters
Member - JH Nordic Alliance

Title

STAFF REPORT



Meeting Date:	December 20, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P21-310 TEMPORARY SIGN PERMIT JH Classical Academy Open House 1/12	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 to advertise an open house (see attached for 96" x 144" vinyl).

- 105 Buffalo Way, Albertson's during:
 - January 6 – January 16, 2022

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 of application P21-310 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:
 - January 6 – January 16, 2022

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** temporary banner application (P21-310) for The JH Classical Academy Open House, including the three conditions of approval recommended by the Planning Director in this staff report dated December 20, 2021.



Academy in an Hour

**Wednesday, Jan. 12
2:00-3:00 PM**



**JACKSON HOLE
CLASSICAL ACADEMY**

2500 S Park Loop Rd

jhclassical.org



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: Academy in an Hour Open House Physical Address of Event: 2500 S. Park Loop Rd, Jackson, WY

Description of Event: 1-hour open house for families to tour campus, visit classes, meet teachers.

Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 7466 Phone: 307-201-5040
E-mail: Jackson, WY ZIP: 83002
bsemco@jhclassical.org Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's Grocery Store</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way, Jackson, WY</u>	Physical Address: _____
Dates of Display: <u>1/06/22 - 1/16/22</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
96" x 144" vinyl banner in color

Yes ☒ No ☐ Installation specifications, and any structural details or specifications required for freestanding signs.
Hung behind Albertson's store using hooks.

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.

Brittany Semco

Signature of Authorized Event Applicant

Brittany Semco

Applicant Name Printed

Nov. 30, 2021

Date

Marketing Coordinator

Title

STAFF REPORT



Meeting Date:	December 20, 2021	Meeting Title:	Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Quitclaim of Temporary Roadway and Construction Easement	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to review and consider the Town relinquishing its interest in a Temporary Roadway and Construction Easement that was entered into in 2016 and used to stabilize the West Broadway landslide.

Requested Action.

Staff requests Council execute the Quitclaim Deed, thus relinquishing any interest of the Town in the property burdened by the Temporary Roadway and Construction Easement.

Recommendations.

Staff recommends Council execute the Quitclaim Deed.

Background.

On August 23, 2016 the Town was granted a Temporary Roadway and Construction Easement from Wayboard, LLC, which was needed for the Town to stabilize the landslide along West Broadway Avenue. The easement served its purpose and is no longer needed.

Analysis.

The Temporary Roadway and Construction Easement lacks a clear termination date. The property is set to be sold this month, leading the seller and buyer to request the Town quitclaim its interest in the easement to clarify the land records.

The Town used the easement in correlation with the landslide work and no longer needs to retain any interest in the parcel burdened, thus, quitclaiming its interest to clarify the land records is appropriate.

Possible Alternatives.

Council could elect to:

- Not quitclaim its interest in the Temporary Roadway and Construction Easement
- Propose to extend the Temporary Roadway and Construction Easement
- Propose to amend Temporary Roadway and Construction Easement

Comprehensive Plan & Priority Alignment.

N/A

Fiscal Impact.

None.

Staff Impact.

The staff impact of this item was entirely in the Legal Department and required 2 hours of the Town Attorney's time.

Attachments or Links.

Quitclaim Deed

Suggested Motion.

I move to approve the Quitclaim Deed, as presented in the attachment to this staff report, and authorize the Mayor to execute it, including any minor changes required by the Town Attorney.

After Recording Return To:

James A. Bowditch
Boone Karlberg P.C.
P. O. Box 9199
Missoula, MT 59807-9199

QUITCLAIM DEED

FOR VALUE RECEIVED, the **TOWN OF JACKSON**, a municipal corporation of the State of Wyoming, of Box 1687, Jackson, Wyoming 83001 ("**Grantor**"), does hereby convey, remise, and forever quitclaim unto **WAYBOARD LLC (a/k/a WAYBROAD, LLC)**, a Montana limited liability company ("**Grantee**") any and all rights, title and interest granted to Grantor by Grantee in that certain Temporary Roadway and Construction Easement dated August 23, 2016 and recorded as Document 0932047 on July 19, 2017 with the Teton County Clerk, in and to certain real property located in Teton County, Wyoming, more particularly described on the Legal Description attached as Exhibit A, and shown on the Easement Sketch, attached as Exhibit B.

Grantor disclaims any interest in the real property described above by virtue of said Temporary Roadway and Construction Easement.

Approved as to form: _____
Town Attorney

State of Wyoming
County of Teton

The foregoing Quitclaim Deed is hereby granted by the Town of Jackson this ____ day of _____, 2021.

TOWN OF JACKSON

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

County of Teton) ss.
)

 This foregoing was acknowledged before me by _____ and
_____ as the Mayor and Town Clerk, respectively, of the Town of Jackson, this _____ day of
_____, 2021.

Witness my hand and official seal

Notary Public for the State of Wyoming

Exhibit A – Legal Description

An easement located in the SW1/4 NE1/4 Section 32 Township 41 North Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being a strip of land lying within the parcel described in Warranty Deed, recorded in Book 834, Pages 633-635, in the records of the Teton County Clerk, and described and shown on Tract Map T-40A, in the records of the Teton County Clerk, said easement being 20 feet in width, 10 feet either side of the following described centerline:

Commencing at the southeast corner of the parcel described in Book 834, Page 633-635, in the records of the Teton County Clerk, thence N 02°49'45" E, along the east boundary line of said Parcel, 10.95 feet to the point of beginning on the centerline of said easement;

Thence S 89°04'31" W, 10.95 feet;

Thence S 89°47'04" W, 26.5 feet to a point on a tangent circular curve to the right;

Thence along said circular curve to the right, having a radius of 60.00 feet, a central angle of 52°44'17", a chord bearing of N 63°50'48" W and a chord distance of 53.03 feet, through an arc length of 55.23 feet;

Thence N 37°28'40" W, 99.13 feet to a point on a tangent circular curve to the left;

Thence along said circular curve to the left, having a radius of 30 feet, a central angle of 121°18'50", a chord bearing of S 81°51'55" W and a chord distance of 52.3 feet, through an arc length of 63.52 feet:

Thence S 21°12'31" W, 55.15 feet;

Thence S 23°50'40" W, 57.98 feet to a point on a tangent circular curve to the right;

Thence along said circular curve to the right, having a radius of 40 feet, a central angle of 114°46'42", a chord bearing of S 81°14'01" W and a chord distance of 67.39 feet, through an arc length of 80.13 feet:

Thence N 41°22'38" W, 59.14 feet to a point on a tangent circular curve to the left;

Thence along said circular curve to the left, having a radius of 45 feet, a central angle of 80°46'08", a chord bearing of N 81°45'42" W and a chord distance of 58.31 feet, through an arc length of 63.44 feet:

Thence S 57°51'14" W, 43.00 feet to a point on a tangent circular curve to the left;

Thence along said circular curve to the left, having a radius of 200 feet, a central angle of 09°33'11", a chord bearing of S 53°04'39" W and a chord distance of 33.31 feet, through an arc length of 33.35 feet;

Thence S 52°06'04" W, 45.74 more or less, to the end point of the centerline of said easement on the west boundary line of said Parcel and the northerly right-of-way line of Wyoming State Highway 22.

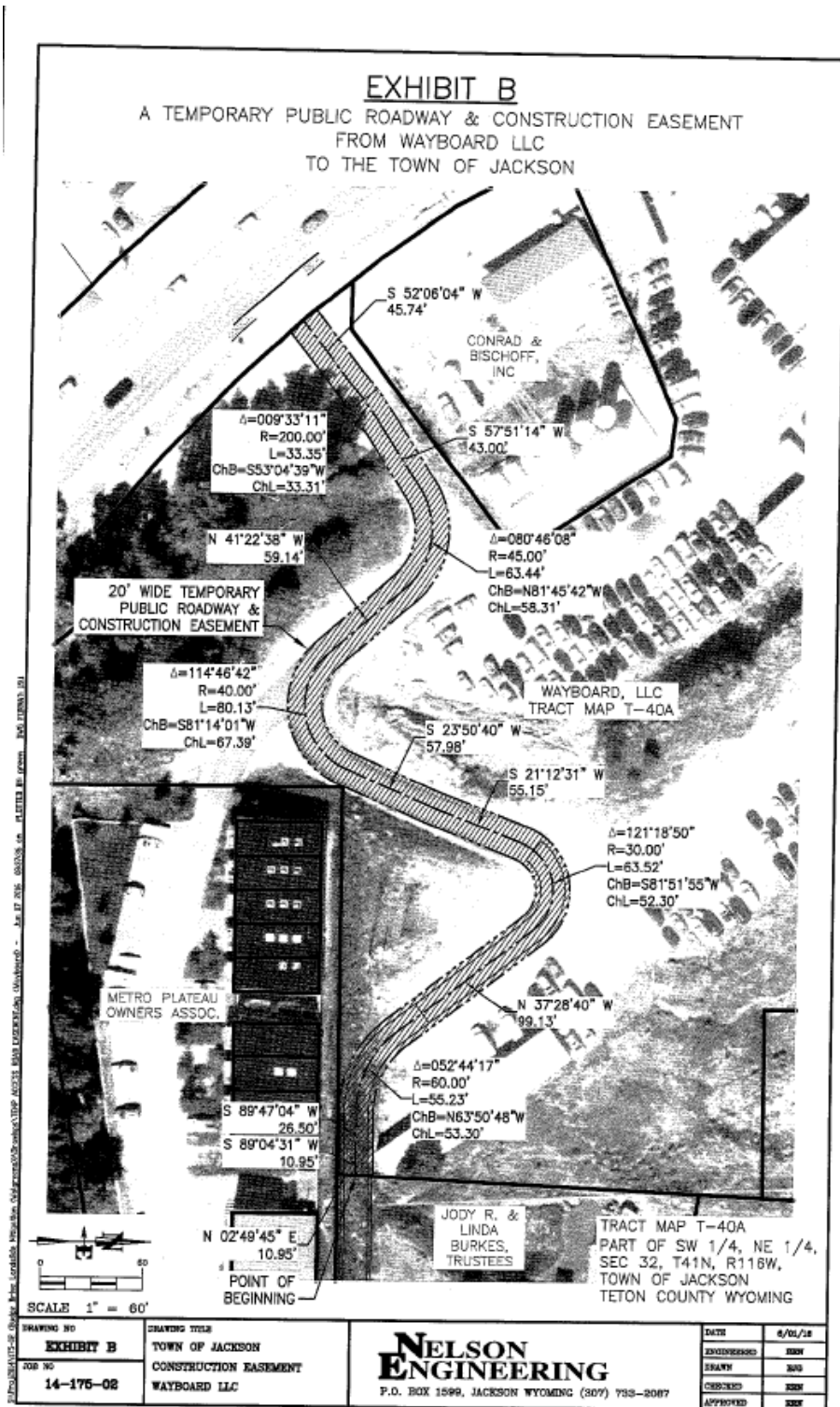
The side lines of said easement shall be extended or shortened to terminate at the property lines.

Said easement contains 0.3182 acres, more or less, and is subject to easement, rights-of-way, reservations, and restrictions, of sight and/or of record.

As shown on Exhibit B.

This description prepared from records in the office of the Teton County Clerk and surveys performed 2014-2016 for the West Broadway Landslide Mitigation Project, the basis of bearing for said surveys is N 00°09'27" E along the east line of the NE1/4NE1/4 Section 32, T41N, R116W.

Exhibit B – Easement Sketch



STAFF REPORT



Meeting Date:	20 December 2021	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Letter of Agreement: County Water Quality Management Plan partnership	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council to review and consider a Letter of Agreement (LOA) among project partners for Teton County's consultant contract with Trihydro Corporation to complete the Teton County Comprehensive Water Quality Management Plan.

Requested Action.

Staff requests Town Council review the LOA.

Recommendations.

Staff recommends approving and authorizing the Mayor to sign the LOA on behalf of the Town as a project partner.

Background.

In cooperation with partnering entities, Protect our Water Jackson Hole (POWJH), Teton Conservation District (TCD) and the Town of Jackson, Teton County endeavors to enter into a process of study and planning to shape the current understanding of existing and potential future human-induced threats to both surface water and groundwater quality and develop strategies for properly managing them. The Consultant team will create a 20-year vision and implementation plan that protects surface water and groundwater resources from future degradation and improves water quality where known degradation is occurring. The management plan effort will focus on both the human element of protecting drinking water and the environmental element of protecting water resources. The Plan will provide a clear set of roles and responsibilities for the various local entities that oversee water resources management. The Plan will address County management of wastewater, stormwater, and drinking water, as well as surface and groundwater resources. The Plan will identify and characterize known and possible threats to these resources throughout the County, while outlining detailed mitigation strategies for the County to pursue, which may include coordination with Town regarding Town assets or programs. Additionally, an Implementation Plan is an expected deliverable.

The Board of County Commissioners approved the Notice of Award to Trihydro Corporation, and will discuss the contract along with this LOA for approval consideration at their December 21, 2021 meeting (tomorrow).

Analysis.

Town of Jackson Public Works Administration staff has participated in RFP development, consultant selection, and contract scope of services review. The Town's partnership on this project is important to demonstrate its commitment to regional water quality planning, to ensure the consultant team is considering accurate information regarding the Town's assets throughout their analysis, and to ensure that any consultant recommendations related to the Town's assets are reasonable and feasible.

Possible Alternatives.

Alternatives to signing this Letter of Agreement include:

- Postpone entering the partnership agreement to accommodate further review or changes
- Not enter into the partnership agreement
- Other, at Council's discretion

Comprehensive Plan & Priority Alignment.

This project supports the Jackson/Teton County Comprehensive Plan under **Common Value #1 – Ecosystem Stewardship**.

- Principle 1.2: Preserve and enhance surface water and groundwater quality.

Clean water is one of the most basic requirements of a healthy ecosystem and community. Protecting the water quality of Jackson and Teton County is essential to the ecosystem and scenic beauty that residents and visitors enjoy. In addition, the public has the right to clean, affordable drinking water. Stewardship of surface water bodies of all sizes, the Snake River Sole Source Aquifer, wetlands, riparian areas, and groundwater, is vital to sustaining healthy populations of native species and for the health and safety of the human community. Preservation of water quality includes water features, from small creeks to large systems, including the Snake River Sole Source Aquifer, due to its importance as the community's water source. Among other measures, it is integral to minimize pollution from wastewater and stormwater that cause water quality impairment and threaten overall ecosystem health.

Aspects of each of the Comp Plan Policies and Strategies contributing to this Principle may be evaluated as part of the County's Water Quality Planning effort. Notably:

- Strategy 1.2.S.3: **Develop a water quality enhancement plan that includes consideration of additional County funding for water quality and commits to joint Town and County coordination.** *The plan should include a water quality monitoring program. The plan should also incorporate or complement existing and future source water assessments, source water protection plans, river and lake management plans, watershed management plans, and other water quality protection efforts. Additionally, in partnership with the Teton Conservation District and other applicable partners, develop with all due dispatch a comprehensive wastewater management plan.*
- Principle 2.5: Reduce greenhouse gas emissions through waste management and water conservation.
 - Policy 2.5.a: Encourage water conservation.

While our community is lucky to have abundant water supplies, water conservation should still be pursued to conserve energy and maintain water quality.

Fiscal Impact.

None.

Staff Impact.

Public Works staff has spent approximately 30 hours coordinating with the County, Teton Conservation District, and Protect Our Water JH on this project. Public Works anticipates committing approximately 20 more hours in FY22, and is proposing allocation of approximately 150 hours of staff time in the FY23 work plan.

Town Administration, Community Development, and Legal staff have contributed a total of approximately 5 hours reviewing and considering this Letter of Agreement.

Attachments or Links.

Letter of Agreement

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

I move to approve the Letter of Agreement and, upon final review and approval by the Town Attorney, authorize the Mayor to sign the Letter of Agreement.

**COMPREHENSIVE WATER QUALITY MANAGEMENT PLAN
PROJECT PARTNERS' LETTER OF AGREEMENT FOR CONSULTANT
TRIHYDRO CORPORATION CONTRACT**

Date: November 24, 2021

To: Comprehensive Water Quality Management Planning Project Partners

Town of Jackson, Wyoming
150 E Pearl Avenue
PO Box 1687
Jackson, WY 83001

Teton Conservation District
420 W. Pearl Ave
PO Box 1070
Jackson, WY 83001

Protect Our Water Jackson Hole, Inc., a Wyoming nonprofit Corporation	
<u>Principal Office:</u> 260 E. Broadway Ave. Jackson WY 83001	<u>Mailing Address:</u> PO Box 1014 Wilson, WY 83014

**From: Heather Overholser,
Public Works Director
Teton County, Wyoming**

**RE: Project Partners' Letter of Agreement for Consultant Services provided
by Trihydro Corporation for the Teton County Comprehensive Water
Quality Management Plan**

This letter outlines the commitment of Protect Our Water Jackson Hole, Teton Conservation District, Town of Jackson, and Teton County ("Project Partners") to develop the Teton County Comprehensive Water Quality Management Plan (CWQMP) and to share in the cost of professional services that will be provided by Trihydro Corporation.

Background

In cooperation with its Project Partners, Teton County will enter into a process of study and planning to shape the current understanding of existing and potential future human-induced threats to both surface water and groundwater quality and develop strategies for properly managing them.

This project requires the support of a consultant team with a wide range of engineering, environmental, technical, public engagement, and administrative services to assist Teton County, Wyoming in bringing to completion the development of a Comprehensive Water Quality Management Plan (CWQMP) for Teton County.

Specific areas of expertise needed include: community water planning; wastewater planning; sewer plant engineering; onsite septic system engineering; drinking water system planning and engineering; source water protection planning; surface and groundwater quality management; natural resources mapping and data analysis; coordination with multiple governmental entities; meeting/group/project coordination, management and facilitation; non-point source pollution; and, Wyoming's regulatory structure governing water.

The consultant will create a 20-year vision and implementation plan that protects surface water and groundwater resources from future degradation and improves water quality where known degradation is occurring. The management plan effort will focus on both the human element of protecting drinking water and the environmental element of protecting water resources. The plan will provide a clear set of roles and responsibilities for the various local entities that oversee water resources management. The plan will address management of wastewater, stormwater, and drinking water, as well as surface and groundwater resources. The plan will identify and characterize known and possible threats to these resources, while outlining detailed mitigation strategies. Additionally, an Implementation Plan is an expected deliverable.

A Request for Qualifications (RFQ) for a consultant team was developed by Teton County, in collaboration with the Project Partners, and advertised in July 2021.

The proposals were reviewed and scored by the selection committee, comprised of representatives from the Project Partners and Teton County. The Trihydro team was recommended by the selection committee and the Board of County Commissioners approved the Notice of Award on September 7, 2021.

Consultant Contract with Teton County and Funding Commitments

Consultant Contract

Teton County and the selected consultant, Trihydro Cooperation, have negotiated an *Engineering and Consulting Services Master Agreement* [Contract No. 21-028MSA] and *Work Order* [No. 21-039WO; dated 11/09/2021] whereby Trihydro Corporation and its team shall provide engineering, environmental, consulting, and public outreach services for preparation of the Teton County's Comprehensive Water Quality Management Plan (CWQMP) in accordance with a *Cost Proposal Letter* dated October 28, 2021. The Cost Proposal letter includes a Scope of Work and Fee Proposal negotiated with input from the Project Partners - Protect Our Water Jackson Hole, Inc. (POWJH), Teton Conservation District (TCD) and the Town of Jackson.

The final Scope of Work includes the following major tasks:

- Task 1: Project Management, Support and Administration
- Task 2: Public Information Plan
- Task 3: Data Acquisition, Review and Compilation
- Task 4: Vulnerability Analysis
- Task 5: Characterize Existing Impacts to Groundwater and Surface Water Conditions
- Task 6: Characterize Future Groundwater and Surface Water Conditions
- Task 7: Identify and Evaluate Mitigation Strategies
- Task 8: Comprehensive Water Quality Management Plan Preparation

The project is estimated to take one year and eight months to complete. The project Fee Proposal is \$1,111,438.00 - time and materials, not to exceed.

The *Engineering and Consulting Services Master Agreement* that Teton County shall enter into with Trihydro Corporation is attached hereto and incorporated herein as **Exhibit A**. *Work Order* [No. 21-039WO, dated 11/09/2021], is attached hereto and incorporated herein as **Exhibit B**. The *Cost Proposal Letter* dated October 28, 2021 with Scope of Work (Attachment A) and Fee Proposal (Attachment B) is attached hereto and incorporated herein as **Exhibit C**.

Project Partners' Financial Contributions to Costs and Fees of Consultant

The Project Partners commit to share in the cost of the professional services provided by Trihydro Corporation pursuant to its contract with Teton County, with funding commitments as follows:

Protect Our Water Jackson Hole, Inc.:	\$250,000
Teton Conservation District:	\$125,000
Town of Jackson:	\$0*
Teton County	\$736,438**

* Project fiscal overruns shall not be borne by the Town of Jackson.

**American Rescue Plan Funding:

In FY 2022, Teton County originally budgeted \$500,000 to develop a comprehensive water quality management plan. Funding commitments towards that project budget were made by POWJH (\$250,000) and TCD (\$125,000) and Teton County committed \$125,000 of FY2022 County funding for this project.

Teton County was awarded \$4,557,607.00 of American Rescue Plan (ARP) funds from the United States Treasury as part of pandemic relief. The County has committed \$1,772,830.00 of the funding to other projects leaving a balance of ARP funds in the amount of \$2,784,777.00. County staff confirmed that ARP funds are an eligible funding source for the costs of developing the *Teton County Comprehensive Water Quality Management Plan (CWQMP)*.¹ Teton County anticipates utilizing ARP funds in the amount of \$736,438 (\$125,000 to cover the County's FY 2022 commitment, plus

¹ This project meets the Federal Rule requirements for ARP expenditures under the category of Water & Sewer Infrastructure. The Federal Rule states: *"By permitting funds to be used for water and sewer infrastructure needs, Congress recognized the critical role that clean drinking water and services for the collection and treatment of wastewater and stormwater play in protecting public health. Understanding that State, local and Tribal governments have a broad range of water and sewer infrastructure needs, the interim final rule provides these governments with wide latitude to identify investments in water and sewer infrastructure that are highest priority for their own communities."*

\$611,438 to cover the difference between the current fee proposal and the original \$500,000 budgeted project estimate), to fund this project. ARP funds can only be used for obligations incurred through December 31, 2024.

Project Partners' Contributions of Staff Time and Other Resources

All Project Partners commit to participating in the process and providing sufficient staff time and other resources to the support **the timely and efficient development** of the *Teton County Comprehensive Water Quality Management Plan (CWQMP)* for the length of the endeavor, which is currently estimated to take 20 months. This is especially important given the deadline to obligate funds related to Teton County's use of its ARP award to fund this project and the expanded scope of work developed with input from all of the Project Partners.

Project Partners will timely communicate with the consultant and each other.

Project Partners Payment of Financial Contributions to Teton County

Project Partners shall pay Teton County a minimum of fifty percent (50%) of their total financial contribution, as set forth above, within thirty (30) days of the date of written notice from Teton County that the *Engineering and Consulting Services Master Agreement* and *Work Order* set forth above have been executed by Trihydro Corporation and Teton County with an invoice included. Project Partners shall pay the remaining fifty percent (50%) of their financial commitment in Teton County's FY 2023. Payment of any remaining balances shall be made within thirty (30) days of the date of Teton County's written notice and invoicing to each Project Partner of the amount due, which shall be sent at the start of Teton County's FY 2023 – on or about July 1, 2022. In no event shall failure by Teton County to send this written notice and invoice in FY2023 relieve or abrogate any party's obligations under this Letter of Agreement to contribute to the costs of the consultant as set forth herein.

Miscellaneous

Project Partners acknowledge and agree to work in good faith with Teton County, the consultant team, and each other to resolve any disputes in a timely and efficient fashion.

This Letter of Agreement serves as an affirmation that each Project Partner will contribute toward the costs of the Consultant Contract between Teton County and Trihydro Corporation, as set forth above and will cooperate with consultant and each other as set forth above.

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that **Teton County, Wyoming** will pay consistent with the terms outlined above in this letter.

Natalia D. Macker
Chairwoman
Teton County Board of County Commissioners

Date

ATTEST:

Maureen E. Murphy
Teton County Clerk

Date

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that the **Town of Jackson** will pay consistent with the terms outlined above in this letter.

Signature

Date

Print Name

Title

ATTEST:

Signature

Date

Print Name

Title

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that the **Protect Our Water Jackson Hole, Inc., a Wyoming nonprofit corporation**, will pay consistent with the terms outlined above in this letter.

Signature

Date

Print Name

Title

ATTEST:

Signature

Date

Print Name

Title

AFFIRMATION AND AGREEMENT:

I, _____, hereby agree to the content of this letter and affirm that the **Teton Conservation District** will pay consistent with the terms outlined above in this letter.

Signature

Date

Print Name

Title

ATTEST:

Signature

Date

Print Name

Title

STAFF REPORT



Meeting Date:	December 20, 2021	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Downtown Trash Removal Services Contract Approval – Project No. 22-05	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve the Downtown Trash Removal Services Contract, Project No. 22-05, for trash removal from municipal trashcans in the downtown core.

Requested Action.

To approve the Downtown Trash Removal Services Contract.

Recommendations.

Staff recommends approval of the Downtown Trash Removal Services Contract.

Background.

The Town of Jackson owns 74 municipal trash cans, which are located within the downtown core of town. The trash cans are serviced in the early morning hours year-round. The level of service depends on the time of year, as certain times of the year are producing less trash and other times produce more trash (i.e., winter vs. summer).

Analysis.

Recently, Public Works was notified that our current contractor was retiring and would be going out of business. In order to provide continuous trash removal service, Public Works worked quickly to find a short-term solution while we put this service out for a Request for Proposal (RFP). The Town received one proposal to provide the Downtown Trash Removal Service, from Ivy Outdoor Services, LLC, based in Thayne, Wyoming.

Possible Alternatives.

A possible alternative would be to deny the agreement and put the service request out for another RFP.

Comprehensive Plan & Priority Alignment.

- Chapter 8: Quality Community Service Provision
 - Principle 8.1 – Maintain current, coordinated service delivery

Fiscal Impact.

Fiscal impact for this service will increase the Town's annual cost by 21%. The RFP the Town received provided a cost-per-can of \$4.25, which totals \$73,600 per fiscal year. The Town's current FY22 Budget for this service has enough funds to cover this increase, so a budget amendment to cover the additional cost is not anticipated at this time. Fiscal impact for future budgets may be impacted by higher costs for this service.

Staff Impact.

Staff impact for this item includes hiring a contractor to cover roughly a month of service while we transition to a new trash contractor (3 hours), contract creation (3 hours), and legal review (1 hour).

Attachments or Links.

- Downtown Trash Removal Services Agreement

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

I move to approve the Downtown Trash Removal Services Contract and authorize the Mayor to execute the necessary contract Agreement.

DOWNTOWN TRASH REMOVAL SERVICES AGREEMENT
PROJECT NO. 22-05

This Downtown Trash Removal Service Agreement (**Contract**) is made and entered into, effective as of December _____, 2021, (**Effective Date**), by and between the Town of Jackson (**Town**), a municipal corporation of the State of Wyoming and Ivy Outdoor Services, LLC (**Contractor**), a corporation of the State of Wyoming, as follows:

A. Description of Services. Contractor shall perform the following described services (“**Downtown Trash Removal Services**”):

1. Removing trash from all 74 municipal trash receptacles in Exhibit A, attached hereto and made a part hereof by this reference.
2. Trash removal shall take place once daily, two days per week from November 1 – April 30, spaced apart by 2 and 3 days.
3. Trash removal shall take place once daily, 7 days a week, from May 1 – October 31.
4. The Town may request to increase or decrease the service schedule as agreed upon between the Contractor and Town.

B. Responsibilities of Contractor. Contractor shall:

1. Provide the name, email, and direct cell phone number of a contact person to facilitate communication between the Town and Contractor.
2. Notify the Town Public Works Streets Manager, or their designee, by cell phone, in the event that any equipment has a mechanical breakdown or accident which would prohibit the use of the equipment at any time.
3. During the times of May 1 – October 31, ensure daily, 7 day a week service which includes completely removing the trash can liner, installing a new plastic heavy-duty trash can liner sized for each trash receptacle, and hauling the trash to the Teton County Transfer Station, for each of the 74 municipal trash receptacles in Exhibit A.
4. During the times of November 1 – April 30, ensure twice a week service which includes completely removing the trash can liner, installing a new plastic heavy-duty trash can liner sized for each trash receptacle, and hauling the trash to a landfill or trash transfer station, for each of the 74 municipal trash receptacles in Exhibit A.
5. Contractor shall conduct work in the following manner:
 - i. Immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position.
 - ii. Exercise reasonable care in the handling of the trash and the receptacles containing the same.
 - iii. May not burn any trash but must haul all the trash to the Teton County Transfer Station by the shortest possible route, taking into account traffic conditions, weather conditions, and pedestrian traffic in determination of the route to be used.

- iv. Insure in the hauling of trash that no spillage occurs and that such trash be hauled in such a manner so as not to scatter it enroute, both from the receptacle to the haul vehicle or during the hauling through Town.
 - v. Cover any vehicle used for the hauling of trash and see to its proper storage.
- 6. In the event any equipment operator becomes disabled, ill, or otherwise unable to drive the equipment as required under this Contract, replace said driver within 24 hours of their inability to work.
- 7. In the event any equipment becomes disabled, out of working order, or otherwise unable to operate as required under this Contract, will replace said equipment within 24 hours of its inability to work.
- 8. Ensure each equipment operator:
 - i. Complies with all federal, state, and local motor carrier safety regulations.
 - ii. Has their own, or a Contractor provided, cellular telephone that: a) is fully charged at the beginning of each equipment operator's shift and b) has a service contract that includes telephone and data services.

C. Payment.

- 1. Contractor will be compensated at a rate of \$4.25 per trash can per day.
- 2. Contractor will provide billing statements monthly.
- 3. All payments will be based upon work completed and the Town shall issue payment to Contractor within 30 days of the billing statement.

D. Contract Period. This Contract commences on the Effective Date and ends, unless sooner terminated as provided for herein, on January 1, 2025.

E. Insurance.

- 1. **Liability Insurance.** Contractor agrees to keep in force at its own expense during the entire Contract Period liability insurance in compliance with Wyoming state law as will protect it from claims of any and all kind that may arise out of this Contract, whether directly or indirectly. The minimum liability limits of such insurance shall not be less than two million dollars (\$2,000,000). The Town of Jackson shall be named as an additional insured under Contractor's insurance. Proof of such insurance shall be provided to Town within seven (7) days of Effective Date of the Contract. Contractor is responsible for insuring all equipment, including any replacement equipment, that may be used during the Contract Period. Any policy of insurance shall provide that any change or cancellation of said policy shall be made in writing and sent to the Town and Contractor at their respective addresses provided herein at least thirty (30) days before the effective date of change or cancellation.
- 2. **Workers' Compensation.** Contractor shall maintain Workers' Compensation Insurance for all of Contractor's employees. Such insurance shall comply with all applicable Wyoming state laws.

F. Termination. Town may terminate this Contract for poor performance, defined as a failure to meet the duties and responsibilities of this Contract in a competent fashion, as determined by the Town Public Works Streets Manager. Such termination for poor performance shall occur only after Contractor has been advised in writing of the failure to meet the duties and responsibilities and given at least 7 calendar days to cure the poor performance. Following the termination for poor

performance, Contractor shall be entitled to payment of through the last day of performance under this Contract.

- G. Indemnity.** Except to the extent caused by the gross negligence or willful misconduct of the Town or its employees, Contractor agrees to indemnify, save, and hold harmless, and defend the Town, its elected officials, employees, 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 Contractor's operations, or the acts or omissions of the Contractor, its officers, employees, contractors, or agents, related in any way to this Contract. Provided, the Town shall give the Grantee written notice of its obligation to indemnify the Town within fifteen (15) days of service of a claim or action subject to this Section. If Contractor assumes the defense in a timely manner, and the Town determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Town.
- H. Governing Law and Construction.** This Contract shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Contract, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Contract was negotiated by both parties hereto 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.
- I. Attorney Fees.** In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.
- J. Entire Contract.** This Contract shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.
- K. Modification of Contract.** Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall not be binding upon either party except to the extent of an amendment in writing executed by both Town and Contractor.
- L. Assignment of Rights.** The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other persons, firm, corporation, or other entity without the prior express written consent of the other party.
- M. Notices.** All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by certified mail, return receipt requested or by Federal Express, to each party at the addresses set forth below. Any such notice, request, demand, or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand, or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands, or other communications required or permitted to be given hereunder by such party.

Town
Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001

Contractor
Ivy Outdoor Services, LLC
Attn: Jake Dahl
P.O. Box 1450
Thayne, Wyoming 83127

- N. Severability.** In the event that any provision of this Contract 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 Contract in all other respects shall remain valid and enforceable.
- O. Binding Effect.** This Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- P. Government Immunity.** The Town does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Contract.
- Q. 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.

IN WITNESS WHEREOF the parties have executed this contract the date indicated below.

CONTRACTOR:

Ivy Outdoor Services, LLC

Jake Dahl
Owner

Dated: _____

TOWN:

Town of Jackson
Jackson, Wyoming

Hailey Morton Levinson
Mayor

Dated: _____

ATTEST:

Exhibit A

Location of 74 Downtown Municipal Trash Cans



STAFF REPORT



Meeting Date:	December 20, 2021	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Community Entry Services Emergency Funding Request	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council approves the fiscal year budget and any amendments to it. Mayor Levinson requested that the emergency funding request from Community Entry Services (CES) be placed on the December 20, 2021, Town Council meeting for consideration.

Requested Action.

The requested action is for the Town Council to make a determination on the request for emergency funding or to delay action until the FY23 budget is considered.

Recommendations.

Staff recommends Council provide direction to staff.

Background.

At the December 6, 2021, Joint Information Meeting, Carolyn Worth, Program Director at CES, requested emergency funding from the Town and County of \$89,000 total to address staff wages to positively impact their ability to maintain their current level of service in client care for adults with disabilities. This emergency funding would allow CES to increase their rate of pay for Direct Support Professionals from \$15.00/hr to \$20.00/hr through June 30, 2022. Their request for FY23 would also include that increased amount for wages to retain employees. Their letter of request is attached to this staff report.

It is staff's understanding that the Town Council and the County Commission may choose to act on the request at their individual meetings rather than waiting for January 10 for the next regularly scheduled JIM. Staff assumes the request is for ½ from each entity at \$44,500 each.

The Town has approved funding for Community Entry Services at \$61,500 for FY22. An increase of \$44,500 would bring the total allocation for FY22 to \$106,000.

Analysis.

The shortage of available workers in all sectors of the Jackson economy is clearly evident and is not unique to Jackson. The ability to retain qualified staff members is critical for services to be maintained or continue at all, including for the Town of Jackson organization that has had significant challenges recruiting and retaining qualified staff members in many fields.

Possible Alternatives.

Comprehensive Plan & Priority Alignment.

The services provided by CES are in alignment with Section 8: Quality Community Service Provision.

Fiscal Impact.

The immediate fiscal impact to the Town would be an additional \$44,500 in FY22 which may be carried forward and reoccurring in future year funding requests and would be funding that would not be available for Town core services or other Council priorities.

Staff Impact.

The direct staff impact would be minimal.

Attachments or Links.

Letter of request.

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

I move to approve the emergency funding request from CES in the amount of \$44,500 and direct staff to include this funding with the next budget amendment presented for FY22.

Email the Town Council

Email Content: 12/6/2021

Dear Commissioners and Town Council Members,

Community Entry Services (CES) is the sole comprehensive provider for adults with intellectual disabilities and acquired brain injuries in Jackson. We own and operate two residential sites where we provide life-long care 24 hours a day, 365 days a year. We also provide engaging daytime programming, a wide-range of therapeutic services, and inclusive job development.

Unfortunately, due to state budget cuts and an inability to raise rates for our services, CES has been unable to increase staff wages. This has led to a severe staffing crisis. In the next month, only 6 out of our 16 total positions will be filled. If we cannot fill even a few of these positions we will be forced to consolidate our group residential sites, cut daytime programming, or even discharge clients. We currently have seven additional adults with disabilities needing services from CES and we will soon be receiving applications from dozens of young adults with disabilities aging out of the school system who will need our services in the near future.

CES has been providing services to adults with disabilities in Jackson for 42 years. Our mission is to continue supporting this important population of people that is continuing to grow as our community grows. Last budget session, we received a 2.5% cut, and in the governor's budget for this year he has already designated another 2.5% cut. A recent cost study evaluating the Developmental Disabilities Waiver, our main funding source, shows the system is underfunded by \$21 million dollars.

In order to assure that our clients' care is not disrupted or halted we need to increase our wages by January 1st. We are asking for emergency funding in the amount of \$89,000 so we can raise our Direct Support Professional rate of pay from \$15 to \$20 an hour and retain this pay rate for the remainder of the fiscal year ending June 30th.

Moving forward in the next budget session, depending on state

reimbursement rates, CES will continue to request this additional funding for staff compensation to ensure that vital services are provided to adults with disabilities in the Jackson community. We can only do this if we can recruit and retain quality staff with a livable wage.

Thank you for your ongoing support of Community Entry Services and all of the Human Service Council. We appreciate your partnership with all of our organizations and the work you do with each of us to ensure the most vulnerable members of our community are receiving the critical services and care they need. Below are the names of Human Service Council members who are supportive of Community Entry Services' request and have agreed to sign this letter. We appreciate your time and consideration.

Sincerely,
Carolyn Worth- Community Entry Services

Human Service Council Members:
Becky Zaist, Senior Center
Sarah Cavallaro, Teton Youth and Family Services
Sharel Lund, One 22 Resource Center
Laura West, Teton Literacy Center
Smokey Rhea, Curran Seeley Foundation
Patti Boyd, Children's Learning Center
Christy Thomas, CLIMB Wyoming
Andy Cavallaro, Community Safety Network

Your Name:	Carolyn Worth
Your Company Name:	Community Entry Services
Your Phone Number:	307-733-7637
Your Email Address:	cworth@ces-usa.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

STAFF REPORT



Meeting Date:	December 20, 2021	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Municipal Judge Appointment Process	Public Comment:	Yes

Purpose & Policy Considerations.

The Municipal Judge and any alternate Municipal Judges are appointed by the Mayor with the consent of Council pursuant to W.S. §5-6-103. Municipal Court Judge Melissa Owens has been appointed District Court Judge for the 9th Judicial District serving Teton County. Judge Owens' last day as Municipal Judge for the Town of Jackson will be January 17, 2022, thus requiring the Town Council to appoint a new Municipal Judge.

Requested Action.

The requested action is for the Mayor and Council to approve a process for considering the appointment of a new Municipal Judge.

Recommendations.

Staff recommends the Mayor and Council consider the proposed process and provide direction for staff to move forward.

Background.

Judge Owens' last day as Municipal Judge for the Town of Jackson will be January 17, 2022. There are currently two active alternate Municipal Judges that are available to handle the workload until an appointment is made, Chris Leigh and Rick Manning.

W.S. §5-6-103 requires the Municipal Judge to be a qualified elector of the state and this is reaffirmed in Section 1.16.010.C. of the Municipal Code. Additionally, Section 1.16.010 D states that every Municipal Judge of the Town of Jackson shall:

1. Be an active member of the Wyoming State Bar in good standing for at least five years prior to appointment; and
2. Be free from any discipline by any State Bar or State Supreme Court for a period of five years prior to appointment; and
3. Successfully complete an employment screening.

In order to move forward with consideration of appointment of a new Municipal Judge, staff proposes the following process:

- A. Staff publicly notices that the Town of Jackson is seeking a Municipal Judge, providing the qualifications, time commitment, pay, and duties required of the position and that completed applications, accompanied by letters of interest, will be accepted until 12:00 PM Friday, December 31, 2021 via email or hard copy delivery to the Deputy Town Clerk (draft attached).
- B. Staff posts a simple application online (draft attached).
- C. On January 3 and 4, staff conducts research to confirm eligibility.
- D. On January 11, Mayor Levinson reviews the applications and letters of interest of all eligible applicants and selects 3-5 finalists for interviews.
- E. On January 12, staff conducts the employment screening on the 3-5 finalists that includes a pre-employment drug test, a reference check of current/previous employers, and a criminal history check.

- F. A special Town Council meeting is set and noticed for Monday, January 24 at 2:00 PM to conduct interviews with the finalists, recess to executive session to deliberate, and potentially select the Municipal Judge.
- G. If a Judge is not selected, the Town Council can direct that a future special meeting be set to take appropriate further steps.
- H. Once an appointment is made, staff will request Mayor Levinson or the newly appointed District Court Judge, Melissa Owens, to administer the Oath of Office.
- I. Staff prepares and conducts orientation for the newly appointed Municipal Judge.

Staff defers to the Council if they would like to change any of the steps, timeline, or dates as proposed in the procedure.

Analysis.

Possible Alternatives.

Comprehensive Plan & Priority Alignment.

Fiscal Impact.

There is no direct fiscal impact to approving the process. The pay for the new Municipal Judge has already been approved in the budget as it would be replacing the current Municipal Judge.

Staff Impact.

There is a notable staff impact to proceeding in the manner as outlined but staff notes that a Municipal Judge must be appointed.

Attachments or Links.

Draft notice and draft application.

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

I move to approve the process for appointment of a Municipal Judge as set forth above in this staff, including setting a special Town Council meeting for 2:00 PM January 24 for the purpose of interviewing finalists, conducting an executive session to deliberate on the candidates, and potentially selecting a Municipal Judge.

MUNICIPAL JUDGE

The Town of Jackson is now seeking applications for the position of Municipal Judge. This FLSA exempt position works 10-20 hrs./week under an employment contract, \$55,000 - \$65,000 annually, DOQ, health, vision, dental and retirement benefits included. The Judge is appointed by the Mayor with consent of the Council. The Municipal Judge must be a qualified elector in Teton County, Wyoming, be an active member of the Wyoming State Bar in good standing for at least 5 years, be free from any discipline by any State Bar or State Supreme Court for 5 years, and be able to successfully pass a criminal history check, a reference check, and a pre-employment drug screen. The Municipal Judge presides over all judicial functions of the Town of Jackson Municipal Court; gives general direction to court staff, with support from the Town Finance Director; presides over trials and renders judgements for violations of Town ordinances, minor traffic violations, and any other cases within the jurisdiction of the Municipal Court; stays current with municipal laws and changes, performs related duties as required; maintains regular job attendance and adherence to working hours as needed; provides advice and training to support staff as needed. Completed applications, accompanied by letters of interest, will be accepted until 12:00 PM Friday, December 31, 2021 via email or hard copy delivery to Roxanne Robinson, Deputy Town Clerk, rrobinson@jacksonwy.gov or 150 East Pearl Avenue.

Drug Free Workplace /Equal Opportunity Employer

**Town of Jackson
Municipal Judge Application
January 2022**

1. Name:
2. Mailing Address:
3. Physical Address:
4. Are you legally authorized to work in the United States: Yes No
5. Are you fluent in a language other than English: Yes No
6. Years of residency in Teton County, Wyoming:
7. Are you a qualified elector of Teton County: Yes No
8. Are you currently a member in good standing of the Wyoming State Bar: Yes No
9. Are you currently a member in good standing of any other state bar? Yes No
10. If yes, which state(s) and for how many years have you been a member of each?
11. How many years have you been an active member of the Wyoming State Bar?
12. Have you been free from any discipline by any State Bar or State Supreme Court for the most recent five-year period? Yes No
13. Provide the name, phone, and email for your current employer along with 2 previous employers. If you are currently self-employed, please provide 3 previous employers
 - a. Employer 1:
 - b. Employer 2:
 - c. Employer 3:
14. Describe the nature of your present law practice, listing the major types of law you practice and the percentage each constitutes of your total practice.
15. List any other areas of law in which you have practiced regularly.
16. Have you practiced before the Municipal Court within the past five years? If so, please state the number of occasions.

17. List the approximate number of cases you have tried to conclusion during your time as an attorney. The phrase "tried to conclusion" means conducting a trial or administrative hearing which resulted in a judgement or administrative decision. Also indicate if you were sole, associate, or chief counsel.
18. What do you estimate to be the percentage of your litigation in the last five years in each area of Civil, Criminal, Prosecution, Defense or Other.
19. Have you tried a case in front of a jury, please describe.
20. Have you ever been in contempt of court? If so, please give details.
21. Have you ever been a party to, the subject of, or otherwise involved in any other legal proceedings, civil or criminal, including deferred prosecutions?
22. List three attorneys familiar with your professional qualifications from whom the Town Council may ask for a written candid appraisal of your potential as a Municipal Judge.
23. List three judges before whom you have practiced.
24. In no more than 500 words, attach a letter of interest describing your desire to serve as the Town of Jackson Municipal Judge.

Note: A separate criminal history check document will be provided for completion that includes your social security number and date of birth.

STAFF REPORT



Meeting Date:	December 20, 2021	Meeting Title:	Regular Council Meeting
Submitting Department:	Town Clerk	Presenter:	Lynsey Lenamond
Agenda Item:	Public Hearing for Renewal of Gaming License For Elks Lodge #1713 (Bingo)	Public Comment:	Yes

Purpose & Policy Considerations.

Consideration of renewing the gaming license held by the Elk's Lodge for Bingo. The Town Council conducts public hearings, considers all applications for gaming licenses, acts as the local licensing authority, and may issue gaming licenses to charitable or nonprofit organizations.

It is necessary for the Mayor to OPEN A PUBLIC HEARING to hear protests against the issuance or renewal of a license. After public comment has been taken, the Mayor must CLOSE THE PUBLIC HEARING. Council is then able to act on the issuance or renewal of a license.

Requested Action.

To consider the basis for renewal of this gaming license.

Recommendations.

Staff does not make a recommendation whether to approve or deny the application.

Background.

The Benevolent & Protective Order of Elk of the USA Jackson Lodge #1713 was issued a Gaming License in 1995 and has renewed it annually since then. Today's consideration is for the renewal of its gaming license for the calendar year 2022. The application has been shared with the appropriate offices for review with no concerns noted.

Analysis.

Jackson Municipal Code Chapter 5.48.090 "License--Issuance or denial--Display required" provides the following basis for license issuance or denial:

- A. *The governing body of the town may authorize the issuance of a gaming license to any charitable or nonprofit organization it deems a proper recipient.*
- B. *The governing body may restrict a license application as necessary to protect the health, safety and welfare of the citizens of the town.*
- C. *The governing body may refuse to issue a license if it finds any business or other type of relationship between the applicant/licensee and any individual or entity may endanger the health, safety and welfare of the citizens of Jackson.*
- D. *No gaming license shall be issue to any charitable or nonprofit organization until the required license fee has been paid. No refund shall be made to any licensee following the issuance of the license.*

Possible Alternatives.

Continue this item.

Deny this item.

Comprehensive Plan & Priority Alignment.

Maintaining the license at the applicant's premises supports the Town is Heart because it will attract locals to the downtown area and supports the notion of a community hub where people live, work, and play.

Fiscal Impact.

The renewal fee for a gaming license is \$310.00

Staff Impact.

The clerk's office and Legal Department spent approximately 3 hours for processing and review. If approved, staff will spend approximately one additional hour on finalizing the license and filing.

Attachments or Links.

Renewal Application

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

I move to approve the Benevolent & Protective Order of Elk of the USA Jackson Lodge #1713 Renewal Application for a Gaming License for 2022 and direct the Town Clerk to issue the license.

TOWN OF JACKSON GAMING LICENSE APPLICATION

TO BE COMPLETED BY TOWN CLERK: TYPE OF LICENSE APPLIED FOR ☒ BINGO _____ Fee Paid ☐ PULL TABS _____ Adv Cost APPLICATION FOR ☐ New ☒ Renewal ☐ Change of Location	Date of Application <u>11/15/2021</u> Approval of Town Attorney ☐ Approved ☐ Denied Bond Provided? ☒ Yes ☐ No Advertising Dates <u>12/1 ; 12/8 ; 12/15</u> Public Hearing Date <u>12/20/21</u> For the period: <u>1/1/22</u> to <u>12/31/22</u>
--	--

1. Name of Charitable or Non-Profit Organization: <u>Benevolent & Protective Order of Elks of the USA</u>	
2. Trade Name of Applicant: <u>Jackson Elks Club</u>	
3. Business Address (Physical Location): <u>270 W. Broadway, Jackson WY 83001</u>	
4. Mailing Address: <u>Box 1713, Jackson WY 83001</u>	
5. Business Phone: <u>307 733 1713</u>	
6. Contact Name: <u>Alexis Smith</u>	Contact Phone: [REDACTED]
7. Location where gaming activities shall be conducted, if different from business address: <u>N/A</u>	
8. Zoning of Gaming Location: ☒ UC ☐ UC2 ☐ UR ☐ AR ☐ AC ☐ SR ☐ R ☐ BC ☐ NC ☐ NC2 ☐ OP ☐ RB ☐ BP ☐ MHP	
9. Is the premises owned? ☒ Yes ☐ No Is the premises leased? ☐ Yes ☐ No If a lease, attach a true copy of the lease or rental agreement to the application.	
10. Do you own the building where the gaming will be conducted? ☒ Yes ☐ No Do you lease the building where the gaming will be conducted? ☐ Yes ☐ No If a lease, attach a true copy of the lease or rental agreement to the application.	
IF THE PREMISES ARE NOT YET CONSTRUCTED OR ARE TO BE REMODELED, ATTACH AN ARCHITECT'S DRAWING OR SUITABLE FLOOR PLAN OF THE PREMISES, NO LARGER THAN 11X17.	

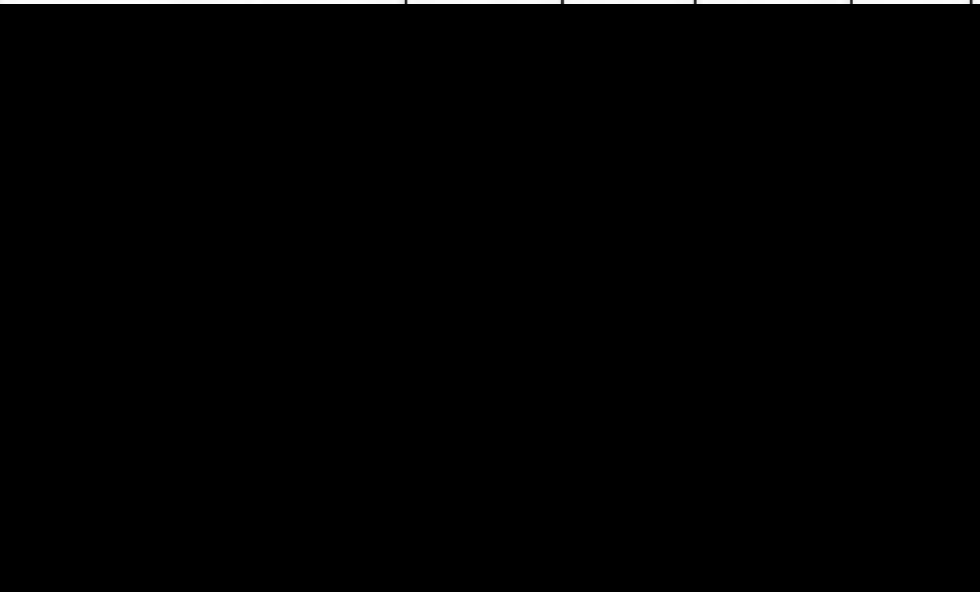
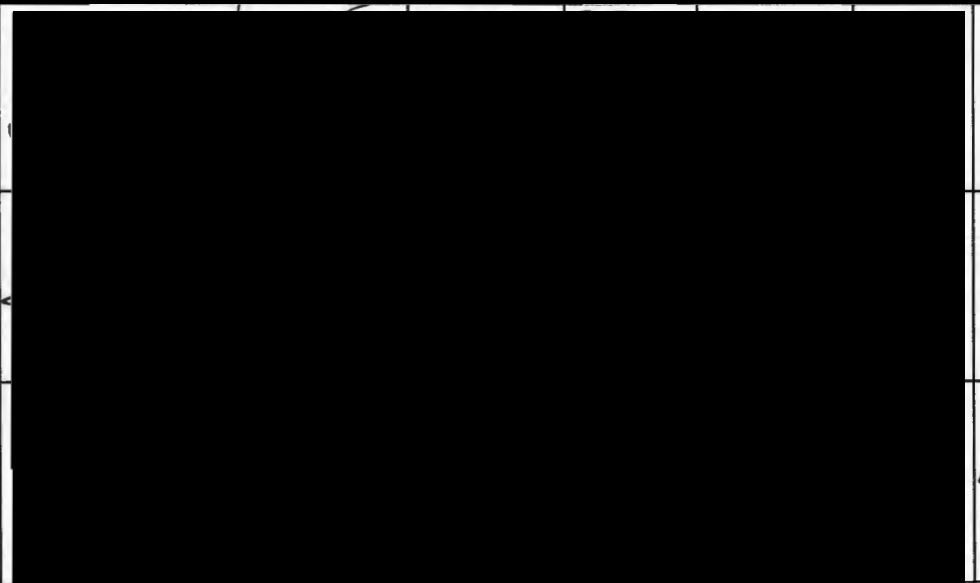
11. CURRENT LOCAL OFFICERS, BOARD OF DIRECTORS, TRUSTEES:

Complete the following for all directors and officers, including their signature.

If a corporation, list all supervisory personnel and shareholders having more than 2% of the outstanding and issued stock.

NAME & SIGNATURE By signing below, I hereby authorize the Chief of Police to conduct a background investigation pursuant to the information provided in this application.	PHYSICAL RESIDENCE ADDRESS	POSITION	HOME PHONE	Wyoming Resident?	DOB	% OF STOCK HELD
Bese Kendero Print [Signature] Signature	[Redacted]	Trustee	[Redacted]	Yes	[Redacted]	NA
Kathleen Godines Print [Signature] Signature	[Redacted]	Exalted Ruler	[Redacted]	Yes	[Redacted]	NA
Lance Ash Print [Signature] Signature	[Redacted]	Lecturing Knight	[Redacted]	Yes	[Redacted]	NA
Robert McLaughlin Print [Signature] Signature	[Redacted]					NA
Brennan McLaughlin Print [Signature] Signature	[Redacted]					NA
Willis H BARTEN Print [Signature] Signature	[Redacted]					NA
Robbi Farrow Print [Signature] Signature	[Redacted]					NA
Georgia Ligor Print [Signature] Signature	[Redacted]					NA

11. List the current local officers, the names, addresses, dates of birth, residency and criminal record of all directors, and officers. If a corporation, list all supervisory personnel and shareholders having more than two percent (2%) of the outstanding and issued stock.

NAME By signing below, I hereby authorize the Chief of Police to conduct a background investigation pursuant to the information provided in this application:	PHYSICAL RESIDENCE ADDRESS	POSITION	HOME PHONE	Wyoming Resident?	DOB	% OF STOCK HELD
<u>Kathleen Godines</u> Print <u>Kathleen Godines</u> Signature						
<u>Brennan McFarlane</u> Print <u>Brennan McFarlane</u> Signature						
<u>Willis H Barten</u> Print <u>Willis H BARTEN</u> Signature						N/A
<u>Pete Kendrick</u> Print <u>Pete Kendrick</u> Signature						N/A
<u>Robbi Farrow</u> Print <u>Robbi Farrow</u> Signature						N/A
<u>Robert McFarlane</u> Print <u>Robert McFarlane</u> Signature						NA
<u>Georgia Ligori</u> Print <u>Georgia Ligori</u> Signature						NA

12. Do any of the above persons listed have a criminal record? If yes, explain fully. ☐ Yes ☐ No

CORPORATION

13.a If this application is made on behalf of a corporation, state the name of the corporation:

Jackson Elks Lodge #1713

b. Is the corporation qualified to do business in Wyoming? ☒ Yes ☐ No
(attach a copy of the Wyoming Secretary of State's authorization to do business in the state of Wyoming.)

c. Date of Incorporation: 1967

d. Brief statement of purpose for which the corporation was organized: To promote justice, charity, fidelity & brotherly love

e. List all corporate officers in spaces provided above in question 11.

14. Is the organization affiliated with a national organization? ☒ Yes ☐ No

Attach a brief statement of the activities of the local organization of the past two years.

Attach a brief statement of what portion, if any, of the proceeds from gaming activities will be given to the national organization.

15. Will you be serving alcohol on the gaming premises? ☒ Yes ☐ No

REQUIRED ATTACHMENTS:

- ☒ License Fee of \$310
- ☒ Advertising Fee of \$100
- ☐ Lease or Rental Agreement for Premises
- ☐ Lease or Rental Agreement for Building
- ☐ Floor Plan on file
- ☐ If a Corporation, the Secretary of State's Authorization to do business in the State of Wyoming. on file
- ☒ Activities of the local organization of the past two years.
- ☒ What Portion of the proceeds will be given to the national organization. 0
- ☒ A Bond, Line of Credit or other form of proof of financial responsibility in the amount of the largest possible daily award of prizes to be offered by the license holder.
- ☒ An Itemized Accounting of all charitable donations made from gaming proceeds
- ☐ A confirmation of your 501(c)(3) tax exempt status from the Internal Revenue Service. on file

Elks Lodge 1713 Activities

Benefits and Fund Raisers

Bingo

Bowling Alley: Leagues, Open Bowl, Private Parties, School Groups

Commercial Kitchen Rental

Community Volunteers

Scholarships

Weddings

Entertainment

Bar Service to Members

Notice of Premium Due 01/01/2021

Amount Due	\$100.00
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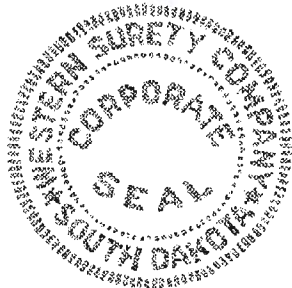
Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 68428885 briefly described as BINGO AND PULL TAB LICENSE TOWN OF JACKSON,
for JACKSON LODGE #1713, BENEVOLENT & PROTECTIVE ORDER OF ELK,
as Principal,
in the sum of \$ TWO THOUSAND AND NO/100 Dollars, for the term beginning January 01, 2021, and ending January 01, 2022, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 24th day of November, 2020.



WESTERN SURETY COMPANY

By

Paul T. Brunat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One BINGO AND PULL TAB LICENSE TOWN OF JACKSON

bond with bond number 68428885

for JACKSON LODGE #1713, BENEVOLENT & PROTECTIVE ORDER OF ELK
as Principal in the penalty amount not to exceed: \$2,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 24th day of November, 2020.

ATTEST

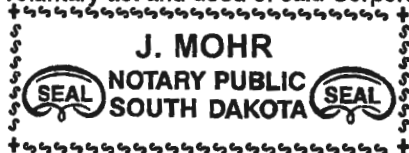
L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 24th day of November, 2020, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr
Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

1:15 PM

11/04/21

Accrual Basis

Elks Lodge 1713
Transaction Detail By Account
 January through December 2020

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
92020 · Bingo Donations to Charities									
920201 · Scholarship									
Check	09/01/2020	1161	University of Wyoming	Fred Houchen...	Bingo		102015 · BofJ...	500.00	500.00
Check	09/01/2020	1162	University of Wyoming	Jim Taylor Sc...	Bingo		102015 · BofJ...	500.00	1,000.00
Check	09/01/2020	1163	University of Oregon	Fred Houchen...	Bingo		102015 · BofJ...	500.00	1,500.00
Check	09/01/2020	1164	New York University	Jim Taylor Sc...	Bingo		102015 · BofJ...	500.00	2,000.00
Check	09/01/2020	1165	LIU-Post	Gabriel Shiers...	Bingo		102015 · BofJ...	500.00	2,500.00
Check	09/01/2020	1166	Central Wyoming C...	Fernando Esc...	Bingo		102015 · BofJ...	500.00	3,000.00
Check	09/01/2020	1167	Acaydia School of A...	Elks Lodge #1...	Bingo		102015 · BofJ...	1,000.00	4,000.00
Check	09/02/2020	1168	Cornell University	Fred Houchen...	Bingo		102015 · BofJ...	500.00	4,500.00
Check	09/02/2020	1169	Prescott College	Fred Houches...	Bingo		102015 · BofJ...	500.00	5,000.00
Check	09/03/2020	1170	Pepperdine University	Fred Houches...	Bingo		102015 · BofJ...	1,000.00	6,000.00
Check	09/04/2020	1171	University of Wyoming	Fred Houchen...	Bingo		102015 · BofJ...	1,000.00	7,000.00
Check	09/04/2020	1172	University of Wyoming	Fred Houchen...	Bingo	X	102015 · BofJ...	0.00	7,000.00
Check	09/04/2020	1173	Colorado State Univ...	Fred Houchen...	Bingo		102015 · BofJ...	500.00	7,500.00
Check	12/19/2020	1176	New York University	Jim Taylor Sc...	Bingo		102015 · BofJ...	500.00	8,000.00
Total 920201 · Scholarship								8,000.00	8,000.00
Total 92020 · Bingo Donations to Charities								8,000.00	8,000.00
TOTAL								8,000.00	8,000.00

1:14 PM

11/04/21

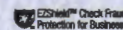
Accrual Basis

Elks Lodge 1713
Transaction Detail By Account
 January 1 through November 4, 2021

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
92020 · Bingo Donations to Charities									
920201 · Scholarship									
Check	05/11/2021	1584	Teton Adaptive Sports	Teton Adaptiv...	Lodge	X	102011 · BofJ...	0.00	0.00
Check	05/11/2021	1177	Teton Adaptive Sports	Bill Paddlefor...	Bingo		102015 · BofJ...	1,000.00	1,000.00
Check	08/17/2021	1178	University of Wiscon...	Scholarship fo...	Bingo		102015 · BofJ...	500.00	1,500.00
Check	08/24/2021	1179	San Diego State Uni...	Elks Scholars...	Bingo		102015 · BofJ...	1,000.00	2,500.00
Total 920201 · Scholarship								2,500.00	2,500.00
Total 92020 · Bingo Donations to Charities								2,500.00	2,500.00
TOTAL								2,500.00	2,500.00

There was no Bingo income 2020-2021
 covid

4838

B.P.O.E. #1713CLUB ACCOUNT
PO BOX 1713
JACKSON, WY 83001-1713
(307) 733-1713307-733-8064
990 WEST BROADWAY
P.O. BOX 7000
JACKSON, WY 83002

99-409/1023

11/3/2021

PAY TO THE
ORDER OF Town of Jackson

\$ **410.00

Four Hundred Ten and 00/100*****

DOLLARS

Town of Jackson

TWO SIGNATURES REQUIRED

*My Callaway*
Rachelle Grolink

AUTHORIZED SIGNATURE

MEMO

B.P.O.E. #1713 • CLUB ACCOUNT

4838

Town of Jackson

11/3/2021

annual gaming license renewal
advertising fee for license renewal310.00
100.00

BofJH Operating 7930

410.00

Security features. Details on back.

STAFF REPORT



Meeting Date:	December 20, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	Item P21-246 - Request for a Subdivision Plat at the property addressed at 10 E. Simpson	Public Comment:	Yes

Purpose & Policy Considerations.

This is the Council's opportunity to review the Subdivision Plat for a condominium subdivision at 10 E. Simpson Avenue.

Requested Action.

The applicant, Bill Schwartz, is requesting to continue this item to a future date. The reason for the delay is to allow the applicant sufficient time to address Plat review comments following technical review and departmental review.

Staff is requesting to continue this item to the February 7, 2022, Town Council meeting.

Suggested Motion.

I move to **continue** item P21-246 to the February 7, 2022, Town Council meeting.

STAFF REPORT



Meeting Date:	December 20, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	Item P21-263 – Subdivision Plat for a 5-lot subdivision for the properties addressed 105 – 165 Nelson Drive.	Public Comment:	Yes

Purpose & Policy Considerations.

This item is coming before Council because a recent Development Plan Amendment (P21-114) was approved to change a previously approved 7-lot subdivision to a 5-lot subdivision. Thus, this Subdivision Plat is required to formalize the subdivision.

Requested Action.

The applicant is requesting approval of a Subdivision Plat for a 5-lot subdivision for the properties addressed at 105-165 Nelson Drive.

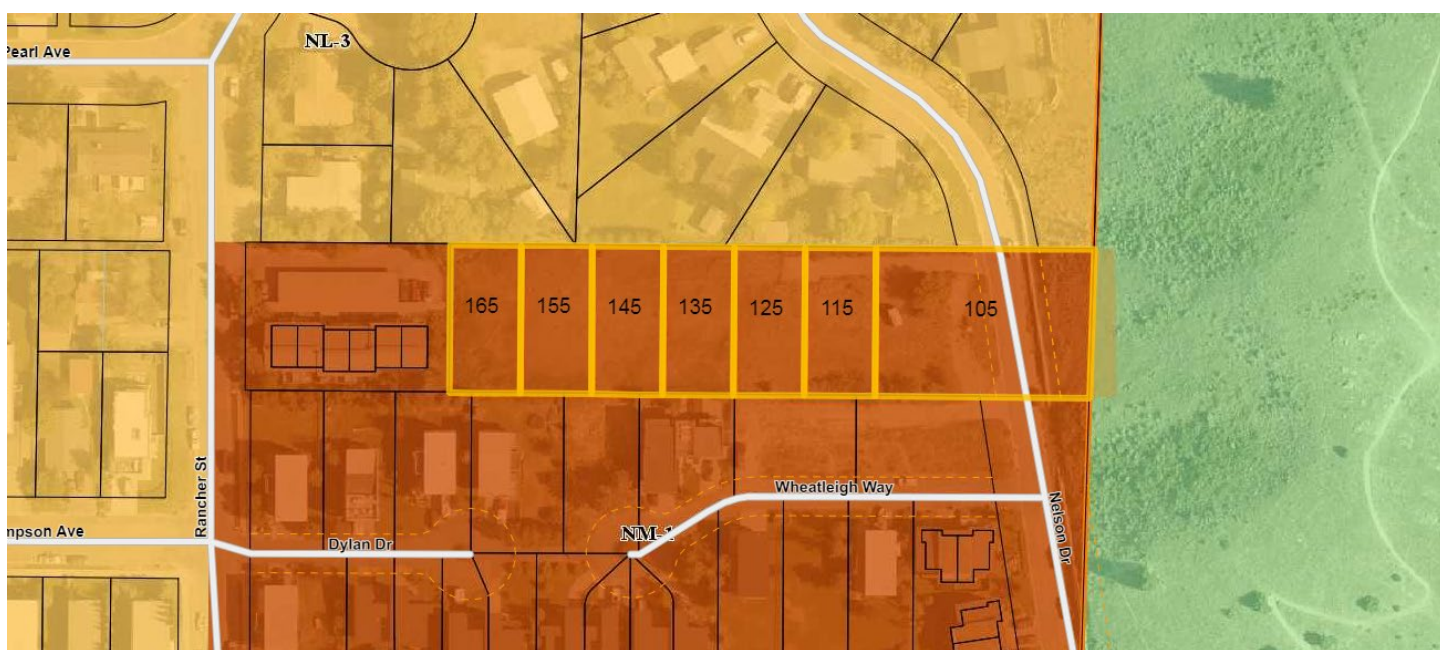
Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for a 5-lot subdivision at the properties addressed at 105-165 Nelson Drive subject to the Land Development Regulations, the department reviews attached hereto, and the following condition(s) of approval:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities 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. Within 60 calendar days of approval of the Subdivision Plat, the applicant shall be refunded the difference in Park and School Exaction fees in the amount of \$12,800.00.
3. Prior to recordation, the applicant shall rename the private road and show the new name on the plat.

Project Location.

The properties are addressed as 105, 115, 125, 135, 145, 155 & 165 Nelson Drive and legally described as Lots 1-7 of Teton Landing Addition to the Town of Jackson. An aerial photo and zoning map are shown on the following page:



Background/Project Description.

The subject properties (Lots 1-7, Teton Landing Addition) are located within the NM-1 zoning district. The surrounding zoning to the north is Neighborhood Low Density – 3 (NL-3), and to the east, west and south are NM-1. The eastern-most lot (Lot 1) is bisected by Nelson Drive and just further east is the Town limits abutting Bridger Teton National Forest.

On September 4, 2019, the Town Council approved a Development Plan (P19-152) for a 7-lot subdivision of the original 2 parcels. Six of the 7 lots were approximately 6,200 sf and the largest lot was 19,000 sf (which includes land within Nelson Drive easement and adjacent hillside). Vehicular access was from Nelson Drive through a 30'-

wide private access easement running along the northern property line. On October 19, 2020, the Town Council approved a Subdivision Plat (P20-140) formalizing the 7-lot subdivision.

On August 2, 2021, the Town Council approved a Development Plan Amendment (P21-114) to reduce the overall number of lots from 7 to 5. Four of the 5 lots are 9,118 sf and the largest lot is 19,798 sf (which includes land within Nelson Drive easement and adjacent hillside). Vehicular access remains off Nelson Drive through a 30'-wide private access easement running along the northern property line. As a condition of approval, the Council also approved a refund of \$12,800.00 for the difference in Park and School Exaction fees since the number of lots was reduced from 7 to 5.

Analysis.

Staff finds that as conditioned, the proposed subdivision plat is in conformance with all past approvals and each lot meets the 3,750 sf minimum lot size for the NM-1 zoning district. As part of the approved Development Plan Amendment (P21-114), the Town Council approved a Park and School Exaction refund in the amount of \$12,800.00 because the number of lots was reduced from 7 to 5. Since the plat triggers the calculation and payment of Park and School Exactions, the refund will be initiated with this plat. A Subdivision Improvement Agreement is required (attached) per the Engineering Department which will ensure that utilities are installed to the satisfaction of the Town Engineer. All utilities are private and not the responsibility of the Town.

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 approved Development Plan Amendment (Item P21-114).

- 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 in regards to 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 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 the 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 and meets the minimum lot size requirement. In addition, the subdivision complies with all other Town Ordinances.

Fiscal Impact.

According to the approved Development Plan Amendment, the Town Council approved a refund for Park and School Exactions in the amount of 12,800.00.

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

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

I move to **approve** a Subdivision Plat (P21-263) for a 5-lot subdivision for the properties addressed at 105-165 Nelson Drive based upon the findings presented in the staff report, the departmental reviews, and subject to the three conditions of approval recommended in this staff report dated December 20, 2021.

FODOR LAW OFFICE, PC

Stefan J. Fodor

P.O. Box 551 / Jackson, WY 83001

307.733.2880 (t) / 307.733.2890 (f)

stefan@fodorlaw.com

October 12, 2021

Via Email Only

Town of Jackson, Planning & Building Department

Email: planning@jacksonwy.gov

RE: Teton Landing Subdivision Plat Application to 5 lots

Dear Annette:

Please find enclosed a subdivision plat application on behalf of our client, Teton Landing, LLC. The enclosed application includes the following:

1. Application
2. Letter of Authorization
3. Property Deeds
4. Subdivision Narrative
5. Plat
6. Draft Affidavits of Acknowledgement
7. Draft Restated Covenants, Conditions & Restrictions for the Teton Landing Subdivision
8. Draft Notice of Intent to Subdivide
9. Title Report from Wyoming Title & Escrow
10. Amended Subdivision Improvements Agreement

I will be paying the \$1,000 application fee by check and will coordinate with you on delivery. Thank you and please contact me with any questions.

Regards,


Fodor Law Office, PC
Stefan J. Fodor

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: Teton Landing Replat to 5 lots

Physical Address: Nelson Drive

Lot, Subdivision: Teton Landing addition to the Town of Jackson: Lot 8-12

PIDN: See attached Exhibit A with PIDNs

PROPERTY OWNER.

Name: Teton Landing, LLC

Phone: 307-733-2880

Mailing Address: PO Box 1677, Jackson, Wyoming

ZIP: 83001

E-mail: sdarwiche@hoteljackson.com

APPLICANT/AGENT.

Name: Fodor Law Office c/o Stefan Fodor

Phone: 307-733-2880

Mailing Address: 120 E. Pearl Avenue, Jackson, Wyoming

ZIP: 83001

E-mail: stefan@fodorlaw.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 #: _____ 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

Stefan J. Fodor

Name Printed

10.8.21

Date

Attorney

Title

LETTER OF AUTHORIZATION

Teton Landing LLC

, "Owner" whose address is: _____

PO Box 1677, Jackson, Wyoming 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Teton Landing LLC

, as the owner of property

more specifically legally described as: _____

Lots 1 -7 of the Teton Landing Addition to the Town of Jackson, Wyoming according to that plat recorded in the Office

of the Teton County Clerk on February 2, 2021 as Plat No. 1422

(If too lengthy, attach description)

HEREBY AUTHORIZES Fodor Law Office

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: managing Member

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

STATE OF Wyoming

)

COUNTY OF Teton

)SS.

)

The foregoing instrument was acknowledged before me by Sadek Darwiche this 8th day of OCTOBER, 2021.

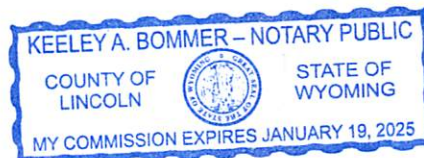
WITNESS my hand and official seal.

Keeley A. Bommer

(Notary Public)

My commission expires: 1/19/2025

(Seal)



RELEASED	☐
INDEXED	☐
ABSTRACTED	☒
SCANNED	☒

QUITCLAIM DEED

Stage Stop, Inc., a Wyoming Corporation, GRANTOR, of Teton County, Wyoming, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby CONVEYS AND QUITCLAIMS TO Teton Landing LLC, a Wyoming limited liability company, GRANTEE, whose address is PO Box 1677, Jackson, WY 83001, all right, title and interest in and to 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:

A portion of the NE1/4 NE1/4 of Section 34, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, more particularly described as follows

Parcel 1:

Beginning at corner Number One of the tract conveyed, which is the Northeast corner of said tract. This corner is 128 feet West and 660 feet South of the Northeast corner of Section 34, Township 41 North, Range 116 West. From Corner No. 1, proceeding West 382 feet to Corner No. 2;

thence South 114 feet to Corner No. 3;

thence East 382 feet to Corner No. 4;

thence North 114 feet to the place of beginning.

PIDN: 22-41-16-34-1-00-001

GRANTOR: STAGE STOP INC

GRANTEE: TETON LANDING LLC

Doc 0962961 Filed At 16:33 ON 01/08/19

Sherry L. Daigle Teton County Clerk fees: 15.00

By Mary D Antrobus Deputy

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 Quitclaim Deed this 7th day of ~~September, 2018~~ January, 2019.

Stage Stop, Inc., a Wyoming Corporation

By: [Signature]
Sadek Darwiche, President

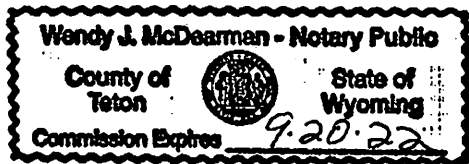
State of Wyoming)

:ss

County of Teton)

On this 7th day of January, 2019, before me a Notary Public in and for the State of Wyoming, personally appeared Sadek Darwiche, President of Stage Stop, Inc., A Wyoming Corporation, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.



(SEAL)

[Signature]
Notary Public

My Commission Expires: 9.20.22

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

QUITCLAIM DEED

Stage Stop, Inc., a Wyoming Corporation, GRANTOR, of Teton County, Wyoming, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby CONVEYS AND QUITCLAIMS TO Teton Landing LLC, a Wyoming limited liability company, GRANTEE, whose address is PO Box 1677, Jackson, WY 83001, all right, title and interest in and to 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:

A portion of the NE1/4 NE1/4 of Section 34, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, more particularly described as follows

Parcel 2:

Beginning 660 feet South of the Northeast corner of Section 34, Township 41 North, Range 116 West;

thence running West 128 feet;

thence South 114 feet;

thence East 128 feet;

thence North 114 feet to the place of beginning.

PT NE1/4NE1/4 SEC 34, TWP 41, RNG 116.

PIDN: 22-41-16-34-1-00-001

GRANTOR: STAGE STOP INC

GRANTEE: TETON LANDING LLC

Doc 0962962 Filed At 16:34 ON 01/08/19

Sherry L. Daigle Teton County Clerk fees: 15.00

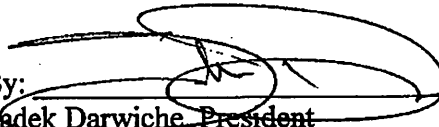
By Mary D Antrobus Deputy

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 Quitclaim Deed this 7th day of ~~September, 2018~~ January, 2019.

SD.

Stage Stop, Inc., a Wyoming Corporation

By: 
Sadek Darwiche, President

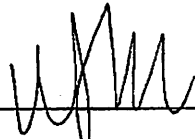
State of Wyoming)

:SS

County of Teton

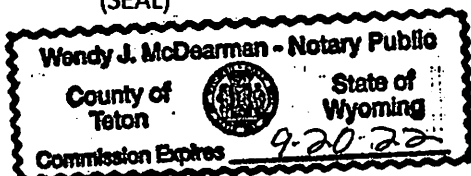
On this 7th day of January, 2019, before me a Notary Public in and for the State of Wyoming, personally appeared Sadek Darwiche, President of Stage Stop, Inc., A Wyoming Corporation, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public

(SEAL)



My Commission Expires: 9-20-22

Subdivision Plat Application Narrative

Teton Landing, LLC

Teton Landing LLC ("Applicant") owns Lots 1-7 of the Teton Landing Addition to the Town of Jackson, Wyoming according to that plat recorded in the Office of the Teton County, Wyoming Clerk on February 2, 2021 as Plat No. 1422 ("Property"). The Property is zoned NM-1 and there are currently no structures on the Property. The Town approved a Development Plan for the Property in 2019 for 7 lots (P19-152; P19-285), a Subdivision Plat for the Property on October 19, 2020 for 7 lots (P20-140) and a Development Plan Amendment for the Property in 2021 for 5 lots on August 2, 2021 (P21-114).

As detailed in the Development Plan Amendment, the Applicant desires to reduce the number of lots on the Property from 7 lots to 5 lots with this application ("Application"). As seen on the proposed plat enclosed herewith, Lots 9-12 are proposed to be approximately 9,118 square feet or .21 acre per lot. Lot 8 is proposed to be approximately 19,798.4 square feet or .45 acre. Lot 8 is significantly larger as it encompasses steep slopes along its eastern side and Nelson Drive.

Access to the Property will be nearly identical to what exists today and what was shown on the original Subdivision Plat. That is, access to the lots will be from a private, 30-foot access and utility easement from Nelson Drive to the eastern boundary of Lot 12. This access easement will contain a 20-foot private road and 5 feet on either side of the road for utilities and snow storage, in accordance with the LDR standards for private roads. The Applicant proposes to vacate a portion of the 30-foot-wide access and utility easement on the new Lot 12 (which easement was granted to owners within the subdivision and to the Town of Jackson with the recordation of the Subdivision Plat). This vacation is shown on the new 5-lot subdivision plat.

This Application and the proposed lot sizes are in keeping with the surrounding neighborhood character, and will provide an appropriate transition from the single-family duplexes and townhomes to the south of the Property where lot sizes range from 3,500 square feet to 7,500 square feet (zoned NM-1) to those lots to the north of the Property where the average lot sizes range from 8,700-17,000 square feet (zoned NL-3).

DEV Plan Findings

This Application, and specifically the applicant's proposal to reduce approved density from 7 lots to 5 lots, satisfies the criteria for approval of a Development Plan under the Town of Jackson Land Development Regulations ("LDRs"), Section 8.3.3(C).

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

The Applicant's proposed subdivision and residential development are consistent with the future character area as described in the Jackson/Teton County Comprehensive Plan. The Comprehensive Plan designates the Property as being within the District 3 "Town Residential

Core” and Subarea 3.4 May Park Area. The future character of these subareas is to “maintain the existing medium to high density development pattern” with a mix of single-family lots and other development types. Here, the applicant is reducing the number of lots previously approved for the Property and is increasing overall lot size, thereby offering a better transition from the smaller lots of the Daisy Bush subdivision to the south of the Property to the larger lots within the Nelson subdivisions to the north of the Property. The access drive is consistent with the access drives in surrounding neighborhoods and will provide adequate access to each lot. The proposed lots exceed the minimum lot size requirement of the zone.

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

No portion of this Property is in the NRO or the SRO.

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

The 5 lots proposed by the applicant will have less impact on public facilities and services than the 7 lots currently approved for the Property. Appropriate school and park exactions will be paid for any *additional* impact this proposal has on parks and schools, though as shown in the enclosed park and school exaction sheets, we anticipate the park and school exactions for the 5-lot subdivision to be less than the 7-lot subdivision so additional exaction fees may not be owed. See LDRs, Section 7.5.2. Water and sewer connections and improvements are depicted on the revised Utility Plan submitted with the Development Plan Amendment. All structures will be fire sprinklered to mitigate the need for a hammerhead turnaround for fire access. This requirement is included as a note on the Subdivision Plat and in the Restated CCRs for the subdivision replat. This requirement will also be included on any future subdivision plat and amended CCRs for the subdivision.

An Amended Subdivision Improvements Agreement is filed with this application.

Housing mitigation fees are not due at this time. The required housing mitigation fees will be paid at the appropriate time and will be based on the number and size of the homes on the Property.

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

The proposed subdivision does not include physical development and, therefore, the TOJ Design Guidelines do not apply at this time.

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

The proposed development complies with all relevant standards of the LDRs and other Town ordinances. The proposed lot sizes exceed the minimum lot size required in the NM-1 zoning district (3,750 square feet). Physical development on the Property will comply with applicable setbacks, FAR, and similar physical development standards.

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

The proposed development is consistent with approved standards and conditions for the Property but is less dense than what was previously approved for the Property. The prior Development Plan and Subdivision Plat approvals required a 30-foot-wide access and utility easement to the lots and a note on the final Subdivision Plat that all habitable structures have fire sprinklers so long as the road does not include a fire turnaround. These conditions are reflected on the Development Plan Amendment and are also reflected on the amended Subdivision Plat and the recorded covenants, conditions and restrictions for the Property.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF TETON)

)) ss

I, Mark Fellermann, a Professional Land Surveyor of Jackson, Wyoming, hereby certify, to the best of my knowledge and belief:

that this plat was made from the notes of an actual survey conducted under my direction during October of 2018 and April of 2019, and from records on file with the Office of the Clerk of Teton County, and that it correctly represents the points and corners found at the time of said survey;

that this plat correctly represents the final plat of the TETON LANDING ADDITION TO THE TOWN OF JACKSON SECOND FILING within the NE1/4NE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming;

that the TETON LANDING ADDITION TO THE TOWN OF JACKSON SECOND FILING IS IDENTICAL to that land shown on Plat No. 1422 recorded in the Office of the Clerk of Teton County, Wyoming;

BEGINNING at a point on the east line of said Section 34, said point lying S 1°43'42" W, 660.15 feet from the northeast corner of said Section 34, and marked by a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey;

THENCE S 1°43'42" W, 114.00 feet, along said east line to a point marked by a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey;

THENCE N 89°30'29" W, 492.38 feet, departing said east line to a point marked by a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey;

THENCE N 0°23'39" E, 113.98 feet to a point marked by an aluminum cap inscribed "PLS 578" found this survey;

THENCE S 89°30'26" E, 495.04 feet to the POINT OF BEGINNING;

Said parcel encompasses 1.29 acres, more or less.

Subject to easements, rights-of-way, reservation, and restrictions, of sight and/or record, including but not limited to those shown hereon.

The basis of bearings for this survey is referenced to a direct GPS measurement and is considered geodetic (geodetic north using WGS84 and NAD83), resulting in a bearing of N 1°43'42" E along the east line of the NE1/4NE1/4 of Section 34, as shown hereon.

Mark Fellermann
Wyoming Professional Land Surveyor No. 16012

ACKNOWLEDGMENT

STATE OF WYOMING)
COUNTY OF TETON)

))ss

The foregoing instrument was acknowledged before me by Mark Fellermann on this _____ day of _____, 2021.

Witness my hand and official seal.

Notary Public My commission expires:

CERTIFICATE OF ACCEPTANCE

STATE OF WYOMING)
COUNTY OF TETON)

)) ss

The foregoing TETON LANDING ADDITION TO THE TOWN OF JACKSON SECOND FILING was approved at the regular meeting of the Town Council held on the _____ day of _____, 2021 in accordance with Section 15-1-415, Wyoming Statutes, and the Town of Jackson Land Development Regulations.

SIGNATURE BY SEPARATE AFFIDAVIT
Hailey Morton Levinson, Mayor

SIGNATURE BY SEPARATE AFFIDAVIT
Brian Lenz, Town Engineer

Attest:
ATTESTATION INCLUDED ON MAYOR'S SEPARATE AFFIDAVIT
Lynesey Lenamond, Clerk

SIGNATURE BY SEPARATE AFFIDAVIT
Paul Anthony, Planning Director

CERTIFICATE OF MORTGAGEE

Consent of Mortgagee, Bank of Jackson Hole, by separate affidavit recorded contemporaneously.

LEGEND

- Indicates a 24-inch long, 5/8-inch diameter rebar with an aluminum cap inscribed "PLS 16012" set this survey
- Indicates an aluminum cap inscribed "PLS 4270" found this survey
- ⦿ Indicates an aluminum cap inscribed "PLS 578" found this survey
- Ⓢ Indicates an aluminum cap with illegible markings
- Ⓢ Indicates a brass cap inscribed "RLS 164" with other appropriate markings found this survey
- Ⓢ Indicates BLM brass cap with appropriate markings found this survey
- || Indicates a 5/8-inch diameter rebar found this survey

Measured Property Boundary
Adjoining Property Boundary
Record Easement Line
Vacated Easement Line
Section Line
Ditch Setback Line
Top of Bank
Measured Bearing and Distance
S 89°12'57" E 110.12'

GENERAL NOTES

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND DISTRIBUTION SYSTEMS VIA A PRIVATE DISTRIBUTION SYSTEM. NO PUBLIC MAINTENANCE OF THE PRIVATE WATER DISTRIBUTION SYSTEM

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION AND TREATMENT SYSTEMS VIA PRIVATE COLLECTION MAINS AND SERVICES. NO PUBLIC MAINTENANCE OF THE PRIVATE COLLECTION MAINS AND SERVICES

THIS SUBDIVISION IS ACCESSED FROM THE TOWN OF JACKSON'S NELSON DRIVE VIA A PRIVATE ROAD. NO PUBLIC MAINTENANCE OF THE PRIVATE ROAD

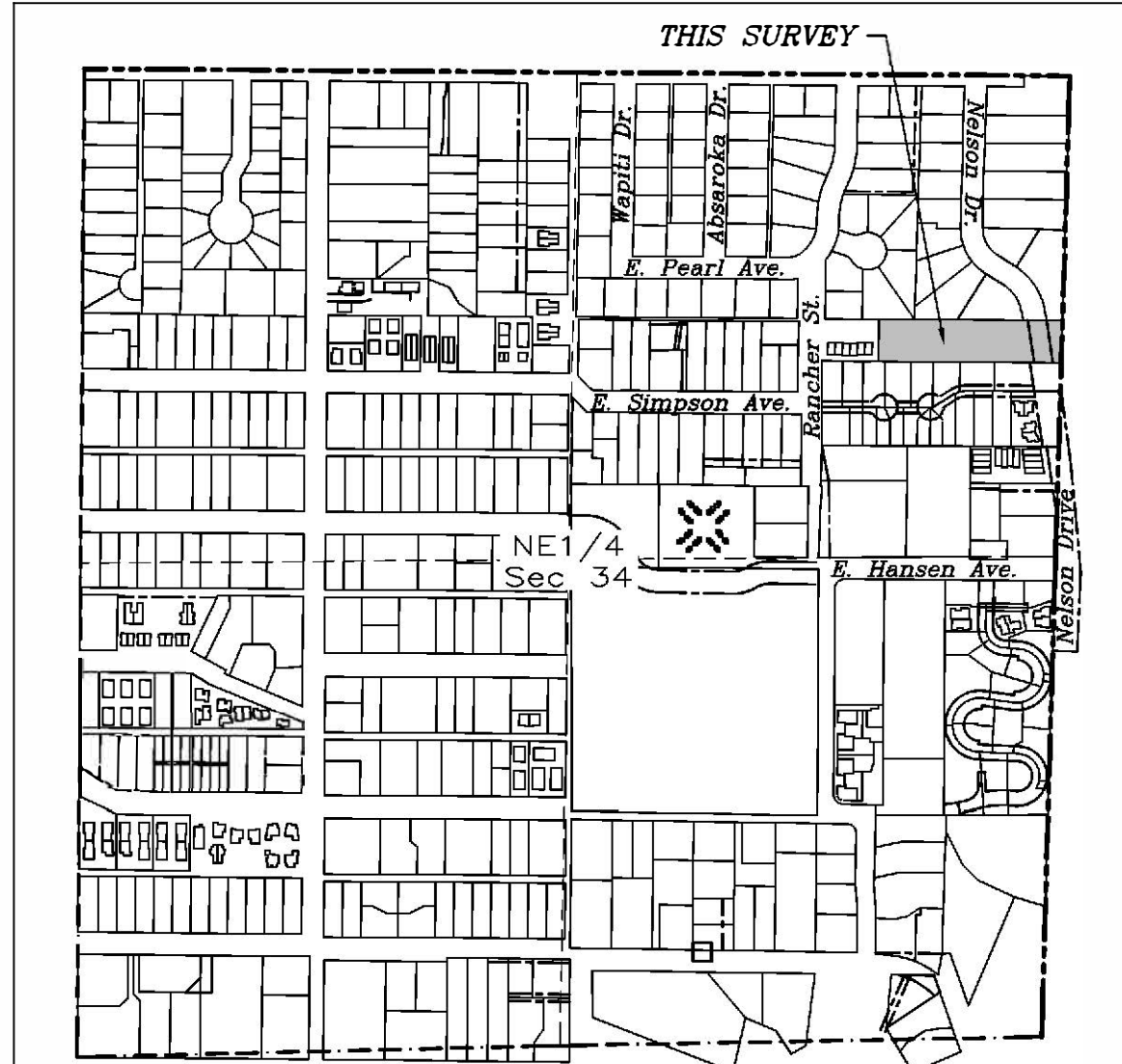
THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO THE FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE

FIRE SPRINKLERS ARE REQUIRED IN ALL HABITABLE STRUCTURES WITHIN THIS SUBDIVISION SO LONG AS THE COMMON ROAD DOES NOT INCLUDE A FIRE TURNAROUND.

SELLER DOES NOT WARRANT TO PURCHASER THAT THE PURCHASER SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM OR RIVER OR ADJACENT TO THE PROPOSED SUBDIVISION

THE U.S. GEOLOGICAL SURVEY'S INTERACTIVE QUATERNARY FAULTS DATABASE SHOWS NO KNOWN FAULTS WITHIN THE PROPOSED SUBDIVISION

VICINITY MAP



Showing NE1/4 of Section 34
T. 41 N., R. 116 W., 6th P.M.,
Teton County, Wyoming

Scale: 1"=500'

CERTIFICATE OF OWNER

STATE OF WYOMING)
COUNTY OF TETON)

)) ss

The undersigned owner and proprietor hereby certifies that the foregoing subdivision of those parcels shown on Plat No. 1422 recorded in the Office of the Clerk of Teton County, Wyoming, lying within the NE1/4NE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Town of Jackson, Teton County, Wyoming as shown hereon is with their free consent and in accordance with their desires:

that the name of the subdivision shall be TETON LANDING ADDITION TO THE TOWN OF JACKSON SECOND FILING;

that this subdivision contains five lots, LOT 8 through LOT 12, as shown hereon;

that this subdivision is subject to that ~~Subdivision Improvement Agreement between Teton Landing LLC and the Town of Jackson, recorded as Document No. 1008116 in said Office;~~ Amended Subdivision Improvement Agreement recorded this same date,

that the 30' wide Common Road access and utility easement granted per Plat No. 1422 is hereby vacated across Lot 12;

that the non-exclusive easement in, on, over and across the 30' wide Common Road easement granted per Plat No. 1422 to the Town of Jackson, its successors and assigns, is hereby vacated across Lot 12, as shown hereon.

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

that the TETON LANDING ADDITION TO THE TOWN OF JACKSON SECOND FILING is in accordance with, and subject to the terms and conditions of the Development Plan Amendment (P21-114), as approved by the Town of Jackson Town Council on the 2nd day of August, 2021, and any subsequent amendments thereto, all of record in the Town of Jackson Planning and Building Department.

that this subdivision is subject to a Utility Easement granted to the Town of Jackson, including terms and conditions contained therein, recorded as Document No. 617557 in the Office of the Clerk of Teton County, Wyoming;

that this subdivision is subject to a Roadway and Utility Easement granted to the Town of Jackson, including terms and conditions contained therein, recorded as Document No. 617556 in the Office of the Clerk of Teton County, Wyoming, and shown hereon as Nelson Drive;

that this subdivision is subject to a right-of-way easement to the Town of Jackson for a Water Main Pipe Line, including terms and conditions contained therein, recorded in Deed Book 6, Page 15 in the Office of the Clerk of Teton County, Wyoming;

that this subdivision is subject o a right-of-way easement to the United States of America for a Water Pipe Line, including terms and conditions contained therein, recorded in Deed Book 6, Page 30 in the Office of the Clerk of Teton County, Wyoming;

that no surface water rights are attached to this subdivision;

that access across all roads, driveways, and parking areas located within said subdivision is hereby granted to emergency vehicles including police, ambulances, and fire department vehicles;

that the undersigned owner hereby reserves unto itself, and its heirs, successors, and assigns, the right to perform all necessary construction activities in, under, over, upon, and across the foregoing subdivision to grade, install 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 undersigned owner hereby reserves unto itself, and its heirs, successors, and assigns, the right to vacate and re-plot any lot(s) of the foregoing subdivision and or perform a boundary adjustment within the foregoing subdivision for all lots that remain in the ownership of the undersigned;

that this subdivision is subject to that Declaration of Covenants, Conditions and Restrictions for Teton Landing Subdivision recorded as Document No. 1008116 in said Office;

that this subdivision is subject to any other easements, restrictions, reservations, rights-of-way, and conditions of sight and/or record including, but not limited to those shown hereon;

that all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby waived and released.

Sadek Darwiche, Manager, Teton Landing LLC, a Wyoming Limited Liability Company

ACKNOWLEDGMENT

STATE OF WYOMING)
COUNTY OF TETON)

))ss

The foregoing instrument was acknowledged before me by Sadek Darwiche, Manager, Teton Landing LLC a Wyoming Limited Liability Company, on this _____ day of _____, 2021.

Witness my hand and official seal.

Notary Public My commission expires:

FINAL PLAT
Teton Landing Addition
to the Town of Jackson
Second Filing
Being a portion of
NE1/4NE1/4 of Section 34
T. 41 N., R. 116 W., 6th P.M.
Teton County, Wyoming

CONSULTANTS

Y2

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

y2consultants.com
307 733 2999

Final Plat

PROJECT NUMBER: 18202
DRAWING DATE: 2/24/2021
FINAL REVISION DATE: MWW
DRAWN BY: MWW
REVIEWED BY: MWW

OWNER

Teton Landing LLC
PO Box 1677
Jackson, WY 83001

SURVEYOR

Y2 Consultants, LLC
180 S Willow Street
PO Box 2870
Jackson, WY 83001
Phone: 307-733-2999

SUBDIVISION INFORMATION
Number of Lots: 5
Average Area/Lot: 0.26 acres
Total Project Area: 1.29 acres

SHEET:

1 of 1

Affidavit of Acknowledgment and Acceptance of Plat

KNOW ALL MEN BY THESE PRESENTS:

_____, _____, Teton Landing, LLC
("Teton Landing"), a Wyoming limited liability company, being first duly sworn, does hereby depose and
say:

1. Teton Landing is the owner of the subdivision known as Teton Landing Addition to the Town of Jackson, Teton County, Wyoming according to Plat Number 1422 recorded in the Office of the Clerk of Teton County, Wyoming on February 2, 2021.
2. That I have examined a copy of the Plat of Teton Landing Addition to the Town of Jackson, Second Filing, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2021, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. That I hereby consent to the re-plat of the subdivision as described in the Certificate of Surveyor and the Certificate of Owner found on said Plat;
4. That I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Owner as contained on said Plat.

Teton Landing, LLC,
a Wyoming limited liability company

By:
Its:

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____ for Teton Landing, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the _____ of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

Notary Public

Affidavit of Acknowledgment and Acceptance of Final Plat

KNOW ALL MEN BY THESE PRESENTS:

Tyler Sinclair, Community Development Director for the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Tyler Sinclair, Community Development Director for the Town of Jackson;
2. That I have examined a copy of the Plat of Teton Landing Addition to the Town of Jackson, Second Filing, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2021, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
3. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said final plat.

DATED this ____ day of October, 2021.

Town of Jackson, a municipal corporation
of the State of Wyoming

By: Tyler Sinclair, Community Development Director

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by Tyler Sinclair, Community Development Director for the Town of Jackson, a municipal corporation of the State of Wyoming, this ____ day of October, 2021.

Witness my hand and official seal.

Notary Public

Affidavit of Acknowledgment and Acceptance of Final Plat

KNOW ALL MEN BY THESE PRESENTS:

Paul Anthony, Director of Planning for the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Paul Anthony, Director of Planning for the Town of Jackson;
2. That I have examined a copy of the Plat of Teton Landing Addition to the Town of Jackson, Second Filing, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2021, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
3. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said final plat.

DATED this ____ day of October, 2021.

Town of Jackson, a municipal corporation
of the State of Wyoming

By: Paul Anthony, Director of Planning

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by Paul Anthony, Director of Planning for the Town of Jackson, a municipal corporation of the State of Wyoming, this _____ day of October, 2021.

Witness my hand and official seal.

Notary Public

Affidavit of Acknowledgment and Acceptance of Final Plat

KNOW ALL MEN BY THESE PRESENTS:

Brian Lenz, Town Engineer for the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Brian Lenz, Town Engineer for the Town of Jackson;
2. That I have examined a copy of the Plat of Teton Landing Addition to the Town of Jackson, Second Filing, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2021, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
3. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said final plat.

DATED this ____ day of October, 2021.

Town of Jackson, a municipal corporation
of the State of Wyoming

Brian Lenz, Town Engineer

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by Brian Lenz as Town Engineer for the Town of Jackson, a municipal corporation of the State of Wyoming, this ____ day of October, 2021.

Witness my hand and official seal.

Notary Public

Affidavit of Acknowledgment and Acceptance of Plat

KNOW ALL MEN BY THESE PRESENTS:

_____, _____, Bank of Jackson Hole, a Wyoming banking corporation, being first duly sworn, does hereby depose and say:

1. That Bank of Jackson Hole is the mortgagee under that mortgage of record in the Office of the Clerk of Teton County, Wyoming recorded as Document Number 0955047, recorded on August 17, 2018, which affects title to real property according to those quitclaim deeds recorded in said Office as Document Numbers 0962961 and 0962962 on January 8, 2019.
2. That I have examined a copy of the Plat of Teton Landing Addition to the Town of Jackson, Second Filing, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2021, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. That I hereby consent to the subdivision as described in the Certificate of Surveyor and the Certificate of Owner found on said Plat;
4. That I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Mortgagee as contained on said Plat.

BANK OF JACKSON HOLE, a Wyoming banking corporation

By:
Its:

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____ for Bank of Jackson Hole, a Wyoming banking corporation, and known to me, or proven by satisfactory evidence, to be the _____ of the banking corporation that executed the foregoing instrument and acknowledged said assignment to be the free and voluntary act and deed of the corporation, by authority of Statute, its articles of incorporation or its corporate bylaws, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the banking corporation.

Notary Public

Affidavit of Acknowledgment and Acceptance of Final Plat

KNOW ALL MEN BY THESE PRESENTS:

Hailey Morton Levinson, Mayor of the Town of Jackson, a municipal corporation of the State of Wyoming, does hereby depose and say:

1. that I am Hailey Morton Levinson, Mayor of the Town of Jackson;
2. That I have examined a copy of the Plat of Teton Landing Addition to the Town of Jackson, Second Filing, being located within NE1/4 NE1/4 of Section 34, Township 41N, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2021, to be recorded in the Office of the Clerk of Teton County, Wyoming;
3. that I hereby approve the subdivision as pursuant to the Certificate of Acceptance found on said plat;
3. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Acceptance as contained on said final plat.

DATED this ____ day of October, 2021

Town of Jackson, a municipal corporation
of the State of Wyoming

By: Hailey Morton Levinson, Mayor

ATTEST

Sandra P. Birdyshaw, Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as the Mayor of the Town of Jackson, a municipal corporation of the State of Wyoming, and Sandra P. Birdyshaw, as the Town Clerk for the Town of Jackson, a municipal corporation of the State of 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.

Notary Public

**RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TETON
LANDING SUBDIVISION**

This Restated Declaration of Covenants, Conditions and Restrictions for Teton Landing Subdivision ("Declaration") is made by Teton Landing LLC, a Wyoming limited liability company, its successors and assigns ("Declarant"), as owner of the subdivision known as Teton Landing Addition to the Town of Jackson, Second Filing, Teton County, Wyoming, according to that plat recorded in the Office of the Clerk of Teton County, Wyoming on _____, 2021 as Plat No. _____ ("Property").

NOW THEREFORE, the Declarant hereby vacates those Declaration of Covenants, Conditions and Restrictions for Teton Landing Subdivision recorded February 2, 2021 as Document No. 1008116 in the Teton County Clerk's Office of Land Records and imposes this Declaration on the Property. The Property shall be held, sold and conveyed subject to the following Declaration, which is for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I – Definitions

Association. The Teton Landing Homeowners Association, a Wyoming nonprofit corporation, its successors and assigns, shall be charged with enforcing this Declaration. 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. For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Association and Board until the Declarant Termination, unless the Declarant delegates, in writing, certain rights to the Association prior to such time.

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". For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Board until the Declarant Termination, unless the Declarant delegates, in writing, certain rights to the Board prior to such time.

Common Road. The 30-foot easement along the northern boundary of the Property which provides access to the Lots, and as more particularly depicted on the Plat, and shall serve as the Common Road. All Owners, their guests, licensees, invitees, and tenants shall have a right and easement of access, use and enjoyment in and to the Common Road, which shall be appurtenant to and shall pass with the title to every Lot. The Association shall be responsible for the maintenance, repair and plowing of the Common Road, and these expenses shall be considered Common Expenses. The Common Road shall be a private road at all times.

Common Utilities. The Declarant shall install, maintain and repair utilities within the Common Road. With regards to water and sewer, the Association shall maintain the private water and sewer lines from the point of entry into the sewer and water mains of the Town of Jackson to the point of entry to the individual structures on a Lot. Maintenance and repair expenses associated with utilities Common Road and any other utilities for which the Association is responsible for repairing and maintaining shall be considered Common Expenses.

Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Property, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

Community-Wide Standard. The standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard shall be established initially by the Declarant and may be more specifically defined in the Design Guidelines, the Master Rules and Regulations, and in Board resolutions.

Declarant. Teton Landing LLC, a Wyoming limited liability company, or any successor or assign who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. The Declarant shall have the power to exercise all rights set forth in this Declaration until the Declarant Termination.

Declarant Termination. All of the Declarant's rights granted under this Declaration shall remain in full force and effect until 3 of the Lots are sold to Owners (other than Declarant). At the Declarant Termination, all powers, rights and responsibilities of the Declarant set forth in the Governing Documents shall be automatically terminated, relinquished, assigned and shall vest in the Association as forth herein. The Board is authorized to file an affidavit of the facts surrounding the Declarant Termination. Prior to the Declarant Termination, any reference herein to the Board or Association shall be deemed to be a reference to the Declarant as the Declarant shall exercise all such rights, unless delegated by a written instrument to the Board or Association as the case may be. After Declarant Termination, any reference to Declarant herein, unless otherwise explicitly noted, shall be deemed a reference to the Association.

Design Guidelines. The architectural, design and construction guidelines and review procedures adopted by the Declarant, as they may be amended.

Governing Documents. A collective term referring to this Declaration, the Bylaws, the Articles, the Design Guidelines, Community-Wide Standards, and the Master Rules and Regulations, as they may be amended or supplemented from time to time, as well as any resolutions of the Board or the Association duly adopted pursuant to the Bylaws.

Lot. All numbered, single-family residential lots depicted on the Plat.

Master Rules and Regulations. The Master Rules and Regulations applicable to the Property, which have been adopted by the Board.

Member. A Person subject to membership in the Association pursuant to this Declaration.

Mortgage. A mortgage, a deed to secure debt, or any other form of security instrument affecting

title to any Lot or all or any portion of the Property. "Mortgagee" shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

Owner. One or more Persons who hold the record title to any Lot but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Person. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

Plat. Teton Landing Addition to the Town of Jackson, Second Filing, Teton County, Wyoming, which plat was recorded in the Office of the Clerk of Teton County, Wyoming on _____, 2021, as Plat No. _____.

Property. The real property shown on the Plat, together with all buildings and improvements thereon.

Article II – Property Rights in Common Road

Section 1. Common Road Easement. All Owners and their guests, licensees, invitees and tenants shall have an easement over the Common Road for access, use and enjoyment, and such easement shall be appurtenant to and shall pass with the title to every Lot. The Declarant reserves for itself and its assigns an easement over, under and through the Common Road for access, maintenance (which shall include snow removal and snow storage), and the installation and maintenance of underground utilities and any necessary above-ground appurtenances required by utility providers. The Common Road shall remain a private road at all times. Motor vehicles are prohibited from parking on the Common Road, except as specifically allowed in writing by Declarant for maintenance of the Common Road or the Lots. The Declarant reserves the right to impose rules and regulations on the use of the Common Road.

Section 2. Delegation of Use of the Common Area. Any Owner may delegate his or her right of enjoyment to the Common Road to the members of his or her immediate family, guests or tenants who reside on a Lot.

Article III—Development and Use Restrictions

All development and use of Lots within the Property shall conform to the following requirements, and to the rules and regulations and Design Guidelines promulgated hereunder:

Section 1. Authorized Use. Only single-family residential use shall be permitted but such use shall not preclude the construction of a guest house.

Section 2. Prohibited Uses. No commercial, industrial, or other non-single-family residential use shall be permitted on any Lot with the exception of a "home business" use, provided the "home business" is (1) authorized by the Town of Jackson Land Development Regulations, (2) contained wholly within the dwelling unit on a Lot, (3) no employees regularly work on the Lot, (4) no clients or customers regularly visit the Lot, (5) no commercial deliveries (other than UPS, Fed Ex and the like) are made to the Lot, (6) no advertising is made upon the Lot or dwelling

unit on the Lot, and (7) the activity does not create a nuisance or adversely impact the neighborhood, as determined in the sole discretion of the Declarant.

Section 3. Development. All buildings, accessory structures, and other authorized structures shall be constructed wholly within a Lot and in accordance with the established setbacks.

Section 4. Construction. No pre-cut, prefabricated, or modular structures shall be permitted for the outside of the building envelope without the written consent of the Declarant, which consent may be withheld in the Declarant's sole discretion and may be based solely on aesthetic considerations. All construction must be completed within 18 months from the commencement date of construction, unless the Declarant approves an extension for good cause, not to exceed 6 months.

Section 5. Materials; Colors. Exterior colors shall be neutral and earth-tone and shall blend with the natural surrounding landscape. No reflective or glossy materials shall be used on the exterior of any structure, unless approved by the Declarant.

Section 6. Height Limitations; Floor Area Limitations. Height and floor area shall comply with the Town of Jackson Land Development Regulations.

Section 7. Fencing. No boundary fences around the exterior Lot lines shall be permitted without the approval of the Board. The following fences are permitted on a Lot, provided the fencing complies with the Town of Jackson Land Development Regulations then in effect:

- a. **Garden plots.** On garden plots, a garden fence not greater than 3 feet in height, unless otherwise approved by the Declarant, and which shall be made of materials that are compatible with the primary structure on a Lot.
- b. **Dog run.** A dog run, which fence shall not exceed 5 feet in height unless otherwise approved by the Declarant, and which shall be made of materials that are compatible with the primary structure on a Lot.
- c. **Construction fencing.** Construction fencing shall be allowed to demarcate the area of construction disturbance or to prevent erosion into public areas. Construction fencing must be immediately removed upon completion of the construction project.
- d. **Screening Fencing.** Fencing to screen patios, gardens, or surface areas shall be of the same material and color as the primary structure on a Lot.

Section 8. Utilities; Easements. Declarant hereby reserves an easement over, under and through the Common Road for the installation and maintenance of power, sewer, water, telephone, TV cable and other utilities. With regard to sewer and water lines within the Subdivision, Declarant hereby reserves an easement over, under and through each Lot for the purpose of installing, constructing, repairing and maintaining sewer and water lines from the sewer and water mains to the point of entry into a structure on each Lot. All utilities shall be installed underground with only such above-ground appurtenances as may be required by

utility service providers.

Section 9. Temporary Structures Prohibited. No temporary structures or facilities, such as trailers, tents, shacks or other similar buildings, shall be permitted on any Lot, except during construction.

Section 10. Maintenance. Each Lot and all improvements thereon shall be maintained in a clean, safe, sanitary and sightly condition. Boats, tractors, campers, snowmobiles, ATVs, and snow removal equipment shall be kept within an enclosed structure at all times, except when in use during the appropriate season. By way of example, an Owner is permitted to store a boat on his or her Lot from June to September, but boats must be placed within an enclosed structure from October to May. All vehicles and equipment on a Lot must be located on a paved surface and may not encroach upon landscaped areas of a Lot. Refuse, garbage, and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure appropriately screened from view. No lumber, cut grass, scraps, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot.

Owners are responsible for the maintenance of their respective Lots. Should an Owner not properly maintain the elements which are its responsibility under these covenants then, following 30 days' notice from Declarant, Declarant or its designee may enter the Lot and may perform such maintenance or repairs, and the Owner shall be liable to the Declarant for the full cost of such entry, maintenance, and repair.

Section 11. Pets. No livestock or pets shall be kept or maintained on any Lot except as provided in these covenants. "Invisible fencing" shall be permitted on any Lot. Cats, dogs or other domestic animals which are normally kept and maintained indoors shall be permitted on any Lot. No more than 2 dogs may be kept on any Lot, without the approval of the Declarant, provided however that a litter of puppies born to a dog owned by the Lot owner may be kept or maintained upon any Lot for a period not to exceed 5 months, provided that said puppies are maintained and restrained in accordance with the provisions of these covenants. If any pets are caught or identified chasing or harassing wildlife or people, the Declarant shall have the authority to penalize the owner of such animal not more than \$100.00 for a first offense, and \$200.00 for a second offense. The Declarant has the authority to impound the animal after a third offense, and the owner of such impounded animal shall be solely responsible for all impoundment costs and waives all recourse against Declarant.

Section 12. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any Lot. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of a Lot.

Section 13. Signs. No signs or advertising devices shall be erected or maintained on any Lot, except for (i) a single "For Sale" sign and (ii) a sign, of reasonable proportions, which identifies the owner and street address. Marketing signs may be placed on the Property by the Declarant.

Section 14. Snowmobiles Prohibited. No snowmobiles, "ATVs", or similar devices or vehicles shall be operated on any Lot for recreational purposes.

Section 15. Firearms/Fireworks. The discharge of rifles, pistols, and fireworks is prohibited on the Property.

Section 16. Landscaping; Mineral Activities. No mining or mineral extraction shall be permitted on any Lot. Excavation for landscape and home construction purposes is permitted. Owners shall be responsible for landscaping on their respective Lots. Landscaping shall be maintained in a slightly condition. The use of native trees, shrubs and grasses is encouraged on all Lots.

Section 17. Satellite Dishes. No satellite dishes other than small, DDS-type dishes are permitted on any Lot without Declarant approval. Dishes larger than the small, DDS-type dish must be screened.

Section 18. Subdivision. No Lot or Lots shall be combined or subdivided in any manner except that 2 contiguous Lots, if owned by the same record owner, may, if one Lot is vacant, be combined as 1 Lot. Each combined Lot shall be treated as 1 Lot for the purpose of applying this Declaration. This Section shall not apply to the Declarant, even after Declarant Termination.

Section 19. Fire Sprinklers. All habitable structures on a Lot shall have fire sprinklers.

Article IV – Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed, whether or not it shall be stated in such deed, is deemed to covenant and agree to pay to Declarant or the Association, as the case may be: (1) Base Assessments or charges, (2) Special Assessments for capital improvements, and (3) Individual Assessments for damages caused by an Owner, his/her guests, tenants, and invitees (collectively "Assessments"). All Assessments together with interest, costs, fines, and reasonable attorney's fees as set forth below ("Costs"), shall be a charge on each Owner's Lot and the Association may file a lien against any Lot, and improvements located thereon, within the Property for any delinquent Assessment.

Section 2. Purpose of Base Assessments. Base Assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance, repair and replacement of the Common Road and Common Utilities.

Section 3. Special Assessments. Declarant or the Association may levy a Special Assessment to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Property. Special Assessments may be amortized over a five-year period, provided that the capital improvement work commences within one year of the initial imposition of the Special Assessment.

Section 4. Individual Assessments. Individual Assessments may be levied against less than all the Owners for expenses related to that Owner, its guests, invitees, and tenants. Individual Assessments may be levied to remedy any violation of this Declaration, subject to prior notice

and at least 30 days' opportunity to cure, excepting that if such violation cannot be remedied during winter months, a reasonable time to cure shall be afforded.

Section 5. Uniform Rate of Assessment. Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or monthly basis.

Section 6. Establishment of Assessment Due Dates. No Assessment shall be due until at least 30 days' notice of the Assessment has been provided. Written notice of the annual Assessment shall be sent to every Owner at the mailing address included in the Tax Assessor's records, or at any other address provided to Declarant in writing by Owner at least 60 days prior to imposition of the Assessment. The due dates for Assessments shall be established by Declarant. Declarant shall, upon demand, and for a nominal charge, furnish a certificate signed by an officer of Declarant setting forth whether the Assessments on a specified Lot have been paid.

Section 7. Annual Budget. The Declarant shall prepare an annual budget estimate for common services and the administration of the Association and fix the amount of the Base Assessment based on this estimate. The budget estimate may include a reserve for future contingencies. Such annual budget shall be prepared and approved by the Board at least 30 days in advance of each annual assessment period.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum, or the maximum rate permitted by law. Declarant is authorized to sue, at law or in equity, the Owner once the amounts due exceed \$1,000, or foreclose a lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Road or abandonment of his/her Lot.

Section 9. Subordination of the Lien to Mortgages. Liens of Assessment and Costs are subordinate to the lien of any mortgage recorded prior to the lien. Sale or transfer of any Lot shall not affect the Assessment lien unless extinguished in foreclosure.

Section 10. Foreclosure. In the event of foreclosure by a mortgagee of a mortgage recorded prior to an Assessment lien, the purchaser at a foreclosure sale shall be liable for Assessments accrued from the date of the sheriff's sale.

Article V—Association

Section 1. Association. All Owners shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each Lot is entitled to one vote, regardless of the number of Owners of a Lot. In the event multiple Owners of a Lot file multiple votes, the vote of that Lot shall be nullified and of no force and effect. The Association shall have all of the powers set forth in the Governing Documents.

Section 2. Board of Directors of the Association. The Board of Directors of the Association shall consist of 3 members. The term of each Board member shall be 3 years with staggered

terms such that each year, one Board member's term expires. Board members shall be elected by a majority vote of the Members.

- A. Authority and Duties of Board. Pursuant to the powers and authority vested in it by Wyoming law and the Governing Documents, the Board shall be responsible for the hiring of employees, the enforcement and administration of this Declaration, shall contract for and supervise common services, enforce the development, and use regulations and take all other actions necessary to administer this Declaration. Once the Declarant Termination occurs, all rights of the Declarant shall be vested and automatically transfer to the Board.
- B. Meetings. The Board shall call and conduct an annual meeting of all Owners, at which time expiring or vacant Directors' terms shall be filled, and such other business shall be conducted as brought before the meeting by the Board or the Owners and shall meet as necessary from time to time to administer this Declaration. The Board shall provide Owners with at least 30 days' notice prior to an annual meeting. The Board is also authorized to call special meetings.
- C. Limitation of Liability. No Board Member shall be liable to any party for any action or inaction with respect to any provisions of this Declaration, provided that such Board Member has acted in good faith. No member of the Board shall have any personal liability to an Owner or any other person or entity under any agreement or transaction entered into by a Board member on behalf of the Association, so long as the member has acted in good faith.

Article VI – Architectural Control and Design Guidelines

Section 1. Approval of Exterior Improvements. No improvement shall be constructed or reconstructed on a Lot until the plans and specifications have been approved in writing by Declarant. In order to obtain approval for any improvements on a Lot, Owners must submit all plans and specifications required by Declarant, which plans, and specifications must, at a minimum, include (i) renderings of the proposed structure, (ii) height of the proposed structure, (iii) a detailed description of the exterior materials to be used on the structure, (iv) a landscaping plan, and (v) a site plan showing the location of the proposed structure on the Lot. Declarant shall, utilizing reasonable discretion, determine if the construction or reconstruction plans are in harmony with surrounding structures. Declarant shall have 45 days from the date the plans and specifications are submitted to approve or deny the same. If Declarant fails to respond to a submittal within 45 days of submittal to Declarant, the plans and specifications shall be deemed approved. If Declarant denies the plans or specifications, an Owner shall be permitted to resubmit revised plans and specifications to Declarant.

Declarant is authorized to grant variances from any design guidelines contained within this Declaration.

Section 2. The Declarant is authorized, though not required, to create a Design Review Committee, which shall consist of at least 3 Members. The Design Review Committee, if created, shall assume the duties of the preceding section. Prior to Declarant Termination, the Declarant may appoint members to the Design Review Committee. After Declarant Termination, members of the Design Review Committee shall be elected or appointed by the Board.

Section 3. The Declarant shall be authorized to adopt Design Guidelines for the Property.

Article VII— General Provisions

Section 1. Violations-Enforcement-Costs. The Declarant or any Owner may take judicial action against any Owner to enforce compliance with this Declaration or to obtain damages for noncompliance. The prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees.

Section 2. Indemnification. The Declarant and Association shall be indemnified from all costs related to any claim against the Declarant for its actions arising under this Declaration. The costs shall include all costs to indemnify the Declarant or the Association and its officers and Board, their agents, successors and assigns, from all claims, suits, action, or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Property or arising out of the enforcement of this Declaration.

Section 3. Joint and Several Liability. In the case of joint ownership of a Lot, each of the Owners shall be jointly and severally liable for the liabilities and obligations imposed by this Declaration.

Section 4. Approvals And Variances. Whenever a variance is requested by an Owner, the Declarant is authorized to grant variances from any provision within this Declaration in cases of special circumstances, practical difficulties not the fault of an Owner, or unnecessary hardship not caused by an Owner; provided, however, that no such variance shall have a material adverse effect on any other Lots and any such variance shall be in accordance with the purposes and intent of this Declaration and all such variances shall be the smallest deviation from this Declaration to achieve the desired effect sought by the variance.

Section 5. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Headings. Headings are for convenience and informational purposes only.

Section 7. Amendment. This Declaration may be amended by an instrument signed and acknowledged by Declarant prior to the Declarant Termination. After Declarant Termination, this Declaration may be amended by 3 of the 5 Lot Owners. Any amendment to this Declaration, or any subsequent supplements or amendments thereto, must be recorded with the Teton County, Wyoming Clerk.

Section 8. Binding Effect. This Declaration shall run with and bind the Property, and bind all present and future Lot Owners, tenants, mortgagees and occupants. Such individuals and entities shall comply with this Declaration, as it may be amended from time to time. This Declaration shall run with the land and shall bind any persons having an interest in such Lot as though such provisions were included in each and every deed or conveyance or lease thereof.

Section 9. Duration. All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and purchasers of any portion thereof. This Declaration shall be deemed to remain in full force and effect for 20 years from the date of recordation in the Teton County, Wyoming Clerk's Office, and shall be automatically renewed for additional, consecutive 10-year periods.

IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by Declarant effective on recordation hereof with the Clerk of Teton County, Wyoming.

Declarant:

Teton Landing LLC, a Wyoming limited liability company

By: Sadek Darwiche
Its: Manager

State of Wyoming)
) ss
County of Teton)

On this____day of October, 2021, before me, the undersigned Notary Public, personally appeared SadekDarwiche for Teton Landing LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the Manager of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes thereinmentioned, and on oath stated that such person is authorized to execute said instrument on behalf of thelimited liability company.

Notary Public

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Wyoming Statutes § 18-5-306, Teton Landing LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 5 lots. The property is approximately 1.29 acres, is comprised of 2 parcels (one of which has a street address of 115 Nelson Drive) and is generally described as being a portion of the NE1/4 NE1/4 of Section 34, Township 41N, Range 116W. The parcel identification numbers for the 7 lots which currently comprise the property are 22-41-16-34-1-AX-001, 22-41-16-34-1-AX-002, 22-41-16-34-1-AX-003, 22-41-16-34-1-AX-004, 22-41-16-34-1-AX-005, 22-41-16-34-1-AX-006, 22-41-16-34-1-AX-007.

**OWNERSHIP AND ENCUMBRANCE
REPORT**

Issued To:

Fodor Law Office, PC
120 East Pearl Avenue
Jackson, WY 83001
(307)733-2880

Report No.: W-26238
Effective Date: August 20, 2021
Current Date: September 9, 2021
Cost: \$350.00

Project Reference: Teton Landing Addition

Property Address: 105 Nelson Drive, Jackson, WY 83001
115 Nelson Drive, Jackson, WY 83001
125 Nelson Drive, Jackson, WY 83001
135 Nelson Drive, Jackson, WY 83001
145 Nelson Drive, Jackson, WY 83001
155 Nelson Drive, Jackson, WY 83001
165 Nelson Drive, 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:

Teton Landing LLC, a Wyoming limited liability company

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

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

Issued By:

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

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

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6 and 7 of Teton Landing Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 2, 2021 as Plat No. 1422.

PIDN: 22-41-16-34-1-AX-001, 22-41-16-34-1-AX-002, 22-41-16-34-1-AX-003, 22-41-16-34-1-AX-004, 22-41-16-34-1-AX-005, 22-41-16-34-1-AX-006, 22-41-16-34-1-AX-007

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

1. Taxes, special and general, assessment districts and service areas for the year 2021.

Tax ID No.: OJ-008422 (Parent Parcel 1)

1st Installment: \$1,879.68 DUE

2nd Installment: \$1,879.68 OPEN

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.

2. Taxes, special and general, assessment districts and service areas for the year 2021.

Tax ID No.: OJ-008423 (Parent Parcel 2)

1st Installment: \$1,879.68 DUE

2nd Installment: \$1,879.68 OPEN

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.

3. Assessments for the Teton Landing Homeowners Association, if any, which are excluded from the coverage afforded hereby.

4. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded February 15, 1939, as (instrument) 17398 (book) 6 (page) 15, Official Records:

Purpose: Water pipeline

Affects Lot 1

COPY

5. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the United States of America in a document recorded March 11, 1939, as (book) 6 (page) 30, Official Records:

Purpose: Water pipeline

Affects Lot 1

COPY

6. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded March 5, 2004, as (instrument) 617556 (book) 543 (page) 320, Official Records:

Purpose: Road and sidewalk

Affects Lot 1

COPY

7. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded March 5, 2004, as (instrument) 617557 (book) 543 (page) 324, Official Records:

Purpose: Public utilities

COPY

8. Matters Disclosed by Record of Survey recorded as Map T-76. COPY

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-26238

9. Gaps and/or overlaps as disclosed in Survey shown hereinabove as Map T-76, as a result of variations in the North-South section line which comprises the East Section line of Section 34. Affects Lot 1 COPY
10. All matters as delineated on the Official Plat of Teton Landing Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1422. Plat 1422
11. Subdivision Improvement Agreement by and between Teton Landing LLC and the Town of Jackson, setting forth terms, recorded February 2, 2021, as (instrument) 1008115, Official Records. 1008115
12. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Declaration of Covenants, Conditions and Restrictions for Teton Landing Subdivision, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded February 2, 2021, as (instrument) 1008116, Official Records. 1008116

Contains: Homeowners association charges, assessments and liens.

13. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$1,130,000.00, dated August 17, 2018, recorded August 17, 2018, as (instrument) 0955047, Official Records.
Mortgagor: Stage Stop, Inc., a Wyoming corporation
Mortgagee: Bank of Jackson Hole
14. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$111,375.00, dated May 21, 2021, recorded June 2, 2021, as (instrument) 1016521, Official Records.
Mortgagor: Teton Landing LLC, a Wyoming limited liability company
Mortgagee: Bank of Jackson Hole

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

*** CHAIN OF TITLE REPORT

According to the public records, no documents conveying the property described in this report have been recorded within a period of 24 months prior to the date of this report, except as shown herein:

Parent Parcel 1:

Quitclaim Deed from Stage Stop, Inc., a Wyoming Corporation, to Teton Landing LLC, a Wyoming limited liability company, recorded January 8, 2019, as (instrument) 0962961, Official Records.

Parent Parcel 2:

Quitclaim Deed from Stage Stop, Inc., a Wyoming Corporation, to Teton Landing LLC, a Wyoming limited liability company, recorded January 8, 2019, as (instrument) 0962962, Official Records.

AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AMENDED SUBDIVISION IMPROVEMENTS AGREEMENT ("Amended SIA") is made by and between Teton Landing LLC, a Wyoming limited liability company ("Subdivider"), with a mailing address of P.O. Box 1677, Jackson, Wyoming 83001 and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming ("Town"), with a mailing address of P.O. Box 1687, Jackson, Wyoming 83001. This Agreement is effective as of the date of recordation in the Teton County Clerk's Office of Land Records ("Effective Date").

RECITALS

WHEREAS, Subdivider is owner of Lots 1 through 7 of Teton Landing Addition to the Town of Jackson according to that Plat recorded in the Office of the Teton County Clerk on February 2, 2021 as Plat No. 1422 ("Subject Property"); and

WHEREAS, Subdivider recorded a Subdivision Improvement Agreement on February 2, 2021 regarding the construction of certain improvements ("Improvements") as a condition of approval of the Final Plat and associated Development Plan for the Subject Property (the "SIA"); and

WHEREAS, Subdivider submitted a Development Plan Amendment proposing to reduce the number of lots on the Subject Property from 7 to 5, which plan was approved by the Town of Jackson on August 2, 2021 in permit P21-114; and

WHEREAS, Pursuant to P21-114, Subdivider is required to submit this Amended Agreement to update the SIA; and

WHEREAS, the Town of Jackson's Land Development Regulations ("LDRs") require that this Amended SIA be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk; and

WHEREAS, the Town Council approves of the terms and conditions of this Amended SIA.

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the above recitals, which are incorporated herein by reference, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, Subdivider, its heirs, successors and assigns, and the Town do mutually covenant and agree as follows:

1. ORIGINAL AGREEMENT.

The SIA is hereby vacated and superseded in its entirety by this agreement.

2. SUBDIVIDER TO COMPLY:

Subdivider shall comply with all improvement requirements contained in Section 7.2.2.A.1A of the Town of Jackson Land Development Regulations, the Development Plan Amendment approved by Town Council on August 2, 2021 and the conditions of the Town Council for this subdivision replat. Improvements

shall be engineered, designed, constructed and installed solely at Subdivider's own cost and expense except when specifically noted otherwise herein.

3. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED:

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

4. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS:

The proposed Improvements required by this Amended SIA as designed by a professional engineer licensed in the State of Wyoming on behalf of the Subdivider, and as approved by the Town Engineer, are approximately 340 feet of water main and five water services, 125 feet of water service line with 5 curb stops, 175 feet of sewer services, and 310 feet of 20-foot wide roadway, or as approved with the grading permit. All improvement work required of Subdivider under this agreement shall be in accordance with said improvement plans and Town of Jackson Construction Standards.

No Construction of the required Improvements shall commence until after approval of all design and construction drawings by appropriate grading permit.

5. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE:

The list of improvements and the total cost of improvements required by this agreement as estimated by a professional engineer licensed in the State of Wyoming on behalf of the Subdivider, and as approved by the Town Engineer, is shown in Table 1 below.

UTILITY	Quantity	Unit Price	Total
Water Main	340 Feet	\$82/Foot	\$27,880
Water Services	125 Feet	\$57/Foot	\$7,125
Sewer Services	175 Feet	\$82/Foot	\$14,350
Curb Stop	5	\$1,770/Each	\$8,850
Gate Valve	1	\$2,280/Each	\$2,280
Blow Off Hydrant	1	\$3,120/Each	\$3,120
Roadway, 20 ft wide	310 Feet	\$162/Foot	\$50,220
Property Monumentation	1 Lump Sum	\$4,000	\$4,000
		TOTAL	\$117,825
		125% TOTAL	\$147,281

Subdivider shall deposit with the Town, prior to filing of the Final Plat, an irrevocable letter of credit, or performance and payment bond, or funds in escrow. Such security shall be in the amount of 125% of the estimated Total cost of Improvements, as calculated in TABLE 1 herein and approved by the Town Engineer and Planning Director.

6. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE:

There is no Affordable Housing Obligation because the subdivision does not contemplate a residential component.

7. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH, CABLE TELEVISION, AND GAS FACILITIES:

All electrical power, telephone, cable television, and gas facilities within the subdivision shall be installed underground, except that (a) above-ground facilities necessary to serve underground facilities, (b) other installation of peripheral overhead electrical transmission and distribution feeder lines, or (c) other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. Subdivider understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. Subdivider affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider 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 Development Plan Amendment. Further, the Subdivider agrees to provide any and all easements necessary to accommodate aforementioned utilities.

8. EXACTIONS:

Subdivider paid exactions for the following purposes and in the following amounts to the Town prior to the filing of the original Plat No. 1422 for a seven-lot subdivision:

Parks Exactions:	\$ 18,900
School Exaction:	\$ 14,000
Affordable/Employee:	\$ None

Within sixty calendar days of approval of the subdivision replat to a five-lot subdivision, the application shall be refunded the difference in exaction fees in the amount of \$18,800.00.

9. TIME FOR COMPLETION:

Subdivider agrees to install all Improvements as required and further agrees that all such work of Improvements shall be fully completed prior to occupancy of the first development on any lot, unless said time upon written request of Subdivider made to the Town Engineer is extended by the Town, which extension shall not be unreasonably withheld.

10. WARRANTY:

All work and Improvements required pursuant to this agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of two (2) years from the date of the grading permit sign off by Town Engineering.

11. LIABILITY:

Subdivider agrees to carry insurance as required by the encroachment permits for the work.

12. PERFORMANCE TESTING AND INSPECTION:

Subdivider shall be required to obtain a Town approved, State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the existing Town standards. Subdivider shall be responsible for the preparation of regular inspection reports and test results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. Subdivider shall notify the Public Works Department at least forty-eight (48) hours prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

13. RELEASE OF SECURITY:

The proposed Improvements are private utilities and will be considered complete with final sign off

of the appropriate building permit at which time the financial security shall be released.

Prior to final sign-off the following shall be provided:

Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the Improvements and property boundaries, GIS files with metadata required by the Town Engineer, and in any other format reasonably deemed suitable by the Town Engineer; and

Certification. The following certification by the project engineer shall appear on the face of the record drawings:

Records Plans Certificate

These record plans were prepared under my direct supervision and control and are an accurate representation of the Improvements shown hereon as they were constructed. The Improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, 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)

Date

(Engineer's Name, Printed)

Wyoming P.E. No. _____

14. DEVELOPMENT COORDINATION:

The contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the Improvements required herein. Subdivider shall notify the Town Engineer when Improvements shall be installed. The Planning Director shall coordinate development exactions related to parks fees, school fees and affordable housing or construction of affordable housing.

15. ACCEPTANCE:

The proposed Improvements are private utilities and will be considered complete with final sign-off of the appropriate grading permit. There is no public ownership or maintenance of the proposed Improvements.

16. REIMBURSEMENT FOR INFRASTRUCTURE OVER-SIZING:

There are no reimbursements for infrastructure over-sizing pertaining to this development.

17. 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 Clerk
PO Box 1687
Jackson, WY 83001

Subdivider: Teton Landing, LLC
Attention: Manager
PO Box 167734
Jackson, WY 83001

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

18. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS AND WAIVER:

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

19. TITLE AND AUTHORITY:

Subdivider 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.

20. 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.

20. INTEGRATION:

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.

21. ADDITIONAL DOCUMENTS AND ACTS:

Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

22. CONFLICT OF LAWS, JURISDICTION, CONSTRUCTION:

This Agreement shall be constructed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties hereto 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.

23. 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.

SIGNATURES ON THE FOLLOWING PAGES

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

BY: Hailey Morton Levinson, Mayor

ATTEST: Sandra P. Birdyshaw, Town Clerk

[illegible]

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as the Mayor of the Town of Jackson, and Sandra P. Birdyshaw, as the Town Clerk for the Town of Jackson, 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

SUBDIVIDER

Teton Landing LLC, a Wyoming limited liability company

By: Sadek Darwiche

Its: Manager

STATE OF WYOMING)

)ss.

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Sadek Darwiche as Manager of Teton Landing LLC, a Wyoming limited liability company, this ____ day of _____, 2021.

Witness my hand and official seal.

Notary Public

Town of Jackson
Project Plan Review History
PLANNING

Project Number P21-263 **Applied** 10/8/2021 **AL**
Project Name Subdivision Plat -105-165 Nelson Dr. - Subdivision **Approved**
Type FINAL PLAT **Closed**
Subtype LAND DIVISION **Expired**
Status STAFF REVIEW **Status**

Applicant FODOR LAW OFFICE **Owner** Teton Landing, LLC
Site Address **City** **State** **Zip**
 115 NELSON DRIVE

Subdivision **Parcel No** **General Plan**
 224116341AX002

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					

Building	NO COMMENT	10/12/2021	11/2/2021	10/19/2021	
Kelly Sluder					

County Clerk		10/12/2021	11/2/2021		
Corina Dorman					

Fire		10/12/2021	11/2/2021		
Kathy Clay					

Joint Housing Dept		10/12/2021	11/2/2021		
Stacy Stoker					

Legal	NO COMMENT	10/12/2021	11/2/2021	10/18/2021	
Lea Colasuonno					

Parks and Rec	NO COMMENT	10/12/2021	11/2/2021	10/29/2021	
Steve Ashworth					

Pathways	NO COMMENT	10/12/2021	11/2/2021	11/9/2021	
Brian Schilling					

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Planning Tyler Valentine		10/12/2021	11/2/2021		
Plat Review-Survey Other (11/2/2021 3:46 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 November 2, 2021 P.O. Box 1687 Jackson, WY 83001 ATTN: Tyler Valentine, Planner RE: P21-263, Teton Landing Addition 2nd Filing Dear Tyler: I have reviewed the plat accompanying the P21-263 application. I would suggest that the surveyor address the following items: • In paragraph 4 of the Certificate of Surveyor, the surveyor states that the Second Filing is identical to that land shown on Plat 1422. The paragraph should be more specific and state that only the boundaries are identical. • There should be a statement within the COS or COO addressing the vacation of Plat 1422. • The monument descriptions in the Certificate of Surveyor and the map legend should include a description of the actual monument type, the monument diameter, and material. The cap is simply an ornament, the pipe or rebar is the actual monument. • The 30’ wide easement for access and utility granted within the COO of Plat 1422 does not specify a grantee and should be clarified on this plat. • The 30’ wide Easement for Common Road and Utilities should be annotated within/across each lot and monuments set at the intersection of the southerly easement line and the lot lines. This has been the long time accepted practice in Teton County subdivisions. • The ROW lines for Nelson Drive should be annotated within Lot 8. • The name of the ditch crossing Lot 12 should be labeled. • The 15’ ditch setback line should either be annotated or deleted. • The ownership of the adjacent Lot 18 Charles M Nelson Phase 2 should be labeled. • Acreage should be reported to no more than four significant figures. • As the NE Corner S34 and East ¼ Corner S34 were used for control, and the most recent Wyoming Corner Records for each monument were filed in 1979, the surveyor should consider filing an updated WCR per WS 33-29-142 A surveyor shall complete, sign, and file with the county clerk where the corner is situated, a written record of corner establishment or restoration to be known as a "corner file" for every public land survey corner and accessory to such corner which is established, reestablished, monumented, remonumented, restored, rehabilitated, perpetuated or used as control in any survey by such surveyor, and within ninety (90) days thereafter, unless the corner and its accessories are substantially as described in an existing corner record filed in accordance with the provisions of W.S. 33-29-140 through 33-29-149. This review of submitted information is for general compliance with the requirements of Town of Jackson, 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	10/12/2021	11/2/2021	11/2/2021	see comments	
Plat Review-Title Other		10/12/2021	11/2/2021	11/3/2021	see comments

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(11/3/2021 1:59 PM AL)					
TITLE 22 CONSULTANTS PLAT REVIEW					
PLAT REVIEW – Teton Landing Addition to the Town of Jackson, Second Filing					
Proposed Plat: Teton Landing Addition to the Town of Jackson Second Filing					
Platted From: Teton Landing Addition to the Town of Jackson, Plat 1422					
Located: Town of Jackson					
Owner/Subdivider: Teton Landing LLC, a Wyoming limited liability company					
Summary: The proposed plat intends to vacate Teton Landing Addition, which was platted as 7 residential lots (Plat 1422). The proposed plat reduces the number of lots from 7 to 5.					
Additional Documents to be Recorded Provided with Plat: 1) Amended Subdivision Improvements Agreement 2) Restated Declaration of Covenants 3) Multiple Affidavits and Acknowledgements of Acceptance of Plat					
Title Report provided by Wyoming Title & Escrow Effective Date: August 20, 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 Nelson Drive to that private roadway established on the plat. (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).					
Comments: Some items on the title report are not cited (old T-Map, etc.), and we agree with these omissions.					
STREETS/ALLEYS:					
? Dedicated to the public					
? Private, with rights of way granted to each lot owner (See “Conclusions,” below).					
? N/A, no streets or alleys within plat boundary					
PLAT REVIEW – Technical Review (Statutory)					
LOT DIMENSIONS ? Are ? Are Not properly shown.					
Lots ? Are ? Are Not PROGRESSIVELY NUMBERED.					
The underlying land ? Is ? Is Not VACATED. (See “Conclusions,” below).					
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 (TO BE EXECUTED VIA SEPARATE AFFIDAVITS)					
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. VACATION					
We do not see a statement in the Certificate of Owner that plat 1422 is vacated upon the recordation of this plat. Please include the appropriate vacation language.					
2. PRIVATE ROADWAY ACCESS					
The plat references private roadway access granted per plat 1422; however, plat 1422 is to be vacated. Please include the appropriate granting language in the Certificate of Owner.					
3. COVENANT REFERENCE					
The Certificate of Owner references the CCRs recorded as instrument 1008116. However, the covenants are being restated (not amended), and 1008116 is being vacated. Please delete the reference to 1008116, and include the appropriate reference for the new instrument to be recorded.					
4. SUBDIVISION IMPROVEMENTS AGREEMENT REFERENCE					
On the other hand, the original SIA (1008115) is being amended, not restated. However, the Certificate of Owner deletes the reference the original set. It should remain in the Certificate of Owner, and include a statement that an amendment is being recorded concurrently with the plat.					
Comments/General Observations: For your review and consideration, may not require changes:					
1. We make the following observations in regard to the proposed documents to be recorded:					
- The last sentence of the “Common Utilities” paragraph in the proposed restated covenants appears to contain an incomplete sentence.					
- SIA: The second “whereas” paragraph of the SIA should cite the instrument number of the original document (1008115).					
- The execution and acknowledgement section of the SIA refers to Sandra P. Birdyshaw as Town Clerk (now Lynsey Lenamond).					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
- The Bank of Jackson Hole Execution and Acknowledgement appears only to reference the mortgage document 0955047. There are two mortgages of record, so mortgage 1016521 should be cited also. 2. FYI – it appears that both Teton Landing LLC and Teton Landing Homeowners Association are in good standing with the Wyoming Secretary of State. Next Steps: 1. ENTITY DOCS – The owner should provide a copy of the LLC Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party. 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 11.3.21 by: Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company					
Police		10/12/2021	11/2/2021		
Michelle Weber					
.....					
Public Works	APPROVED W/CONDITI	10/12/2021	11/2/2021	11/1/2021	
Brian Lenz					

STAFF REPORT



Meeting Date:	December 20, 2021	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	Item P21-282 – Boundary Adjustment with Replat for the properties addressed 770 & 774 E. Kelly	Public Comment:	Yes

Purpose & Policy Considerations.

This is the Council's opportunity to review a proposed Boundary Adjustment with Replat between the two properties located at 770 E. Kelly Avenue (LOT 69, FERRIN 7TH ADDITION) and 774 E. Kelly Avenue (LOT 70, FERRIN 7TH ADDITION).

Requested Action.

The applicant is requesting approval of a Boundary Adjustment with Replat between the two properties at 770 E. Kelly Avenue (LOT 69, FERRIN 7TH ADDITION) and 774 E. Kelly Avenue (LOT 70, FERRIN 7TH ADDITION). The adjustment of boundaries between two or more platted lots requires a new plat approval by the Town Council according to Land Development Regulation (LDR) Section 8.5.6 – Boundary Adjustment.

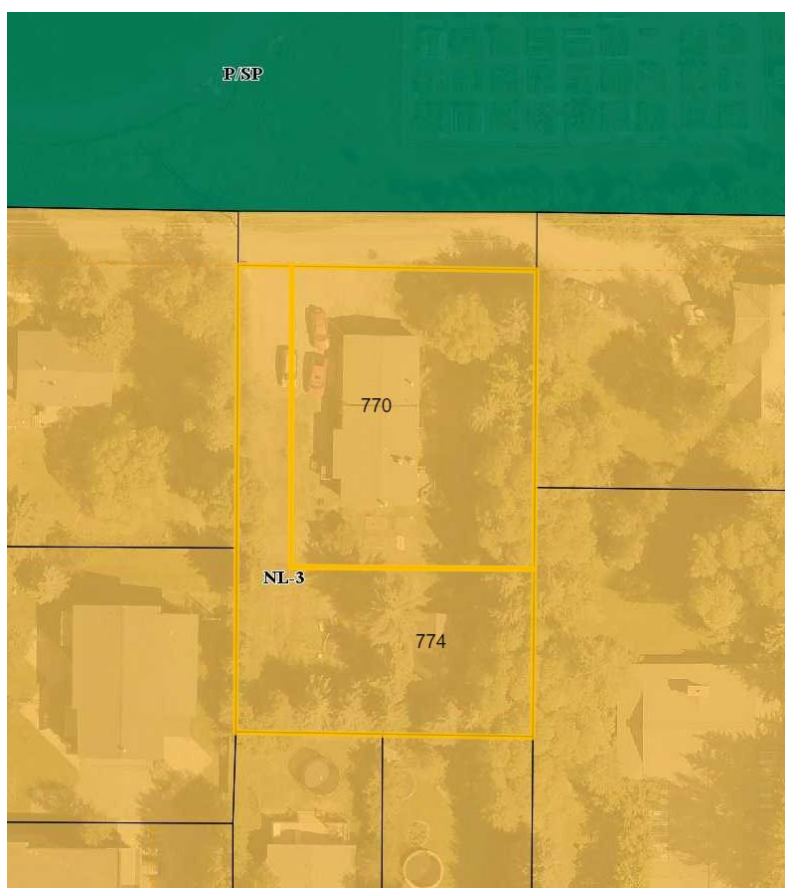
Recommendations.

The Planning Director recommends **approval** of Boundary Adjustment with Replat (P21-282) between the properties addressed at 770 E. Kelly Avenue and 774 E. Kelly Avenue subject to the following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department.
2. The existing single-family home located on 770 E. Kelly Avenue shall be demolished prior to recording the plat.

Project Location.

The southwestern property (774 E. Kelly Avenue) is legally described LOT 70, FERRIN 7TH ADDITION. The northeastern property (770 E. Kelly Avenue) is legally described LOT 69, FERRIN 7TH ADDITION. The parcel identification numbers are 22-41-16-34-1-92-002 and 22-41-16-34-1-92-001. An aerial photo and zoning map are shown on the following page:



Background.

The subject properties are located within the Neighborhood Low Density – 3 (NL-3) zone. The southwestern property (774 E. Kelly Avenue) is a “flag” lot, is 0.21 acres in size (approximately 9,147.6 SF) and includes an existing 563 SF detached garage to remain. The northeastern property (770 E. Kelly Avenue) is 0.23 acres in size (approximately 10,018.8 SF) and includes an existing 1,820 SF detached single-family home with a 676 SF attached garage. This structure is planned for demolition.

The applicant is seeking to move the center lot line from a mostly east/west orientation to a north/south orientation to create two lots of equal size at 0.217 acre (9,490.2 SF). Each new lot would be approximately 55’ wide by 170’ long. The LDRs allow boundary adjustments between platted lots provided each newly created lot meets the minimum lot size of 7,500 square feet and all other applicable LDRs. In addition, Section 8.5.6 requires that boundary adjustments between platted lots be reviewed by Town Council through a replat.

Prior to this Boundary Adjustment request, a Zoning Compliance Verification (ZCV P21-221) letter was approved pursuant to Section 8.5.6. The purpose of the ZCV was to determine if the proposed lot configurations are in compliance with the LDRs and to verify if the subject properties are capable of being legally reconfigured. As stated in the ZCV, the proposed lot configurations meet the minimum lot size and other applicable LDRs in the NL-3 zone. Three conditions of approval were added to the ZCV (attached):

1. The applicant shall submit a Final Plat for the Boundary Adjustment within 60 days from this ZCV letter. *(The applicant has satisfied this condition)*
2. The applicant shall address the attached department reviews. *(The applicant has satisfied this condition)*
3. The existing single-family home shall be demolished prior to recording the plat. *(The applicant has not yet satisfied this condition)*

Analysis.

Staff finds the proposed boundary adjustment to be in substantial conformance with the previously approved ZCV letter. The applicant has submitted for a Final Plat within the noted time frame. On the condition that all requirements in the departmental reviews shall be met, it presents no significant issues. On the condition that the existing single-family home shall be demolished prior to recording the plat, there remains time for this to be accomplished and demolition is also a condition of this plat request (P21-282). Both lots meet the minimum lot size, have adequate access from East Kelly Avenue, and meet all other applicable standards of the LDRs.

This replat is exempt from Park Exaction fees pursuant to Section 7.5.2.C. - Exemptions which exempts “Boundary adjustments pursuant to Sec. 8.5.6”. In addition, this replat is exempt from School Exaction fees pursuant to Section 7.5.3.C. - Exemptions which exempts “Boundary adjustments pursuant to Sec. 8.5.6”.

Findings.

Pursuant to Section 8.5.6.D (Boundary Adjustment) of the Land Development Regulations, the following findings shall be made for the approval of a replat:

1. **No Additional Lots Created.** *The proposed Boundary Adjustment shall not result in additional lots record being created.*

Complies. The proposed Boundary Adjustment does not result in additional lots of record.

- 2. Zoning Compliance Verification.** *The proposed Boundary Adjustment shall comply with the zone in which it is located as approved through a zoning compliance verification.*

Complies. Staff finds that the proposed Boundary Adjustment is in compliance with the zone which is it located based on the Zoning Compliance Verification letter that was issued on September 3, 2021.

- 3. Applicability.** *The proposed Boundary Adjustment shall comply with the applicability and required document provisions of Section 8.5.6.*

Complies. Staff finds that the proposed Boundary Adjustment does comply with the applicability for Section 8.5.6. In addition, all required documents have been submitted for review at this time including the final plat with accompanying documents.

- 4. Other Relevant Standards/LDRs.** *The Boundary Adjustment shall comply with all other relevant standards on these LDRs and other Town Ordinances.*

Complies. As conditioned, staff finds that the proposed Boundary Adjustment complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition, the subdivision complies with all other Town Ordinances.

- 5. Previous approvals.** *The Boundary Adjustment shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies.

Fiscal Impact.

None.

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 5 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

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

I move to **approve** a Boundary Adjustment and Replat (P21-282) for the properties addressed 770 & 774 E. Kelly Avenue, based upon the findings as presented in the staff report, the departmental reviews, and subject to the two conditions of approval recommended in this staff report dated December 20, 2021.



PO Box 7775
Jackson, WY 83002 307-413-5424

November 1, 2021

Katelyn Page
Town of Jackson Planning and Building
PO Box 1687
Jackson, WY 83001

RE: Boundary Adjustment Lot 69 & 70, Ferrin 7th Addition -Final Plat Submittal

Dear Katelyn,

On behalf of the applicant/owner, 770 Wyoming LLC, please accept this letter and the accompanying materials as a formal application for Boundary Adjustment with Final Plat within the Town of Jackson for property located at 770 and 774 E. Kelly Ave.

This submittal is in accordance with the ZCV approval letter dated September 3, 2021 from your office (P21-221).

Included for your review are the following:

- Planning Application – Boundary Adjustment (with Final Plat)
- Letter of Authorization
- Response to LDR Section 8.5.6.D Boundary Adjustment Findings
- Ownership and Encumbrance Reports
- Receipt of Request for Publication of Notice of Intent to Subdivide
- Draft Affidavit and Acknowledgement and Acceptance of Plat – 770 Wyoming LLC
- Draft Affidavit and Acknowledgement and Acceptance of Plat – Rocky Mountain Bank
- Draft Final Plat prepared by Nelson Engineering

Please do not hesitate to contact me at (307) 413-5424 should you have any questions with this submittal. We look forward to hearing from you upon your sufficiency determination.

Sincerely,

George Putnam
Cirque Consulting, LLC



PO Box 7775
Jackson, WY 83002 307-413-5424

Ferrin Thirteenth Addition to the Town of Jackson
Applicant Response to Boundary Adjustment Findings
Town of Jackson Land Development Regulations
Section 8.5.6.D Findings

A boundary adjustment shall be approved upon finding that:

1. *No additional lots of record are created;*

THIS FINDING CAN BE MET. The boundary line is being adjusted between to existing platted lots and the result will be two reconfigured platted lots.

2. *Each of the resulting lots of record complies with the zone in which it is located as approved through a zoning compliance verification;*

THIS FINDING CAN BE MET. A Zoning Compliance Verification letter was issued by the Town of Jackson on September 3, 2021 (P21-221) affirming the proposed boundary line adjustment and resulting lots of record comply with the zone in which it is located.

3. *The applicability and required document provisions of this Section are met;*

THIS FINDING CAN BE MET. The boundary line being adjusted lies between the only two lots in the Ferrin 7th Addition to the Town of Jackson, Plat No. 1109. As both lots are also owned by the same party, the boundary line adjustment will not destroy or abridge any rights of other landowners or interested parties. A new Plat has been prepared in accordance with Standards of section 8.5.3.D and is submitted as part of this Boundary Line Adjustment. Since both lots are owned by the same entity- property conveyances will need to be needed to complete the boundary line adjustment.

4. *The application complies with all other relevant standards of these LDRs and other Town Ordinances; and*

THIS FINDING CAN BE MET. This application complies with all other LDR standards and Town Ordinances with respect to Boundary Line Adjustments.



PO Box 7775
Jackson, WY 83002 307-413-5424

5. *The application is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

THIS FINDING CAN BE MET. Conditions of approval required in the September 3, 2021 ZCV approval letter have been met or are in progress to be completed prior to Final Plat recordation.

1. An application for Boundary Line Adjustment is being filed within 60 days of issuance of the ZCV approval letter.
2. Department reviews have been addressed or are in process to be completed prior to Final Plat recordation.
3. The existing single family residence on the property is undergoing utility decommissioning and is planned for demolition in November with appropriate demo permits being issued



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: Boundary Line Adjustment 770 & 774 E. Kelly Ave.
Physical Address: 770 & 774 E. Kelly Ave. Jackson WY
Lot, Subdivision: Lots 69 & 70 Ferrin 7th Addition, Plat No. 1199 PIDN: 22-41-16-34-1-92-001 & 22-41-16-34-1-92-002

PROPERTY OWNER.

Name: 770 Wyoming, LLC Phone: _____
Mailing Address: 270 E. Westminster Ave. Ste 300 Lake Forest, IL ZIP: 60045
E-mail: robtel47@gmail.com

APPLICANT/AGENT.

Name: Cirque Consulting, LLC Attn: George Putnam Phone: 307-413-5424
Mailing Address: PO Box 7775 Jackson, WY ZIP: 83002
E-mail: gputnam@cirqueconsulting.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 #: _____ Environmental Analysis #: _____
Original Permit #: P21-221 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
George Putnam, Cirque Consulting, LLC

Name Printed

11/1/2021

Date
Manager

Title

LETTER OF AUTHORIZATION

770 Wyoming LLC

STE 300, Lake Forest, IL 60045

, "Owner" whose address is: 270 E. Westminster

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

, as the owner of property

more specifically legally described as: Lot 69 & 70 Ferrin 7th Addition to the Town of Jackson

Plat No. 1199

(If too lengthy, attach description)

HEREBY AUTHORIZES Cirque Consulting, LLC

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:

770 Wyoming LLC, By: Robert T.E. Lansing

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Its Manager

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

STATE OF ILLINOIS)

COUNTY OF LAKE)

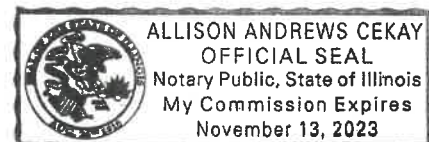
The foregoing instrument was acknowledged before me by ROBERT T.E. LANSING this 14th day of JULY, 2021.

WITNESS my hand and official seal.

(Notary Public)

My commission expires:

(Seal)





770 Wyoming LLC, a Delaware limited liability company
270 E. Westminster, Suite 300
Lake Forest, IL 60045

Date: May 19, 2021

To our valued customer,

Enclosed please find the title insurance policy for your property located at

774 East Kelly Avenue, Jackson, WY 83001

Please review this policy in its entirety. In the event that you find any discrepancy, or if you have any questions regarding your title insurance policy, you may contact the Policy Department at:

Email: wtepolices@wyomingtitle.com
Telephone: (307)732-2983
Fax: (307)732-0200

Please refer to our **Order No. W-24903**.

We will retain a copy of this title insurance policy so we will be able to provide future products and services to you quickly and efficiently. Thank you for giving us the opportunity to serve you.

Sincerely,

Wyoming Title & Escrow, Inc.
211 East Broadway, P.O. Box 4429
Jackson, WY 83001

ALTA OWNER'S POLICY (6-17-06)

ISSUED BY

**WESTCOR LAND
TITLE INSURANCE COMPANY****OWNER'S POLICY OF TITLE INSURANCE**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A,

Issued By: WY1000 * W-24903

Wyoming Title & Escrow, Inc.

211 East Broadway
Jackson, WY 83001**WESTCOR LAND TITLE INSURANCE COMPANY**

By:

President

Attest:

Secretary

4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) “Date of Policy”: The date designated as “Date of Policy” in Schedule A.
- (c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) “Insured”: The Insured named in Schedule A.
 - (i) The term “Insured” also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) “Insured Claimant”: An Insured claiming loss or damage.
- (f) “Knowledge” or “Known”: Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) “Land”: The land described in Schedule A, and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) “Mortgage”: Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) “Public Records”: Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), “Public

Records” shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) “Title”: The estate or interest described in Schedule A.
- (k) “Unmarketable Title”: Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or

CONDITIONS AND STIPULATIONS - CONTINUED

damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses in-

curred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any

method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be

no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

ALTA OWNER'S POLICY
(6-17-06)

WESTCOR
LAND TITLE
INSURANCE COMPANY

OWNER'S POLICY
OF
TITLE INSURANCE

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

ALTA OWNER'S POLICY (6-17-06)

SCHEDULE A

Order No.:	W-24903	Name and Address of Insurer:
Policy No.:	OP-6-WY1000-11684024	Westcor Land Title Insurance Company
Date of Policy:	May 14, 2021 at 4:46PM	875 Concourse Parkway South, Suite 200
Amount of Insurance:		Maitland, FL 32751
Premium:		

Address Reference: 774 East Kelly Avenue, Jackson, WY 83001

1. Name of Insured:

770 Wyoming LLC, a Delaware limited liability company
2. The estate or interest in the Land that is insured by this policy is:

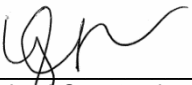
Fee Simple

3. Title is vested in:

770 Wyoming LLC, a Delaware limited liability company
4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION

Issued By:
Wyoming Title & Escrow, Inc.
211 East Broadway
P.O. Box 4429
Jackson, WY 83001
Agent ID: WY1000



Authorized Countersignature

EXHIBIT "A" LEGAL DESCRIPTION

Lot 70 of the Ferrin Seventh Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 2, 2007 as Plat No. 1199.

PIDN: 22-41-16-34-1-92-002

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

STANDARD EXCEPTIONS:

1. Rights or Claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
4. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in the Acts authorizing the issuance of said patents; (c) any water or well rights, or title to water or claims thereof, in, on or under the land.
6. 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.
7. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

SCHEDULE B EXCEPTIONS FROM COVERAGE

SPECIAL EXCEPTIONS:

1. General taxes for the year 2021 and subsequent years, a lien in the process of assessment, not yet due or payable.
2. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the United States of America in a document recorded May 22, 1939, as (book) 6 of Deeds (page) 28, Official Records:
Purpose: Water Pipe Line
[6D28](#)
3. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded February 13, 1940, as (book) 6 of Deeds (page) 66, Official Records:
Purpose: Water Main Pipe Line
[6D66](#)
4. An easement over said land for communication facilities and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, recorded September 15, 1960, as (book) 10 of Mixed Records (page) 283, Official Records.
[10MR283](#)
5. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded June 28, 1966, as (book) 12 of Mixed Records (page) 484, Official Records.
[12MR484](#)
6. All matters as delineated on the Official Plat of Ferrin Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 401.
[Plat 401](#)
7. All matters as delineated on the Official Plat of Ferrin Seventh Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1199.
[Plat 1199](#)
8. A mortgage to secure an original indebtedness of \$750,000.00, and any other amounts or obligations secured thereby, dated May 14, 2021, recorded May 13, 2021, as (instrument) 1015217, Official Records.

Mortgagor: 770 Wyoming LLC, a Delaware limited liability company
Mortgagee/Beneficiary: Rocky Mountain Bank
Loan No.: 52503231

Affects this and other property.

***** End of Schedule B *****

Plane coordinates
(Teton County basis)
N = 1412554.33
E = 2448847.72

Town of Jackson
map 1-81R

18' Sewer Easement
to the Town of Jackson
Book 8, page 247

S89°56'09"W 110.64'

KELLY AVENUE
(granted to Town of Jackson
on this Plat 0.05 acres)

110.55'

N89°56'09"E
20.00'

N89°56'09"E
90.55'

N00°43'15"W 124.31'

Rec. 104.32'
N00°43'15"W 104.31'

N00°43'15"W 130.99'

110.99'

25'

LOT 69
0.23 ACRES

existing house

10'

10'

110.46'

S00°26'42"E 192.43'

Lot 8
Ferrin Addition
Plat no. 401
Knowles & Barbara
Smith
6218p59

S89°36'11"W
90.01'

25'

10'

Rec. 172.32'

LOT 70
0.21 ACRES

existing shed

Rec. 68.01'
N00°30'37"W
68.01'

25'

Plane coordinates
(Teton County basis)
N = 1412362.08
E = 2448846.83

S89°59'31"W
109.97'

Rec. 110.02'

25'

10'

61.97'

Lot 10-B
Ferrin Addition
Plat no. 401
Kornel Wilbrecht
8292p449

Lot 10-A
Ferrin Addition
Plat no. 401
Katalina & Paul
Maxwell
13308p462

Lot 9-A
Ferrin Addition
Plat no. 401
Louise Sprouse,
Trustee
8431p896

Lot 9-B
Ferrin Addition
Plat no. 401
Charlene Bresler
8434p309

WTE

WYOMING TITLE & ESCROW
A MOTHER LOPE COMPANY

This sketch is furnished without charge
solely for the purpose of assisting
in locating said premise and the company
assumes no liability for inaccuracies therein.

56039-751



770 Wyoming LLC, a Delaware limited liability company
270 Westminster, Suite 300
Lake Forest, IL 60045

Date: October 9, 2019

To our valued customer,

Enclosed please find the title insurance policy for your property located at

770 East Kelly Avenue, Jackson, WY 83001

Please review this policy in its entirety. In the event that you find any discrepancy, or if you have any questions regarding your title insurance policy, you may contact the Policy Department at:

Email: wtepolices@wyomingtitle.com
Telephone: (307)732-2983
Fax: (307)732-0200

Please refer to our **Order No. W-20009**.

We will retain a copy of this title insurance policy so we will be able to provide future products and services to you quickly and efficiently. Thank you for giving us the opportunity to serve you.

Sincerely,

Wyoming Title & Escrow, Inc.
211 East Broadway, P.O. Box 4429
Jackson, WY 83001

OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:
WYOMING TITLE AND ESCROW, INC.
211 EAST BROADWAY
P.O. BOX 4429
JACKSON, WY 83001
PHONE: (307) 732-2983



Policy Number **OX-12943792** File Number: **W-20009**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:

Authorized Officer or Licensed Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

CONDITIONS (con't)

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

CONDITIONS (con't)

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this

policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

ALTA OWNER'S POLICY (6-17-06)

SCHEDULE A

Order No.:	W-20009	Name and Address of Insurer:
Policy No.:	OX-12943792	Old Republic National Title Insurance
Date of Policy:	August 21, 2019 at 1:53PM	Company
Amount of Insurance:	[REDACTED]	3000 Bayport Drive, Suite 1000
Premium:	[REDACTED]	Tampa, FL 33607-5402

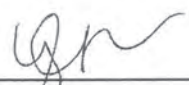
Address Reference: 770 East Kelly Avenue, Jackson, WY 83001

1. Name of Insured:
770 Wyoming LLC, a Delaware limited liability company
2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:
770 Wyoming LLC, a Delaware limited liability company
4. The Land referred to in this policy is described as follows:
SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION

Issued By:
Wyoming Title & Escrow, Inc.
211 East Broadway
P.O. Box 4429
Jackson, WY 83001
Agent ID: A49130



Authorized Countersignature

EXHIBIT "A" LEGAL DESCRIPTION

Lot 69 of the Ferrin Seventh Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 2, 2007 as Plat No. 1199.

PIDN: 22-41-16-34-1-92-001

SCHEDULE B EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and that is not shown by the public records.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; or (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
4. Any right, title or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons, whether or not shown by the public record.
5. (a) Taxes, assessments or special levies which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records; (b) Real Property Taxes for the year 2019 and subsequent years; (c) Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
6. Taxes, special and general, assessment districts and service areas for the year 2019.
Tax ID No.: OJ-006826
1st Installment: \$1,780.26 OPEN
2nd Installment: \$1,780.25 OPEN

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
7. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the United States of America in a document recorded May 22, 1939, as (book) 6 of Deeds (page) 28, Official Records:
Purpose: Water Pipe Line 6D28
8. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded February 13, 1940, as (book) 6 of Deeds (page) 66, Official Records:
Purpose: Water Main Pipe Line 6D66
9. An easement over said land for communication facilities and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, recorded September 15, 1960, as (book) 10 of Mixed Records (page) 283, Official Records. 10-283
10. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded June 28, 1966, as (book) 12 of Mixed Records (page) 484, Official Records.

12MR484

11. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson in a document recorded December 14, 1970, as (book) 8 (page) 247, Official Records:
Purpose: Sewer Pipe Line 8-247
12. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded November 13, 1978, as (book) 78 (page) 505, Official Records. 78-505
13. All matters as delineated on the Official Plat of Ferrin Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 401. Plat 401
14. All matters as delineated on the Official Plat of Ferrin Seventh Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1199. Plat 1199

***** End of Schedule B *****

Teton Media Works, Inc.
P.O. Box 7445
Jackson, WY 83002
Tel : (307) 733-2047

Advertising Receipt

Cirque Consulting
P.O. Box 7775
Jackson, WY
83002

Cust# : 25635
Tel # : (307) 733-2609
Ad # : 398114 **Inches :** 2.0000
Date : 10/01/21 **Columns :** 2.00
Salesperson : Rodolfo Perez

Edition	Insertion Date	Amount
Jackson Hole News&Guide	10/06/21	40.20
Jackson Hole News&Guide	10/13/21	40.20
		Sub Total 80.40
		RTSI 0.00
		NOTX 0.00
		Grand Total 80.40

Notice

Thank you for your business.

**Affidavit of
Acknowledgment and
Acceptance of Final Plat**

KNOW ALL PERSONS BY THESE PRESENTS:

Robert T.E. Lansing, Manager, 770 Wyoming, LLC a Delaware limited liability company does hereby depose and say:

1. that I am Robert T.E. Lansing, Manager, 770 Wyoming, LLC a Delaware limited liability company, who owns real property in Teton County, Wyoming, being Lots 69 & 70 of the Ferrin 7th Addition to the Town of Jackson, according to Plat No. 1199, and as described in those Warranty Deeds, recorded in the Office of the Clerk of Teton County, Wyoming as Document # 0975692 and #1015216;

2. that I have examined a copy of the Final Plat of the proposed subdivision titled **Ferrin Thirteenth Addition to the Town of Jackson** dated _____, 2021;

3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and Certificate of Owner found on said plat;

4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Owner as contained on said Final Plat.

DATED this _____ day of _____, 2021

770 Wyoming, LLC
a Delaware limited liability company

By:

Robert T.E. Lansing
Its: Manager

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by Robert T.E. Lansing, Manager, 770 Wyoming, LLC a Delaware limited liability company, this _____ day of _____, 2021.

Witness my hand and official seal.

Notary Public

My Commission Expires:

**Affidavit of
Acknowledgment and
Acceptance of Final Plat**

KNOW ALL PERSONS BY THESE PRESENTS:

_____, _____ an officer of Rocky Mountain Bank duly authorized to sign on behalf of the bank does hereby depose and say:

1. that Rocky Mountain Bank, whose address is 890 W. Broadway Ave, Jackson WY 83001, is holder of a mortgagee on certain real property being Lots 69 & 70 of the Ferrin 7th Addition to the Town of Jackson, Plat No. 1199, according to that Mortgage of record in the Office of the Clerk of Teton County, Wyoming as Document #1015217 and which mortgage encumbers that certain real property included in the **Ferrin Thirteenth Addition to the Town of Jackson**;

2. that I have examined a copy of the Final Plat of the proposed subdivision titled **Ferrin Thirteenth Addition to the Town of Jackson** dated _____, 2021;

3. that I hereby consent to the subdivision as described in the Certificate of Surveyor and Certificate of Mortgagee found on said plat;

4. that I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Mortgagee as contained on said final plat.

DATED this ____ day of _____, 2021

Rocky Mountain Bank

By:

Signature

Printed Name

Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

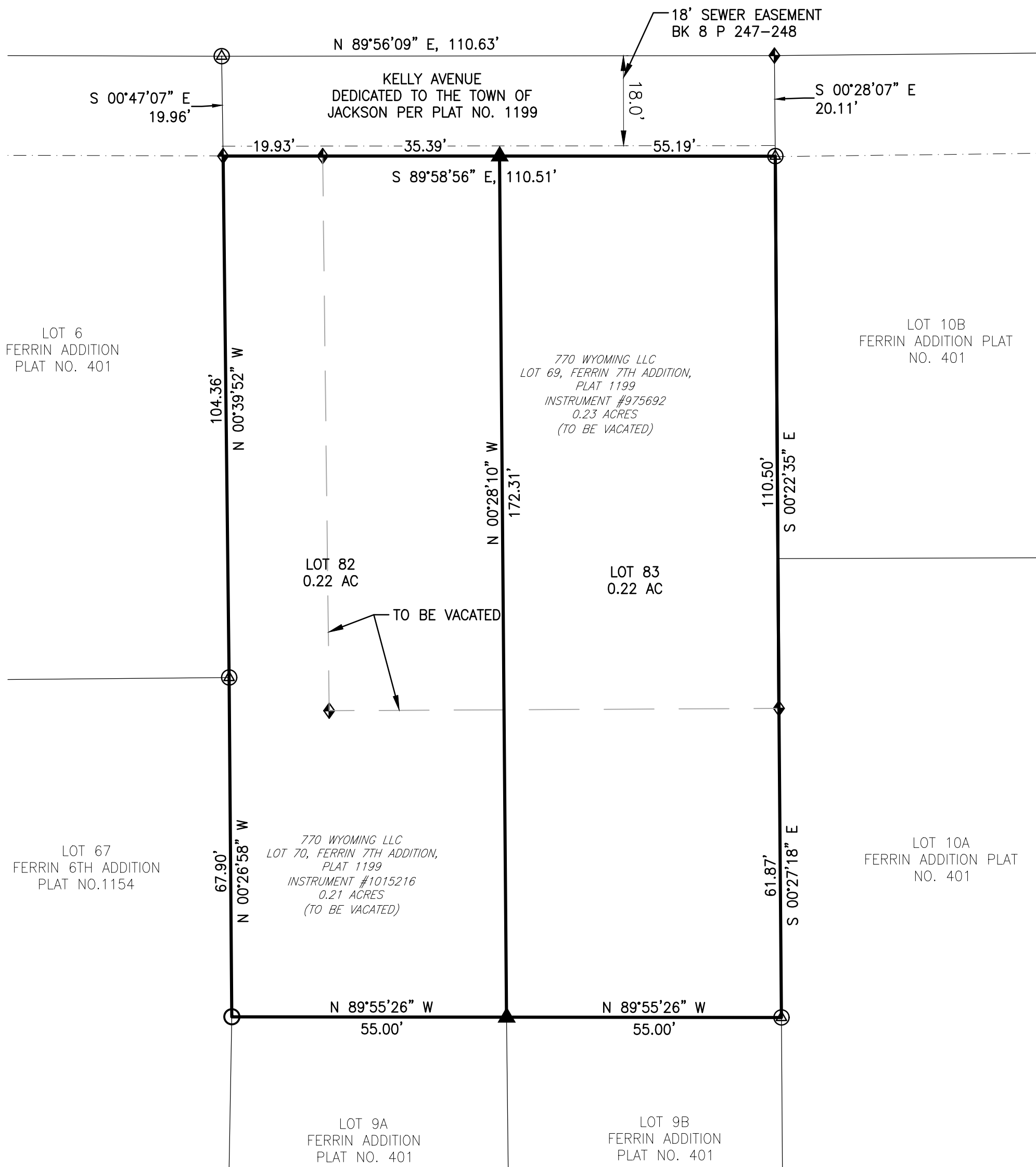
The foregoing Affidavit of Acknowledgement and Acceptance of Final Plat being subscribed and sworn to before me by _____, _____, Rocky Mountain Bank, this _____ day of _____, 2021.

Witness my hand and official seal.

Notary Public

My Commission Expires:

S:\Projects\2021\284-01_C770 & 774 E Kelly - Northwolves - Surveying\21-284-01-PLAT.dwg (PLAT) - Dec 06, 2021, 10:46:05 am PLotted by: angle DWG (DWG): 210



CERTIFICATE OF APPROVAL

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

The foregoing Subdivision, **Ferrin Thirteenth 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

Town 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:_____

CERTIFICATE OF MORTGAGEE

ROCKY MOUNTAIN BANK

Certificate of Mortgagee by separate affidavit

CERTIFICATE OF OWNERS

State of Wyoming)
County of Teton)ss

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

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

That the name of the subdivision shall be **FERRIN THIRTEENTH ADDITION TO THE TOWN OF JACKSON**;

That access to the subdivision is from Kelly Avenue;

That Lots 69 and 70 of Ferrin Seventh Addition to the Town of Jackson, Plat no. 1199, records of Teton County, is hereby vacated in accordance with the Town of Jackson Land Development Regulations, Article VII and Sections 34–12–106 through 110, Wyoming Statutes, 1977, as amended, and the Teton County Clerk is respectfully requested to write “vacated” across said lots, they being reconfigured as shown hereon;

That this subdivision is subject to all matters delineated on Ferrin Seventh Addition to the Town of Jackson, Plat no. 1199, records of the Office of the Clerk of Teton County;

That this subdivision is subject to all matters delineated on Ferrin Addition to the Town of Jackson, Plat no. 401, records of the Office of the Clerk of Teton County;

That this subdivision is subject to a blanket Right-of-Way Easement as described in Book 10 Mixed Records Page 283 of record in the office of the County Clerk at the time of this recording;

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

That access across the driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, firefighting vehicles, and police vehicles;

That Seller does not warrant to Purchaser that he 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 a stream or river to persons living on the banks 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 any other easements, restrictions, reservations, rights-of-way, and conditions of sight and/or record including, but not limited, to those shown hereon;

Signed by separate affidavit

CERTIFICATE OF SURVEYOR

State of Wyoming)

County of Teton)

I, Lucas D. Rudolph, a Professional Land Surveyor of Victor, Idaho, hereby certify, to the best of my knowledge and belief:

That by authority of the owner I have subdivided the lands shown on this plat to be known as **FERRIN THIRTEENTH ADDITION TO THE TOWN OF JACKSON**;

That the lands in this subdivision are identical with and described as

Lots 69 & 70 of the Ferrin Seventh Addition to the Town of Jackson, Plat no. 1199, a subdivision of record in the Office of the Teton County Clerk and located in the SE1/4 NE1/4, Section 34, T41N, R118W, 6th P.M., Town of Jackson, Teton County, Wyoming.

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

That all dimensions and areas are correctly shown;

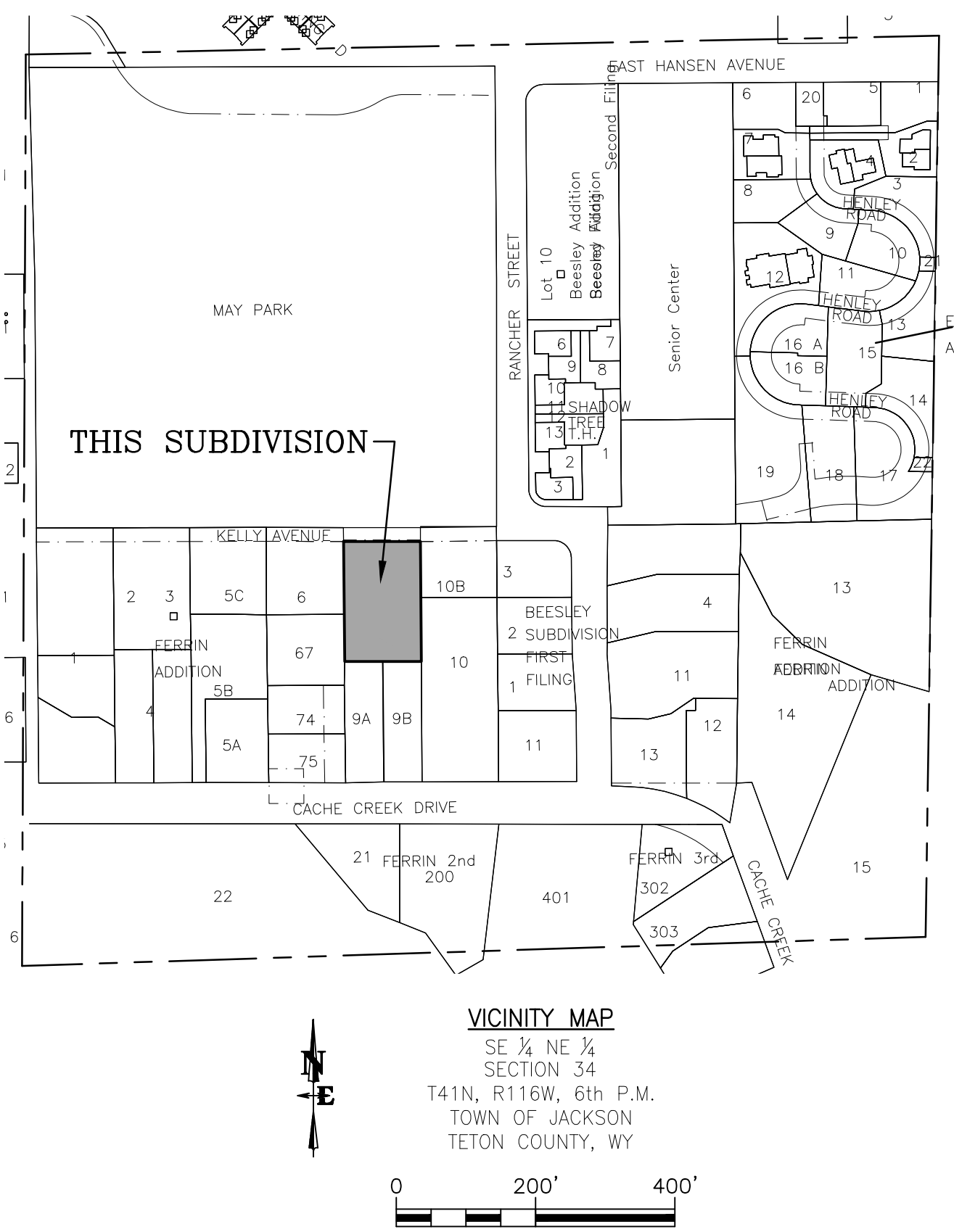
That all corners are monumented as shown hereon.

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:_____



LEGEND

- = PARCEL PROPERTY LINE
- - - = VACATED LOT LINE
- - - = EXISTING EASEMENT
- = ADJOINING PROPERTY LINE
- ⊗ = FOUND 5/8" Ø REBAR WITH CAP "NELSON ENGR PE&LS 578"
- ◆ = FOUND 5/8" Ø REBAR WITH CAP "NELSON ENGR PLS 4270"
- = FOUND 5/8" Ø REBAR
- ▲ = SET 5/8" Ø REBAR WITH CAP "NELSON ENGR PLS 15442"

NOTES:

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

AT TIME OF PLAT WATER AND SEWER SERVICES TO LOTS 82 AND 83 ARE NOT INSTALLED

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.

Ferrin Thirteenth Addition to the Town of Jackson

Being identical with
Lots 69 & 70, Of Ferrin Seventh Addition
Plat No. 1199

located within the
SE 1/4 NE 1/4,
Section 34,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

DRAWING TITLE
FINAL PLAT

JOB TITLE
770 & 774 E. KELLY ST
JACKSON, WY

DRAWING NO
1
JOB NO
21-284-01

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

DATE
12/6/2021
SURVEYED
NE
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CHECKED
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APPROVED

REV.

**TOWN OF JACKSON RESOLUTION #21-29
ESTABLISHING A SISTER CITY RELATIONSHIP WITH TLAXCALA, MEXICO**

WHEREAS, Jackson and Tlaxcala share similar geographies both being inland, mountainous areas with national parks nearby and many seasonal visitors; and

WHEREAS, Tlaxcala and Jackson are directly linked by shared cultural heritage as many Tlaxcaltecas have moved to, worked in, and settled in Jackson over the last 30 years; and

WHEREAS, entering into a Sister City relationship with Tlaxcala, Mexico will formalize and strengthen the relationship between our two cities; and

WHEREAS, initial exchanges between Jackson and Tlaxcala have already occurred through support for a library in Tlaxcala, and a video project with residents in both places; and

WHEREAS, continued partnership may include more formal exchanges via video call, and further programs and opportunities to learn from one another and gain perspective about what is happening in each city on the local level.

NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson, acting by and through its Town Council, establishes a Sister City relationship with Tlaxcala, Mexico.

APPROVED ON THE 20th DAY OF DECEMBER 2021.

TOWN OF JACKSON

By: _____
Mayor Morton Levinson

ATTEST:

Lynsey Lenamond, Town Clerk

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

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 January 1, 2022, shall be constructed in accordance with the requirements of the International 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. 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."
 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."
 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."
 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."

10. Add **Section 109.3.1 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 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."
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."
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."
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.
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 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."
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.
16. Delete **Section 1030.1 Exception 4** in its entirety.
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.
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".
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."

20. Delete **Section 1809.12 Timber Footings.** 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 January 1, 2022 shall be constructed in accordance with the requirements of the International Energy Conservation 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. **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 roof insulation.
3. All HVAC ductwork shall be insulated or installed within conditioned space.

2. **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

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 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 from and after January 1, 2022, shall be constructed in accordance with the requirements of the International Mechanical Code, 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 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."
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 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 Town from and after January 1, 2022 shall be constructed in accordance with the requirements of the International Residential Code, 2021 Edition, as published by the International Code Council, specifically **including appendix AF**. Said Code is incorporated herein by reference as if the same were 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."
 3. **Section 108.2.** A second sentence shall be added to **Section 108.2 Schedule of permit fees** that reads: "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."
 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."
 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".
 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, 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.

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.
- 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. **Section R403.3.** Shall be replaced with a sentence reading “Frost protected shallow foundations are prohibited.”
- 17. **Section N1101.1.1 Special Conditions.**
 - a. All pools and spas shall be equipped with evaporation control covers.
 - b. All exterior landscape lighting shall be solar powered.
 - c. The first 5 feet of piping to storage water heaters shall be insulated.
 - d. Interior lighting fixtures shall be limited to 25% maximum use of incandescent lighting.
 - e. 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** by adding the following:
“In 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.
 - 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 that 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** in their entirety.

20. **Section M1503.4**

a. This exception shall not apply to any new construction.

b. This exception can only be used for remodels and only if the kitchen fan installation would require existing finishes to be removed.

21. **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)** 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: “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 by reference.

- A. All buildings and temporary structures built or located within the Town from and after January 1, 2022 shall be constructed in accordance with the requirements of the International Plumbing 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 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."
 4. **Section 106.6.3 Fee refunds** number 3 shall be deleted.
 5. **Section 108.4 Violation penalties** shall read: "Any person who violates a provision of this Code; or fails to comply with any of the requirements of this Code; or who erects, installs, alters, or repairs plumbing work in violation of the approved construction documents, 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. **Section 108.5 Stop work orders.** The last sentence shall read: "Any person who 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 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 Commercial Food Waste Grinder Units** shall have Section 416.1.1 **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."
 11. **Section 608.17.4** 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 principal backflow preventer.
 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 first sentence shall be amended 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. Section 1003.3.6 shall be amended to read: “Grease Interceptors shall be sized by the Town of Jackson Engineering Department.”
- 17. **Section 1106.1 General** shall be amended to read: “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 Town from and after January 1, 2022, shall be constructed in accordance with the requirements of the International Fuel Gas 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 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."
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."
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 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 violates a provision of this code; fails to comply with any of the requirements of this code; or who erects, installs, alters, or repairs plumbing or mechanical work in violation of the approved construction documents, 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 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: "Copper and brass tubing shall not be used for installations of gas piping systems."
10. **Section 602.1** shall be amended by adding: "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)

COUNTY OF TETON)ss
)

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 B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF THE TOWN OF JACKSON ORDINANCE NOS. 131, 161, 176 (PART) 181, 251, 316, 377 (PART), 429 (PART) 596, 610, 636, 637, 641, 651, 653, 661, 663, 681, 683, 696, 749, 878, 882, 883, 897, 919, 1032, 1033, 1041 THROUGH 1048, 1055, 1080, 1081, 1103, 1114, 1138, 1193 AND 1194; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 214, 444, 880, 881, 896, AND 1052; SECTION 3 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161, 880 AND 896; SECTION 4 OF TOWN OF JACKSON ORDINANCE NOS. 92, 131, 161, AND 880; SECTION 5 OF TOWN OF JACKSON ORDINANCE NOS. 110 AND 880; SECTION 6 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161 AND 880; SECTION 7 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161 (PART) AND 880; SECTIONS 8, 11, 12 AND 14 OF TOWN OF JACKSON ORDINANCE NOS. 131 AND 880; SECTION 9 OF TOWN OF JACKSON ORDINANCE NOS. 131, 880 AND 881; SECTION 10 OF TOWN OF JACKSON ORDINANCE NO. 880; SECTIONS 13, 18 THROUGH 21, 23 THROUGH 26, 30, 31, 34, 37, 38 AND 42 OF TOWN OF JACKSON ORDINANCE NO. 131; SECTION 15 OF TOWN OF JACKSON ORDINANCE NOS. 131 AND 289; SECTION 16 OF TOWN OF JACKSON ORDINANCE NOS. 92, 110 AND 131; AND SECTIONS 10.04.010 THROUGH 10.04.450, 10.08.050, 10.08.090, 10.08.160, 10.12.040, 10.12.160, 10.13.010, 10.13.020, 10.13.130, 10.13.150, 10.14.010 THROUGH 10.14.080, 10.16.010, 10.16.020, 10.16.030, 10.17.010, 10.17.020, AND 10.17.030 OF THE TOWN OF JACKSON MUNICIPAL CODE; 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 the Town of Jackson Ordinance Nos. 131, 161, 176 (part) 251, 316, 596, 610, 636, 637, 641, 651, 653, 661, 663, 681, 683, 749, 878, 897, 919, 1032, 1033, 1041 through 1048, 1052, 1055, 1080, 1081, 1103, 1114, 1138 and 1194; Section 2 of the Town of Jackson Ordinance Nos. 131, 214, 444, 880 and 1052; Sections 3, 4 and 6 of the Town of Jackson Ordinance Nos. 131, 161 and 880; Sections 5 and 10 of the Town of Jackson Ordinance No. 880; Section 7 of the Town of Jackson Ordinance Nos. 131, 161 (part) and 880; Sections 8, 9, 11, 12 and 14 of the Town of Jackson Ordinance Nos. 131 and 880; Sections 13, 15, 16, 18 through 21, 23 through 26, 30, 31, 34, 37, 38 and 72 of the Town of Jackson Ordinance No. 131; and Sections 10.04.010 through 10.04.450 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.04.010 Uniform Act-- Adoption; Implied Consent to Chemical Testing.

- A. Wyoming Statute §31-5-101 through and including §31-5-1402, the same being the Uniform Act Regulating Traffic on Highways; §31-6-101 through and including §31-6-108, the same being the Implied Consent and Chemical Testing act; §31-4-101 through and including §31-4-104, the same being General Offenses and Penalties; and §31-7-134, the same being Driver's Licenses, as such sections may be amended from time to time, excluding such sections of as are specifically deleted therefrom by Section 10.04.020, are adopted by reference and incorporated herein as a part of this chapter in full as if completely set forth herein..

(Ord. §_____; Ord. 1032 § 1, 2013; Ord. 880 § 2, 2008; Ord. 749 § 1, 2004; Ord. 610 § 1, 1998; Ord. 596 § 1, 1998; Ord. 161 § 1, 1973; Ord. 131 § 1, 1970.)

10.04.020 Uniform Act--Excluded sections.

The following sections of the Uniform Act Regulating Traffic on Highways, and all amendments thereto, are specifically deleted and excepted therefrom before adoption by the Council, as provided in Section 10.04.010:

- A. §31-5-112 through and including §31-5-114;

- B. §31-5-213;
- C. §31-5-227;
- D. §§31-5-501(a) and 31-5-502;
- E. §§31-5-510 and 31-5-511;
- F. §§31-5-937 and 31-5-939;
- G. §31-5-957;
- H. §31-5-1205 paragraphs (b) and (c);
- I. §31-5-1212 paragraph (b);
- J. §31-5-1214

(Ord. §_____; Ord. 1032 § 1, 2013; Ord. 610 § 1, 1998; Ord. 161 § 3, 1973; Ord. 131 § 2, 1970.)

10.04.030 Uniform Act--References—Municipal Judge. Repealed

(Ord. §_____; Ord. 880 § 3, 2008; Ord. 610 § 1, 1998; Ord. 161 § 3, 1973; Ord. 131 § 3, 1970.)

10.04.060 Speed or acceleration contest or exhibition of speed. Repealed

(Ord. §_____; Ord. 878 § 1, 2008; Ord. 610 § 1, 1998; Ord. 131 § 6, 1970.)

10.04.070 Speed limits generally.

A. No person shall drive a vehicle on a highway, street, or alley at a greater speed than is reasonable and prudent under the existing conditions and having due regard for the actual and potential hazards then existing.

B. Except when a special hazard exists that requires lower speed for compliance with subsection A, the limits specified in this subsection shall be the maximum lawful speed for Town highways, streets, and alleys, and no person shall drive a vehicle on a highway, street, or alley at a speed in excess of such maximum limits:

1. The prima facie speed limit shall be as indicated and posted on appropriate signs.

C. Except when a special hazard exists that requires lower speed for compliance with subsection A, or in those instances set forth in subsection B, the speed limit on all streets and at all places within the Town shall be twenty-five miles per hour.

(Ord. §_____; Ord. 1041 § 1, 2013; Ord. 919 § 1, 2009; Ord. 610 § 1, 1998; Ord. 161 § 4, 1973; Ord. 131 § 7, 1970.)

10.04.080 Presumption of safe and reasonable speed. (Repealed)

(Ord. §_____; Ord. 610 § 1, 1998; Ord. 131 § 8, 1970.)

10.04.090 One-way streets and alleys.

A. Upon those streets and parts of streets and in those alleys designated by appropriate signage, pavement markings, or curb markings, a vehicle shall be driven only in the direction designated.

B. When appropriate signage, pavement markings, or curb markings so authorize angle parking it shall be permitted upon the entirety or specific parts of one-way streets in accordance with section 10.04.140.

(Ord. §_____; Ord. 610 § 1, 1998; Ord. 131 § 9, 1970.)

10.04.100 Obedience to traffic-control devices.

A. The driver of any vehicle must obey the instructions of any official traffic-control device, including signs, placed in accordance with the provisions of this chapter and Wyo. Stat. §§ 31-5-402 through 405 unless otherwise directed by a traffic or police officer, subject to the exceptions granted the driver of an authorized emergency vehicle.

B. Stop and yield intersections are those so designated by resolution, which resolution is on file with the Town Clerk.

(Ord. §_____; Res. 05-27, 2005; Res. 04-26, 2004; Res. 04-25, 2004; Ord. 610 § 1, 1998; Ord. 131 § 11,

1970.)

10.04.110 Yield intersections. Repealed

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 12, 1970.)

10.04.120 Cutting through corners. Repealed

(Ord. § _____; Ord. 880 § 4, 2008; Ord. 610 § 1, 1998; Ord. 131 § 13, 1970.)

10.04.130 Parking parallel to curb.

- A. No person shall stand or park a vehicle on a street other than parallel with the edge of the roadway, with the front of the vehicle facing in the direction of lawful traffic movement, and with the right-hand wheels of the vehicle within eighteen inches of the curb or edge of the roadway, except as otherwise provided in this chapter.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 14, 1970.)

10.04.140 Angle parking--Restrictions.

- A. Angle parking shall be permitted upon the streets or parts of the streets as designated by appropriate signage, pavement markings, or curb markings erected or placed by the Town.
- B. No vehicle shall be angle parked in any area designated for angle parking which is of such length that said vehicle blocks or impairs the use of a traffic lane.
- C. In no case, shall any angle parked vehicle extend from the curb or edge of the roadway a greater distance than one-third of the width of the roadway.
- D. No person shall back a vehicle into any area designated for angle parking, nor park, stop, or stand a vehicle perpendicular to any designated angle parking space.

(Ord. § _____; Ord. 1042 § 1, 2013; Ord. 653 § 1, 2000; Ord. 610 § 1, 1998; Ord. 131 § 15, 1970.)

10.04.150 Parking on one-way streets. Repealed

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 16, 1970.)

10.04.160 Additional prohibitions as to stopping or parking.

In addition to those areas designated in the Uniform Act Regulating Traffic on Highways adopted hereby, no person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic control device, in any of the following places or for any of the following purposes:

- A. Within an intersection;
- B. Within ten feet of a fire hydrant;
- C. On a sidewalk;
- D. In front of a public or private driveway;
- E. In front of a public alley;
- F. On a crosswalk;
- G. Within twenty feet of a crosswalk at an intersection;
- H. Within five feet of any curb cut as measured from the concrete joint at the top of curb immediately before the curb cut begins and including, but not limited to, driveways, ADA ramps, and alleys;
- I. Within twenty feet of the driveway entrance to any fire station; and on the side of the street opposite the entrance when properly signposted;
- J. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct or be hazardous to traffic;
- K. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- L. At any place where official signs or traffic marking prohibits stopping, standing, or parking;

- M. With the left-hand side of the vehicle to the curb or edge of street travel way except as otherwise permitted on one-way streets;
- N. At any place in any public park, playground, or cemetery other than on the roads or drives provided for such purposes;
- O. For the principal purpose of displaying such vehicle for sale;
- P. For the principal purpose of displaying advertising;
- Q. For the principal purpose of greasing or repairing such vehicle, except repairs necessitated by an emergency;
- R. For the principal purpose of the sale of foodstuff or other merchandise;
- S. On any private property without the express or implied consent of the owner or legal occupant of said property.

(Ord. § _____; Ord. 1043 § 1, 2013; Ord. 610 § 1, 1998; Ord. 131 § 18, 1970.)

10.04.170 Parking in alleys.

- A. No person shall park a vehicle within an alley except during the necessary and expeditious loading and unloading of merchandise or personal belongings, and in no instance, however temporary, shall a person stop, stand, or park a vehicle within an alley in such position so as to block a driveway entrance to any abutting property or impair the use of the alley traffic lane.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 19, 1970.)

10.04.180 Parking adjacent to schools. Repealed

(Ord. § _____; Ord. 880 § 5, 2008; Ord. 610 § 1, 1998; Ord. 131 § 20, 1970.)

10.04.190 Parking time limited on Town streets.

- A. No person shall park a vehicle or permit a vehicle to remain parked on the same block face of any street within the Town for longer than seventy-two consecutive hours.
- B. Public streets, lots, and parking facilities may be designated with time limitations and no person shall park a vehicle in any area or block face so designated by signage, pavement markings, or curb markings for longer than the designated time limit.
- C. "Block face" is defined as the side of the street where the vehicle was parked between two intersecting streets. An alley shall not be considered a street.
- D. The provisions of this Section 10.04.190 shall not apply to any authorized emergency vehicle as defined by Wyoming law when such vehicle is operated in the manner specified by law in response to an emergency call; nor shall it apply to any vehicle of a Town, county, or state department or agency while being necessarily used for and in conjunction with official Town, county, or state business; nor to any law enforcement vehicle while performing official duties.

(Ord. § _____; Ord. 1138 § 1, 2016; Ord. 1044 § 1, 2013; Res 04-27, 2004; Ord. 636 § 1, 1999; Ord. 610 § 1, 1998; Ord. 131 § 21, 1970.)

10.04.200 Parking spaces for persons with disabilities.

- A. No person shall park, load, unload, or stand in any parking space designated for persons with disabilities on public or private property unless:
 - 1. that person has disabilities or a person with disabilities is a passenger in the vehicle; and
 - 2. the vehicle has a Wyoming Department of Transportation "Disabled Parking Placard" license plate or such displayed on the dashboard or suspended from the rearview mirror inside the vehicle.
- B. No person shall park in, or block the areas immediately adjacent to, parking spaces for persons with disabilities required for ingress and egress of such vehicles that are so designated by appropriate signage, pavement markings, or curb markings.
- C. The Town is authorized to honor persons with disabilities placards issued by states other than Wyoming.

- D. At no time shall parking spaces for persons with disabilities on public or private property be used for the storage of snow, trash, shopping carts, construction materials, or be otherwise obstructed, except when an at least equal number of such parking spaces, that have the equivalent accessibility qualities, have been made available temporarily to substitute for the obstructed spaces.
 - E. The number, location, dimensions, and signing of parking spaces for persons with disabilities shall be in accordance with the current Americans with Disabilities Act standards for accessible design.
 - F. All parking spaces designated for persons with disabilities shall be marked with signage, pavement markings, or curb markings with the International Symbol of Access (ISA).
- (Ord. § _____; Ord. 1103 § 1, 2016; Ord. 880 § 6, 2008; Res. 04-28, 2004; Ord. 610 § 1, 1998; Ord. 316 § 1, 1984.)

10.04.201 Bus stops/zones.

- A. It is unlawful to stop, stand, or park a vehicle at any time, except in the case of an emergency or when directed to do so by a law enforcement officer, within a bus stop or zone so marked by any appropriate signage, pavement markings, or curb markings.
 - B. Properly licensed, publicly owned buses are exempt from the provisions hereof.
- (Ord. § _____)

10.04.202 Horse-drawn carriage or stagecoach zones.

- A. It is unlawful to stop, stand, or park a vehicle at any time, except in the case of an emergency or when directed to do so by a law enforcement officer, within a carriage or stagecoach stop or zone so marked by appropriate signage, pavement markings, or curb markings.
 - B. Town of Jackson authorized horse-drawn carriages, sleighs, and/or stagecoaches, may stop and park to load or unload passengers on streets or portions of streets where designated by appropriate signage, pavement markings, or curb markings.
- (Ord. § _____)

10.04.203 Fire Lanes.

- A. It is unlawful to stop, stand, or park a vehicle at any time, except in the case of an emergency or when directed to do so by a law enforcement officer, on streets or portions of streets designated as a fire lane by appropriate signage, pavement markings, or curb markings.
 - B. The provisions hereof do not apply to government-owned and volunteer-owned firefighter vehicles displaying one or more firefighter decals when such vehicle is used in responding to an emergency call or in the performance of official duties.
- (Ord. § _____)

10.04.204 Motorcoaches.

- A. It is unlawful for motorcoaches to stop, stand, or park at any time on any street or alley within the Town, except in the case of an emergency or when directed to do so by a law enforcement officer, in any place except in such locations where appropriate signage, pavement markings, or curb markings allow for motorcoach parking, or loading and unloading of passengers, the latter of which shall in no event exceed 10 minutes.
 - B. For purposes of this section, a motorcoach is defined as a bus meeting one or more of the following conditions: 1) a gross vehicle weight rating 26,000 pounds or greater; 2) sixteen or more designated seating positions (including the driver); 3) at least two rows of passenger seats, rearward of the driver's seating position, that are forward-facing or can convert to forward-facing without the use of tools. Motorcoach includes buses sold for intercity, tour, and commuter bus service, but does not include a bus being used for an approved school activity or a Southern Teton Area Rapid Transit bus.
- (Ord. § _____)

10.04.205 Designated on-street bicycle lanes and pathways.

- A. It shall be lawful to ride, operate, or use Electric Bicycles, as that term is defined in Section 10.13.010 of this Code, in the on-street bike lanes and pathways within the Town, as such are designated by appropriate signage, pavement markings, or curb markings.
- B. Except for the purpose of crossing to gain immediate access to an adjacent property, in the case of an emergency, or when directed to do so by a law enforcement officer, it is unlawful to stop, stand, park, or operate a motor vehicle, motorcycle, or other motorized vehicle in any designated on-street bicycle lane or pathway, as, such is designated by appropriate signage, pavement markings, or curb markings. These provisions shall not apply to governmental agencies, utility providers or other duly authorized persons engaged in maintenance of said bicycle lanes, pathways, and adjacent utilities, nor in cases of unavoidable necessity.

(Ord._§_____; Ord. 1194 § 1, 2018; Ord. 661 § 1, 2000.)

10.04.215 Interference with parking enforcement.

- A. No person shall interfere with officials, who in the performance of their duties, enforce parking regulations set forth in this Code nor interfere with official marks, video, digital imaging, or other tools or methods used in parking enforcement.
- B. "Interference" is defined as removing or attempting to conceal or defeat marks, video, digital imaging or other forms of time, place, and movement recording, or measurement placed for parking enforcement purposes.

(Ord._§_____)

10.04.220 No overnight parking zones.

- A. Except for the public parking structure located at the corner of West Simpson Avenue and South Milward Street, no person shall park a vehicle between the hours of 2 a.m. and 7 a.m. on any parking lot owned, operated, leased, or maintained by the Town, nor on the Teton County Library, and Jackson/Teton County Recreation Center parking lots, nor upon any street or alley designated as no overnight parking by appropriate signage, pavement markings, or curb markings.

(Ord._§_____; Ord. 1080 § 1, 2015; Ord. 897 § 1, 2008; Ord. 681 § 1, 2001; Ord. 641 § 1, 1999; Ord. 610 § 1, 1998; Ord. 214 § 2, 1977.)

10.04.225 Public Parking Structure at West Simpson Avenue and South Milward Street.

- A. No person shall park a vehicle in the public parking structure located at the corner of West Simpson Avenue and South Milward Street for longer than forty-eight consecutive hours, unless parked in spaces designated otherwise by appropriate signage, permits, pavement markings, or curb markings erected or placed by the Town. Upon having parked up to forty-eight consecutive hours, a vehicle must be vacated from the parking garage for a period of no less than three hours before the vehicle may be permitted to park within the parking garage again. (Ord. 1114 § 1, 2016; Ord. 1079 § 1, 2015; Ord. 1052 § 1, 2014.)
- B. No person shall park on or outside the marked lines of a designated parking space so as to obstruct the ability of another vehicle to park in the adjacent parking space.
- C. No commercial vehicle, freight carrying vehicle, or trailer shall be parked in the public parking structure. For the purposes of this chapter, a "commercial vehicle" means any self-propelled or towed vehicle capable of carrying 10 or more persons exclusive of the driver, whether a van, truck, bus, or otherwise; or any self-propelled or towed vehicle used to transport persons and property in the furtherance of any commercial or business purposes; or any self-propelled or towed vehicle used in commerce to transport passengers or cargo.

(Ord._§_____; Ord. 1114 § 1, 2016.)

10.04.230 Driver's license. (Repealed)

(Ord._§_____; Ord. 880 § 7, 2008; Ord. 651 § 1, 2000; Ord. 610 § 1, 1998; Ord. 131 § 23, 1970.)

10.04.240 Registration of vehicles. (Repealed)

(Ord. § _____; Ord. 880 § 8, 2008; Ord. 610 § 1, 1998; Ord. 131 § 24, 1970.)

10.04.245 Failure to maintain liability coverage. (Repealed)

(Ord. § _____; Ord. 880 § 9, 2008; Ord. 683 § 1, 1999).

10.04.250 Limitations on turning around. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 176 (part), 1975; Ord. 131 § 25, 1970.)

10.04.260 Right turns on red light. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 26, 1970.)

10.04.285 Vehicle Immobilization

- A. Definition. For the purposes of this chapter, the word "immobilize" or "immobilization" means and includes the use of any device which may be attached or affixed to a vehicle and when so attached or affixed shall render the vehicle immovable.
- B. Boot list. As frequently as practicable, the Town Manager, or their designee, shall prepare and update the "Boot List," consisting of vehicles that have three or more parking tickets for which the registered owner failed to timely pay the fine due, appear in court on the date assigned pursuant to a parking citation, or a combination of the two.
 - 1. Notice that a vehicle is subject to immobilization shall be served by the Town Manager, or their designee, by mail to the registered owner.
 - 2. A vehicle on the Boot List and whose registered owner has been so notified by the Town Manager, or their designee, pursuant to section B.1 above, is subject to immobilization by the Town Manager, or their designee, while that vehicle is located upon any public property.
 - 3. A person immobilizing the vehicle shall attach to the vehicle, at the time of immobilization, a notice advising the owner that:
 - i. The vehicle has been immobilized by the Town for three or more parking tickets for which the registered owner failed to pay the fines due, appear in court on the date assigned pursuant to a parking citation(s), or a combination of the two.
 - ii. Release from immobilization may be obtained by the issuance of a failure to appear citation to the person in control of the vehicle at the time of immobilization for all outstanding parking violations.
 - iii. Unless such failure to appear is issued within three business days of the immobilization, including the day the vehicle was immobilized, the vehicle may be impounded.
 - iv. It is unlawful for any person to remove or attempt to remove the immobilization device, to damage the immobilization device, or to move the vehicle with the immobilization device attached, unless authorized by the Town Manager, or their designee.
 - 4. The Town Manager, or their designee, shall remove a vehicle from the Boot List and authorize its release from immobilization within twenty-four hours of the issuance of the failure to appear citation.
 - 5. If a vehicle immobilized pursuant to this section is not released within three business days of the immobilization, including the day the vehicle was immobilized, the Town Manager, or their designee, may require the vehicle to be removed or cause it to be removed and towed in accordance with the towing and impoundment provisions of this Code.
- C. Boot fee. See JMC § 1.18.080, Administrative fees assessed in municipal court; Court costs assessed in municipal court.

- D. Authorized. When the Town Manager, or their designee, finds a vehicle parked in violation of the provisions of this Code, they may immobilize the vehicle or cause the same to be done if that vehicle appears on the Boot List.
- E. Alternate procedure. The provisions of this section are declared to provide an alternative manner for the enforcement of the provisions of this Code pertaining to parking violations and shall not preclude impoundment of the vehicle parked as otherwise authorized pursuant to this Code or any other method of enforcing the parking ordinances.
- F. Tampering with immobilization device. It is unlawful to tamper with, damage, corrupt, or impair an immobilization device placed on a vehicle.

(Ord. _____ § ____)

10.04.290 Towing and impounding vehicles.

- A. Vehicles within the Town may be towed by the Town, the county, or by a contractor or agent of the Town, for any one or more of the following reasons:
 - 1. The vehicle was found parked in any unauthorized place or in violation of this title or any other Town ordinance;
 - 2. The vehicle was immobilized pursuant to Section 10.04.285 and has not been released within three business days;
 - 3. The vehicle was in an accident, whether with another vehicle, a pedestrian, wildlife, or otherwise;
 - 4. The vehicle is a hazardous vehicle;
 - 5. The vehicle is a derelict motor vehicle;
 - 6. The vehicle is obstructing snow removal operations or causing an obstruction in a snow emergency;
 - 7. The vehicle is obstructing street cleaning operations;
 - 8. The vehicle is obstructing tree cutting operations;
 - 9. The vehicle is obstructing street or sewer maintenance operations;
 - 10. The vehicle is not operable due to the arrest of the owner or operator;
 - 11. The vehicle is lost or reported stolen;
 - 12. The vehicle is a nonmotorized obstruction vehicle (defined as a vehicle without motive power in operation designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle);
 - 13. The vehicle is on private property and is parked without consent of the property owner, proprietor, or agent of the property owner; provided: i) that signs posted on the property give notice that parking is prohibited, and ii) that the person requesting the tow signs a statement that they are the owner, proprietor, or agent of the property owner and that they have authority to request the towing of the vehicle;
 - 14. The vehicle is obstructing access to a fire hydrant.
- B. The owner of the vehicle shall pay all reasonable charges of towing and storage incurred, in addition to any penalties imposed for violation of this code or any other Town ordinance.
- C. When authorized by this code, members of the police department may remove a vehicle from a street, alley, or highway to a public or private garage or lot or other place of safety, or to a garage or lot designated by, contracted with, or maintained by the Town.
- D. Whenever an officer removes a vehicle from a street, alley, or highway as authorized in this section and the officer knows or is able to ascertain from the vehicle registration records the name and address of the owner, the officer shall immediately give, or cause to be given, notice to the owner the fact of removal, the reasons therefore, and the place to where the vehicle has been removed.
- E. Whenever an officer removes a vehicle from a street, alley, or highway under this section and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner, and in the event the vehicle is not returned to the owner within a period of three days, then the officer shall immediately send or cause to be sent a written report of the removal by mail to the state department whose duty it is to register motor vehicles. The officer will file a copy of the notice

with the proprietor of any garage or lot in which the vehicle may be stored. Notice shall include a complete description of the vehicle, the date, time and place from which removed, reasons for removal, and the name of the garage or place where the vehicle is stored.

(Ord. § _____; Ord. 1052 § 2, 2014; Ord. 880 § 10, 2008).

10.04.295 Abandoned Vehicles.

- A. Except as otherwise specifically provided in this section, whenever an officer has reasonable grounds to believe that a vehicle has been abandoned, they may remove the vehicle, or cause it to be removed, at the expense of the owner to a place of impoundment designated by the county pursuant to and consistent with state statute.

(Ord. _____ § ____)

10.04.300 Parking During Winter Maintenance

- A. No person shall park a vehicle on any street within the Town during the hours of 3 a.m. and 7 a.m. between November 1st and April 15th.

(Ord. _____ § ____, 2021; Ord. 1045 § 1, 2013; Ord. 880 § 11, 2008; Ord. 610 § 1, 1998; Ord. 251 § 1, 1978; Ord. 131 § 30, 1970.)

10.04.310 Restricted vehicles--Truck route.

- A. All vehicles, combination of vehicles, or combinations of vehicle and load having a length of more than forty-five feet, or a width of more than eight and one-half feet with load, or height of more than fourteen feet with or without load, are restricted vehicles.

- B. All restricted vehicles and all trucks or similar vehicles of 24,000 pounds gross weight or more shall be driven only upon the following streets or parts of streets:

1. NORTH BOUND TRAFFIC: Broadway Avenue east to Milward Street, thence north along Milward Street to Mercill Avenue, thence east along Mercill Avenue to Cache Street, and thence north along Cache Street to the Town limits. (Ord. 1046 § 1, 2013.)
2. SOUTH BOUND TRAFFIC. Cache Street south to Mercill Avenue, thence west along Mercill Avenue to Milward Street, thence south along Milward Street to Broadway Avenue, and thence west along Broadway Avenue to the Town limits. (Ord. 1046 § 1, 2013.)

Such vehicles shall deviate only when necessary to traverse another street or streets for the purpose of loading, unloading, or servicing and then only by such deviation from the nearest truck route as is reasonable and practical; provided, that no such vehicle shall be loaded, unloaded, or serviced upon any street or part of a street if there is usable off-street loading, unloading, or servicing space available.

- C. Vehicles carrying explosives, corrosive, or flammable substances in excess of five gallons (other than fuels carried in permanently attached tanks and used exclusively for propulsion of the vehicle to which attached) shall be driven upon those streets or parts of streets described above, and none other, unless so authorized by the Town Manager, or their designee, or unless such vehicle is owned and operated by a person, firm, or corporation having a currently valid business license issued by the Town of Jackson.
- D. The provisions of this section shall not apply to passenger buses operating under the authority of the Public Service Commission of this state nor to authorized emergency vehicles.

(Ord. § _____; Ord. 880 § 12, 2008; Ord. 610 § 1, 1998; Ord. 444 § 2, 1992; Ord. 131 § 31, 1970.)

10.04.340 Careless Driving. (Repealed)

(Ord. § _____; Ord. 1048 § 1, 2013, Ord. 610 § 1, 1998; Ord. 161 § 6, 1973; Ord. 131 § 34, 1970).

10.04.345 Child safety restraint system required. (Repealed)

(Ord. § _____; Ord. 880 § 14, 2008; Ord. 637 § 1, 1999.)

10.04.355 Use of cellphone or wireless communication device while operating a vehicle prohibited; Affirmative defenses.

A. The following definitions shall apply to this section:

1. "Cellphone" is defined as a mobile communication device that uses wireless short wave, analog or digital radio transmissions between the device and the transmitter to permit wireless communications to and from the user of the device.
2. Cellphone includes a hand phone, cellular telephone, wireless phone, mobile phone, and satellite telephone.
3. Telephone is synonymous with phone.
4. "Electronic message" means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. An electronic message includes, but is not limited to, a text-based communication, a command or request to access an internet site, or other data that uses a commonly recognized electronic communications protocol.
5. "Wireless communication device" means a cellular, analog, wireless or digital device, computer or telephone, capable of accessing, sending or receiving wireless electronic messages, conversation or other interchange of information, including, but not limited to, a wireless telephone service, a wireless internet service or a wireless text messaging service, but does not include voice radios, mobile radios, land mobile radios, commercial mobile radios or two-way radios with the capability to transmit and receive voice transmissions utilizing a "push to talk" or "press to transmit" function, or other voice radios used by a law enforcement officer, an emergency services provider, an employee or agent of public safety organizations, first responders, school bus operators, taxi cab drivers or mobile commercial enterprises.

B. No person shall operate a motor vehicle while using a cellphone or using a wireless communication device to view, send, or compose an electronic message while operating a motor vehicle. This prohibition of use includes, but is not limited to: talking, text messaging, taking photographs, or any other use which causes a driver's attention to be diverted.

C. It shall be an affirmative defense to prosecution of an offense under this section for:

1. Persons using a cellphone or wireless communication device designed for "hands free" operation, and the device is actually being used in a manner that allows the driver to talk into and listen to the telephone or wireless communication device without the use of hands, including a global positioning or navigation system that is affixed to the vehicle; or
2. Persons using a cellphone or wireless communication device in an emergency situation to call 911 or other similar emergency telephone number; or
3. Persons using a telephone or wireless communication device while maintaining their motor vehicle in a stationary, parked position, off the traveled roadway, and not in gear. This does not include periods during which a motor vehicle is stopped at an intersection or other location as the result of traffic or the placement of a traffic control device on a public street or highway; or
4. An operator of an authorized emergency vehicle using a cellphone wireless communication device while acting in an official capacity.

(Ord. § _____; Ord. 1055 § 1, 2014; Ord. 1047 § 1, 2013)

10.04.370 Regulations for traffic signals. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 37, 1970.)

10.04.375 Traffic-calming zones. (Repealed)

(Ord. § _____; Ord 663 § 1, 2000.)

10.04.380 Schedules--Amendment.

- A. All schedules referred to in this chapter shall be enacted by resolution and are a part of this chapter

that may be amended from time to time by the Town Council. Any amendments made by resolution of the Town Council shall become a part of this chapter as fully as though written herein.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 38, 1970.)

10.04.390 Schedules--Designated. Repealed.

(Ord. § _____; Ord. 1081 § 1, 2015; Res. 14-18, 2014; Ord. 1046 § 1, 2013; Ord. 610 § 1, 1998; Res. 11-03, 2011; Revised Res 10-20, 2010; Revised Res. 09-23, 2009; Revised Res. 09-19, 2009; Revised Res. 08-01, 2008; Res. 07-19, 2007; Res. 07-22, 2007)

10.04.392 Signage and Curb Markings.

A. The Town Manager, or their designee, at the direction of the Town Council, may place signs, pavement markings, and curb markings to indicate stopping, standing, and/or parking regulations as deemed appropriate, including but not limited to:

1. The curb markings shall have the following meanings:

i. Red shall mean no stopping, standing, or parking at any time, except as follows:

- a. A bus may stop and park no longer than necessary to load or unload passengers, but in no event to exceed 10 minutes, when red curbs are signed as a "BUS ZONE."
- b. An approved horse-drawn sleigh, carriage or stagecoach may stop and park to load or unload passengers in areas where curbs are signed as a "CARRIAGE STOP" or "STAGECOACH STOP."
- c. Volunteer firemen may stop and park a vehicle displaying a fireman plate when responding to a fire call or in the performance of other official duties when the curb is signed as a "FIRE LANE."

ii. Yellow means no stopping, standing, or parking at any time except as follows:

- a. For the purpose of loading or unloading of passengers or materials, provided that the loading or unloading of passengers or materials shall not exceed five minutes and only in those areas where a yellow curb is signed to designate a "LOADING ZONE."
- b. For not longer than fifteen minutes when the curb is signed to designate a "FIFTEEN MINUTE ZONE."
- c. For not longer than thirty minutes when the curb is signed to designate a "THIRTY MINUTE ZONE."

iii. Blue means no stopping, standing, or parking at any time, except for vehicles which display appropriate state-issued markings, decals, or plates identifying the vehicle as one for persons with disabilities.

B. Signs, pavement markings, and curb markings shall be placed, erected, and maintained by authorized Town personnel only.

(Ord. § _____; Ord. 1046 § 1, 2013; Revised Res. 08-16, 2008.)

10.04.400 Penalty for violations. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 161 § 7(part), 1973; Ord. 131 § 42, 1970.)

10.04.450 Driving or having control of vehicle while under the influence of intoxicating liquor or controlled substances; penalties. (Repealed)

(Ord. § _____; Ord. 1033 § 1, 2013)

SECTION II.

Section 2 of the Town of Jackson Ordinance No. 881; Sections 5 and 16 of the Town of Jackson Ordinance No. 110; and Sections 10.08.050, 10.08.090, and 10.08.160 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.08.050 Registration required. (Repealed)

(Ord. § _____; Ord. 881 § 2, 2008; Ord. 110 § 5, 1968.)

10.08.090 Operation with unsafe or illegal equipment prohibited.

- A. It is unlawful for any person to drive or move, or for the owner to cause or knowingly permit to be driven or moved, on any roadway any snowmobile or over-snow vehicle or combination of vehicles which is in such unsafe condition so as to endanger any persons or property, or which does not contain those parts or is not at all times equipped with such equipment in proper condition and adjustment as required by this chapter or which is equipped in any manner in violation hereof.

(Ord. § _____; Ord. 881 § 2, 2008; Ord. 110 § 9, 1968.)

10.08.160 Penalty for violations. (Repealed)

(Ord. § _____; Ord. 881 § 2, 2008; Ord. 110 § 16, 1968.)

SECTION III.

Section 2 of the Town of Jackson Ordinance No. 896; Sections 4 and 16 of the Town of Jackson Ordinance No. 92; Section 15 of the Town of Jackson Ordinance No. 289; and Sections 10.12.040, 10.12.160 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.12.040 Lamps and reflectors. (Repealed)

(Ord. § _____; Ord. 896 § 2, 2008; Ord. 92 § 4, 1965.)

10.12.160 Penalty for violations. (Repealed)

(Ord. § _____; Ord. 896 § 2, 2008; Ord. 289 § 15, 1982; Ord. 92 § 16, 1965.)

SECTION IV.

Section 1 of the Town of Jackson Ordinance No. 1193; and Sections 10.13.010, 10.13.020, 10.13.030, 10.13.040, 10.13.130, and 10.13.150 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.13.010 Definitions.

For the purposes of this Chapter, the following definitions apply:

- A. "Electric bicycle" means a bicycle or tricycle equipped with fully operable pedals and an electric motor of less than 750 watts.
- B. "Class 1 electric bicycle" or "Low Speed Pedal Assisted Electric Bicycle" means a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour.
- C. "Class 2 electric bicycle" or "Low Speed Throttle Assisted Electric Bicycle" means a bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour.

- D. "Class 3 electric bicycle" or "speed pedal assisted electric bicycle" means a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour.
- E. "Electric vehicle" means any two or more wheeled device with electric power that does not meet one of the definitions above and is not a pedestrian vehicle as defined in Wyo. Stat. Ann. § 31-5-101,.
- F. "Child" - means an individual under the age of sixteen years.
- G. "Adult" means an individual who is sixteen years or more.

(Ord._§_____; Ord 1193, § 1, 2018)

10.13.020 Classes of Electric Bicycles Permitted and Prohibited; Where Permitted and Prohibited.

- A. Class 1 electric bicycles, class 2 electric bicycles, and class 3 electric bicycles are permitted on Town of Jackson public streets, bike lanes, pathways, and alleys.
- B. All electric vehicles are prohibited on all Town of Jackson pathways, bike lanes, skateparks, or other bicycle facilities including natural surface trails. Emergency response vehicles, maintenance vehicles, motor-assisted devices, as that term is defined in chapter 10.14, and pedestrian vehicles used by persons with a physical disability, as that term is defined in Wyo. Stat. Ann. § 31-5-101, are exempt from this prohibition.
- C. The use of electric bicycles outside Town of Jackson city limits is regulated separately by the federal government, Wyoming Department of Transportation, and the Teton County Board of County Commissioners, and this ordinance has no applicability to roads and pathways under those respective jurisdictions.

(Ord._§_____; Ord 1193, § 1, 2018)

10.13.030 Laws Applicable; Prohibited Acts.

- A. All electric bicycles operated within the Town of Jackson shall comply with the manufacturing requirements for bicycles adopted by the United States Consumer Product Safety Commission (16 C.F.R. part 1512).
- B. Every person riding or operating an electric bicycle on any street, alley, or public place in the Town shall be subject to all provisions of the laws of the state applicable to drivers of motor-driven cycles, as set forth in Wyo. Stat. Ann. §§ 31-5-101 through 31-5-707, and all provisions of the ordinances of the Town.
- C. The parent of any child, the guardian of any ward, or a person assuming responsibility for a child or ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this Chapter.

(Ord._§_____; Ord 1193, § 1, 2018)

10.13.040 Inspection and Permit Required.

- A. Every person riding or operating an electric bicycle on any street, alley, or public place in the Town must present every electric bicycle within thirty days of purchase, whether purchased new or used, at the Jackson Police Department for:
 - 1. Inspection: All electric bicycles shall be presented to an authorized inspection agent within the Town with a completed notarized attestation of the owner, made under oath, stating the classification, top assisted speed, that the speedometer functions, and motor wattage of the electric bicycle.
 - 2. Permitting: All electric bicycles must get a permit permanently affixed by the Jackson Police Department stating the classification number, top assisted speed, and motor wattage of the electric bicycle.
- B. Every person riding or operating an electric bicycle on any street, alley, or public place in the Town must carry a document showing the purchase date until the electric bicycle is permitted in accordance with provision A of this subsection.
- C. Every electric bicycle must have a valid permit affixed to it in a conspicuous location within thirty days of purchase, whether used or new.

(Ord. _____ § _____; Ord 1193, § 1, 2018)

10.13.130 Equipment

- A. Every electric bicycle must be equipped with a functioning speedometer at all times it is operated within the Town of Jackson.
- B. No person shall ride or operate an electric bicycle upon any street, alley, or public place within the corporate limits of the Town during the period from a half hour after sunset to one-half hour before sunrise or at any other time when there is not sufficient light to clearly discern any person on the streets a distance of 200 feet ahead, without having a lamp affixed to the front of the electric bicycle which shall emit a white light visible under normal atmospheric conditions from a distance of at least 300 feet to the front of the electric bicycle, and with a red reflector on the rear which shall be visible under like conditions from a distance of at least 300 feet to the rear of the electric bicycle. A lamp emitting a red light visible from a distance of 300 feet to the rear may be used in lieu of the red reflector.

(Ord. § _____; Ord 1193, § 1, 2018)

10.13.150 Penalty (Repealed)

(Ord. § _____; Ord 1193, § 1, 2018)

SECTION V.

Section 1 (part) of the Town of Jackson Ordinance Nos. 377, 882 and 859; and Sections 10.14.010 through 10.14.080 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.14.010 Definitions.

- A. "Scooter" or "skateboard" is defined as any object consisting of a relatively flat platform constructed of any material which is attached to one or more wheels on the underside and designed to be used or operated by standing, sitting, or kneeling on the platform and allowing or causing the platform to be propelled by the use of hands, feet, or gravity, but shall not include roller skates, bicycles, electric bicycles, or any motorized vehicle.
- B. Motor-Assisted Devices.
 - 1. A self-propelled device with:
 - (i) one or more wheels in contact with the ground;
 - (ii) a braking system capable of stopping the unit under typical operating conditions;
 - (iii) an electric motor not exceeding 750 watts or other motor providing equivalent power;
 - (iv) either handlebars and a deck design for a person to stand while operating the device, or handlebars and a seat designed for a person to sit, straddle, or stand while operating the device, or a deck design for a person while operating the device;
 - (v) a maximum speed of twenty miles per hour.
 - 2. Motor Assisted Device shall not include roller skates, bicycles, electric bicycles, or any motorized vehicle.

(Ord. § _____; Ord. 377 § 1 (part), 1988.)

10.14.020 Operation prohibited in certain zoning districts. (Repealed)

(Ord. § _____; Ord. 859, 2008, Ord. 377 § 1 (part), 1988.)

10.14.030 Clinging to vehicles prohibited.

No person, while riding or operating a scooter, skateboard, or motor-assisted device within the corporate limits of the Town, shall hold onto any moving vehicle for the purpose of utilizing such moving vehicle for the propulsion of the scooter or skateboard, or motor-assisted device.

(Ord. § _____; Ord. 377 § 1 (part), 1988.)

10.14.040 Riding on sidewalks.

- A. A person shall not ride a scooter, skateboard, or motor-assisted device upon and along a sidewalk, or across a roadway upon and along a crosswalk in the area bounded on the south by the south boundary of Pearl Street, on the east by the east boundary of Willow Street, on the north by the north boundary of Gill Street, and on the west by the west boundary of Millward Street, in the Town, except on designated Shared Use Pathways or if being used for delivery purposes.
- B. In all other areas, a person propelling a scooter, skateboard, or motor-assisted device upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right of way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.
- C. Persons on a scooter, skateboard, or motor-assisted device using sidewalks shall slow to a pedestrian rate of speed when utilizing pedestrian crosswalks, unless the crosswalk is part of a Shared Use Pathway.

(Ord. § _____; Ord. 882 § 1, 2008; Ord. 377 § 1 (part), 1988.)

10.14.050 Riding two abreast.

- A. Every person riding or operating a scooter, skateboard, or motor-assisted device on any street, alley, or public place in the Town shall keep the scooter, skateboard, or motor-assisted device on the extreme right of the traffic lane and it shall be unlawful for two or more operators to operate their scooter, skateboard, or motor-assisted device except in single file.

(Ord. § _____; Ord. 377 § 1 (part), 1988.)

10.14.060 Laws applicable.

- A. Every person riding or operating a scooter, skateboard, or motor-assisted device on any street, alley, or public place in the Town shall be subject to all provisions of the laws of the state and ordinances of the Town applicable to the drivers of motor vehicles, except the provisions thereof which by their very nature can have no application.

(Ord. § _____; Ord. 377 § 1 (part), 1988.)

10.14.070 Parking.

- A. No operator of a scooter, skateboard, or motor-assisted device shall leave their scooter, skateboard, or motor-assisted device in such a manner that shall hinder or impede pedestrians or vehicular traffic upon the sidewalks or paths, or upon the streets or alleys of the Town, or shall fail to take proper care to see that their scooter, skateboard, or motor-assisted device is so placed to avoid annoyance and danger of accident during their absence therefrom.

(Ord. § _____; Ord. 377 § 1 (part), 1988.)

10.14.080 Penalty for violation. (Repealed)

(Ord. § _____; Ord. 377 § 1 (part), 1988.)

SECTION VI.

Section 1 (part) of the Town of Jackson Ordinance Nos. 429 and 883; and Sections 10.16.010 and 10.16.030 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.16.010 Definitions.

- A. "Roller skate" or "roller blade" is defined as footwear or an object to be attached to footwear which has a relatively flat platform constructed of any material which is attached to wheels on the underside and designed to be used or operated by placing them on the feet as a means of locomotion, but shall not include scooters, skateboards, motor-assisted devices, bicycles, electric bicycles, or any

motorized vehicle.
(Ord. § _____; Ord. 429 § 1 (part), 1991.)

10.16.030 Penalty for violation. (Repealed).

(Ord. § _____; Ord. 883 § 1, 2008; Ord. 429 § 1 (part), 1991.)

SECTION VII.

Section 1 of the Town of Jackson Ordinance No. 696; and Sections 10.17.010, 10.17.020 and 10.17.030 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.17.010 Regulations

It shall be unlawful for any person within the Teton County Parks and Recreation Skateboard Park to:

- A. Ride, operate, or use any device other than a skateboard, in-line skate, roller blade, or such other device as may be approved by the Jackson/Teton County Parks and Recreation Department for use therein;
- B. Ride, operate, or use such a device unless that person is wearing safety equipment including knee pads, elbow pads, and a helmet designed for use with skateboards, in-line skates, or roller blades, and the safety equipment is in good repair at all times during use;
- C. Place or utilize additional obstacles or other material (including but not limited to ramps or jumps) that are not specifically authorized by the Jackson/Teton County Parks and Recreation Director, or their designee;
- D. Use the Teton County Parks and Recreation Skateboard Park before or after the posted hours of operation;
- E. Use or consume alcohol or illegal substances, including tobacco products which are illegal for the user to possess or consume;
- F. Place stickers, graffiti, or engage in "tagging" at any location within the Teton County Parks and Recreation Skateboard Park;
- G. Use or possess glass containers, bottles, or other breakable glass products; and/or
- H. Fail to obey any other rule or regulation posted on or near the facility by order of the Director of the Jackson/Teton County Parks and Recreation Department, or their designee.

10.17.20 Ejectment.

- A. The privilege of any person to use the Town of Jackson Skateboard Park is expressly conditioned upon compliance by that person with the provisions of this chapter.
- B. Any person found to be in violation of this chapter shall be subject to ejectment from the Teton County Parks and Recreation Skateboard Park for a period up to, but not exceeding, one year.

10.17.030 Penalty.

- A. In addition to violator being subject to the general penalty provision of this Code, the person shall, whether in lieu of or in addition to, be subject to ejectment from the facility.

(Ord. § _____; Ord. 696 § 1, 2001)

SECTION VIII.

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

SECTION IX.

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 X.

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

PASSED 1ST READING THE ____ DAY OF _____, 2021.

PASSED 2ND READING THE ____ DAY OF _____, 2021.

PASSED AND APPROVED THE ____ DAY OF _____, 2022.

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 _____, 2022.

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 AMENDING AND REENACTING SECTION 1 OF THE TOWN OF JACKSON ORDINANCE NOS. 131, 161, 176 (PART) 181, 251, 316, 377 (PART), 429 (PART) 596, 610, 636, 637, 641, 651, 653, 661, 663, 681, 683, 696, 749, 878, 882, 883, 897, 919, 1032, 1033, 1041 THROUGH 1048, 1055, 1080, 1081, 1103, 1114, 1138, 1193 AND 1194; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 214, 444, 880, 881, 896, AND 1052; SECTION 3 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161, 880 AND 896; SECTION 4 OF TOWN OF JACKSON ORDINANCE NOS. 92, 131, 161, AND 880; SECTION 5 OF TOWN OF JACKSON ORDINANCE NOS. 110 AND 880; SECTION 6 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161 AND 880; SECTION 7 OF TOWN OF JACKSON ORDINANCE NOS. 131, 161 (PART) AND 880; SECTIONS 8, 11, 12 AND 14 OF TOWN OF JACKSON ORDINANCE NOS. 131 AND 880; SECTION 9 OF TOWN OF JACKSON ORDINANCE NOS. 131, 880 AND 881; SECTION 10 OF TOWN OF JACKSON ORDINANCE NO. 880; SECTIONS 13, 18 THROUGH 21, 23 THROUGH 26, 30, 31, 34, 37, 38 AND 42 OF TOWN OF JACKSON ORDINANCE NO. 131; SECTION 15 OF TOWN OF JACKSON ORDINANCE NOS. 131 AND 289; SECTION 16 OF TOWN OF JACKSON ORDINANCE NOS. 92, 110 AND 131; AND SECTIONS 10.04.010 THROUGH 10.04.450, 10.08.050, 10.08.090, 10.08.160, 10.12.040, 10.12.160, 10.13.010, 10.13.020, 10.13.130, 10.13.150, 10.14.010 THROUGH 10.14.080, 10.16.010, 10.16.020, 10.16.030, 10.17.010, 10.17.020, AND 10.17.030 OF THE TOWN OF JACKSON MUNICIPAL CODE.

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 the Town of Jackson Ordinance Nos. 131, 161, 176 (part) 251, 316, 596, 610, 636, 637, 641, 651, 653, 661, 663, 681, 683, 749, 878, 897, 919, 1032, 1033, 1041 through 1048, 1052, 1055, 1080, 1081, 1103, 1114, 1138 and 1194; Section 2 of the Town of Jackson Ordinance Nos. 131, 214, 444, 880 and 1052; Sections 3, 4 and 6 of the Town of Jackson Ordinance Nos. 131, 161 and 880; Sections 5 and 10 of the Town of Jackson Ordinance No. 880; Section 7 of the Town of Jackson Ordinance Nos. 131, 161 (part) and 880; Sections 8, 9, 11, 12 and 14 of the Town of Jackson Ordinance Nos. 131 and 880; Sections 13, 15, 16, 18 through 21, 23 through 26, 30, 31, 34, 37, 38 and 72 of the Town of Jackson Ordinance No. 131; and Sections 10.04.010 through 10.04.450 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.04.010 Uniform Act-- Adoption; Implied Consent to Chemical Testing.

- A. Wyoming Statute §31-5-101 through and including §31-5-1402, the same being the Uniform Act Regulating Traffic on Highways; §31-6-101 through and including §31-6-108, the same being the Implied Consent and Chemical Testing act; §31-4-101 through and including §31-4-104, the same being General Offenses and Penalties; and §31-7-134, the same being Driver's Licenses, as such sections may be amended from time to time, excluding such sections of as are specifically deleted therefrom by Section 10.04.020, are adopted by reference and incorporated herein as a part of this chapter in full as if completely set forth herein..

(Ord. §_____; Ord. 1032 § 1, 2013; Ord. 880 § 2, 2008; Ord. 749 § 1, 2004; Ord. 610 § 1, 1998; Ord. 596 § 1, 1998; Ord. 161 § 1, 1973; Ord. 131 § 1, 1970.)

10.04.020 Uniform Act--Excluded sections.

The following sections of the Uniform Act Regulating Traffic on Highways, and all amendments thereto, are specifically deleted and excepted therefrom before adoption by the Council, as provided in Section 10.04.010:

- A. §31-5-112 through and including §31-5-114;
- B. §31-5-213;
- C. §31-5-227;
- D. §§31-5-501(a) and 31-5-502;
- E. §§31-5-510 and 31-5-511;
- F. §§31-5-937 and 31-5-939;
- G. §31-5-957;

- H. §31-5-1205 paragraphs (b) and (c);
- I. §31-5-1212 paragraph (b);
- J. §31-5-1214

(Ord. §_____; Ord. 1032 § 1, 2013; Ord. 610 § 1, 1998; Ord. 161 § 3, 1973; Ord. 131 § 2, 1970.)

10.04.030 Uniform Act--References—Municipal Judge. Repealed

A.

(Ord. §_____; Ord. 880 § 3, 2008; Ord. 610 § 1, 1998; Ord. 161 § 3, 1973; Ord. 131 § 3, 1970.)

10.04.060 Speed or acceleration contest or exhibition of speed. Repealed

(Ord. §_____; Ord. 878 § 1, 2008; Ord. 610 § 1, 1998; Ord. 131 § 6, 1970.)

10.04.070 Speed limits generally.

A. No person shall drive a vehicle on a highway, street, or alley at a greater speed than is reasonable and prudent under the existing conditions and having due regard for the actual and potential hazards then existing.

B. Except when a special hazard exists that requires lower speed for compliance with subsection A, the limits specified in this subsection shall be the maximum lawful speed for Town highways, streets, and alleys, and no person shall drive a vehicle on a highway, street, or alley at a speed in excess of such maximum limits:

1. The prima facie speed limit shall be as indicated and posted on appropriate signs.

C. Except when a special hazard exists that requires lower speed for compliance with subsection A, or in those instances set forth in subsection B, the speed limit on all streets and at all places within the Town shall be twenty-five miles per hour.

(Ord. §_____; Ord. 1041 § 1, 2013; Ord. 919 § 1, 2009; Ord. 610 § 1, 1998; Ord. 161 § 4, 1973; Ord. 131 § 7, 1970.)

10.04.080 Presumption of safe and reasonable speed. (Repealed)

A.

(Ord. §_____; Ord. 610 § 1, 1998; Ord. 131 § 8, 1970.)

10.04.090 One-way streets and alleys.

A. Upon those streets and parts of streets and in those alleys designated by appropriate signage, pavement markings, or curb markings, a vehicle shall be driven only in the direction designated.

- B. When appropriate signage, pavement markings, or curb markings so authorize angle parking it shall be permitted upon the entirety or specific parts of one-way streets in accordance with section 10.04.140.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 9, 1970.)

10.04.100 Obedience to traffic-control devices.

- A. The driver of any vehicle must obey the instructions of any official traffic-control device, including signs, placed in accordance with the provisions of this chapter and Wyo. Stat. §§ 31-5-402 through 405 unless otherwise directed by a traffic or police officer, subject to the exceptions granted the driver of an authorized emergency vehicle.
- B. Stop and yield intersections are those so designated by resolution, which resolution is on file with the Town Clerk.

(Ord. § _____; Res. 05-27, 2005; Res. 04-26, 2004; Res. 04-25, 2004; Ord. 610 § 1, 1998; Ord. 131 § 11, 1970.)

10.04.110 Yield intersections. Repealed

.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 12, 1970.)

10.04.120 Cutting through corners. Repealed

A.

(Ord. § _____; Ord. 880 § 4, 2008; Ord. 610 § 1, 1998; Ord. 131 § 13, 1970.)

10.04.130 Parking parallel to curb.

- A. No person shall stand or park a vehicle on a street other than parallel with the edge of the roadway, with the front of the vehicle facing in the direction of lawful traffic movement, and with the right-hand wheels of the vehicle within eighteen inches of the curb or edge of the roadway, except as otherwise provided in this chapter.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 14, 1970.)

10.04.140 Angle parking--Restrictions.

- A. Angle parking shall be permitted upon the streets or parts of the streets as designated by appropriate signage, pavement markings, or curb markings erected or placed by the Town.
- B. No vehicle shall be angle parked in any area designated for angle parking which is of such length that said vehicle blocks or impairs the use of a traffic lane.
- C. In no case, shall any angle parked vehicle extend from the curb or edge of the roadway a greater distance than one-third of the width of the roadway.
- D. No person shall back a vehicle into any area designated for angle parking, nor park, stop, or stand a vehicle perpendicular to any designated angle parking space.

(Ord. § _____; Ord. 1042 § 1, 2013; Ord. 653 § 1, 2000; Ord. 610 § 1, 1998; Ord. 131 § 15, 1970.)

10.04.150 Parking on one-way streets. Repealed

.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 16, 1970.)

10.04.160 Additional prohibitions as to stopping or parking.

In addition to those areas designated in the Uniform Act Regulating Traffic on Highways adopted hereby, no person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic control device, in any of the following places or for any of the following purposes:

- A. Within an intersection;
- B. Within ten feet of a fire hydrant;
- C. On a sidewalk;
- D. In front of a public or private driveway;
- E. In front of a public alley;
- F. On a crosswalk;
- G. Within twenty feet of a crosswalk at an intersection;
- H. Within five feet of any curb cut as measured from the concrete joint at the top of curb immediately before the curb cut begins and including, but not limited to, driveways, ADA ramps, and alleys;
- I. Within twenty feet of the driveway entrance to any fire station; and on the side of the street opposite the entrance when properly signposted;
- J.. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct or be hazardous to traffic;
- K. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- L..At any place where official signs or traffic marking prohibits stopping, standing, or parking;
- M. With the left-hand side of the vehicle to the curb or edge of street travel way except as otherwise permitted on one-way streets;
- N. At any place in any public park, playground, or cemetery other than on the roads or drives provided for such purposes;
- O. For the principal purpose of displaying such vehicle for sale;
- P. For the principal purpose of displaying advertising;
- Q. For the principal purpose of greasing or repairing such vehicle, except repairs necessitated by an emergency;
- R. For the principal purpose of the sale of foodstuff or other merchandise;
- S. On any private property without the express or implied consent of the owner or legal occupant of said property.

(Ord. § _____; Ord. 1043 § 1, 2013; Ord. 610 § 1, 1998; Ord. 131 § 18, 1970.)

10.04.170 Parking in alleys.

- A. No person shall park a vehicle within an alley except during the necessary and expeditious loading and unloading of merchandise or personal belongings, and in no instance, however temporary, shall a person stop, stand, or park a vehicle within an alley in such position so as to block a driveway entrance to any abutting property or impair the use of the alley traffic lane.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 19, 1970.)

10.04.180 Parking adjacent to schools. Repealed

(Ord. § _____; Ord. 880 § 5, 2008; Ord. 610 § 1, 1998; Ord. 131 § 20, 1970.)

10.04.190 Parking time limited on Town streets.

- A. No person shall park a vehicle or permit a vehicle to remain parked on the same block face of any

street within the Town for longer than seventy-two consecutive hours.

B. Public streets, lots, and parking facilities may be designated with time limitations and no person shall park a vehicle in any area or block face so designated by signage, pavement markings, or curb markings for longer than the designated time limit. .

C. "Block face" is defined as the side of the street where the vehicle was parked between two intersecting streets. An alley shall not be considered a street.

B. The provisions of this Section 10.04.190 shall not apply to any authorized emergency vehicle as defined by Wyoming law when such vehicle is operated in the manner specified by law in response to an emergency call; nor shall it apply to any vehicle of a Town, county, or state department or agency while being necessarily used for and in conjunction with official Town, county, or state business; nor to any law enforcement vehicle while performing official duties.

(Ord. § _____; Ord. 1138 § 1, 2016; Ord. 1044 § 1, 2013; Res 04-27, 2004; Ord. 636 § 1, 1999; Ord. 610 § 1, 1998; Ord. 131 § 21, 1970.)

10.04.200 Parking spaces for persons with disabilities.

A. No person shall park, load, unload, or stand in any parking space designated for persons with disabilities on public or private property unless:

1. that person has disabilities or a person with disabilities is a passenger in the vehicle; and
2. the vehicle has a Wyoming Department of Transportation "Disabled Parking Placard" license plate or such displayed on the dashboard or suspended from the rearview mirror inside the vehicle.

B. No person shall park in, or block the areas immediately adjacent to, parking spaces for persons with disabilities required for ingress and egress of such vehicles that are so designated by appropriate signage, pavement markings, or curb markings.

C. The Town is authorized to honor persons with disabilities placards issued by states other than Wyoming.

D. At no time shall parking spaces for persons with disabilities on public or private property be used for the storage of snow, trash, shopping carts, construction materials, or be otherwise obstructed, except when an at least equal number of such parking spaces, that have the equivalent accessibility qualities, have been made available temporarily to substitute for the obstructed spaces.

E. The number, location, dimensions, and signing of parking spaces for persons with disabilities shall be in accordance with the current Americans with Disabilities Act standards for accessible design.

F. All parking spaces designated for persons with disabilities shall be marked with signage, pavement markings, or curb markings with the International Symbol of Access (ISA).

(Ord. § _____; Ord. 1103 § 1, 2016; Ord. 880 § 6, 2008; Res. 04-28, 2004; Ord. 610 § 1, 1998; Ord. 316 § 1, 1984.)

10.04.201 Bus stops/zones.

A. It is unlawful to stop, stand, or park a vehicle at any time, except in the case of an emergency or when directed to do so by a law enforcement officer, within a bus stop or zone so marked by any appropriate signage, pavement markings, or curb markings.

B. Properly licensed, publicly owned buses are exempt from the provisions hereof.

(Ord. § _____)

10.04.202 Horse-drawn carriage or stagecoach zones.

- A. It is unlawful to stop, stand, or park a vehicle at any time, except in the case of an emergency or when directed to do so by a law enforcement officer, within a carriage or stagecoach stop or zone so marked by appropriate signage, pavement markings, or curb markings.
- B. Town of Jackson authorized horse-drawn carriages, sleighs, and/or stagecoaches, may stop and park to load or unload passengers on streets or portions of streets where designated by appropriate signage, pavement markings, or curb markings.

(Ord. § _____)

10.04.203 Fire Lanes.

- A. It is unlawful to stop, stand, or park a vehicle at any time, except in the case of an emergency or when directed to do so by a law enforcement officer, on streets or portions of streets designated as a fire lane by appropriate signage, pavement markings, or curb markings.
- B. The provisions hereof do not apply to government-owned and volunteer-owned firefighter vehicles displaying one or more firefighter decals when such vehicle is used in responding to an emergency call or in the performance of official duties.

(Ord. § _____)

10.04.204 Motorcoaches.

- A. It is unlawful for motorcoaches to stop, stand, or park at any time on any street or alley within the Town, except in the case of an emergency or when directed to do so by a law enforcement officer, in any place except in such locations where appropriate signage, pavement markings, or curb markings allow for motorcoach parking, or loading and unloading of passengers, the latter of which shall in no event exceed 10 minutes.
- B. For purposes of this section, a motorcoach is defined as a bus meeting one or more of the following conditions: 1) a gross vehicle weight rating 26,000 pounds or greater; 2) sixteen or more designated seating positions (including the driver); 3) at least two rows of passenger seats, rearward of the driver's seating position, that are forward-facing or can convert to forward-facing without the use of tools. Motorcoach includes buses sold for intercity, tour, and commuter bus service, but does not include a bus being used for an approved school activity or a Southern Teton Area Rapid Transit bus.

(Ord. § _____)

10.04.205 Designated on-street bicycle lanes and pathways.

- A. It shall be lawful to ride, operate, or use Electric Bicycles, as that term is defined in Section 10.13.010 of this Code, in the on-street bike lanes and pathways within the Town, as such are designated by appropriate signage, pavement markings, or curb markings.
- B. Except for the purpose of crossing to gain immediate access to an adjacent property, in the case of an emergency, or when directed to do so by a law enforcement officer, it is unlawful to stop, stand, park, or operate a motor vehicle, motorcycle, or other motorized vehicle in any designated on-street bicycle lane or pathway, as, such is designated by appropriate signage, pavement markings, or curb markings. These provisions shall not apply to governmental agencies, utility providers or other duly authorized persons engaged in maintenance of said bicycle lanes, pathways, and adjacent utilities, nor in cases of unavoidable necessity.

(Ord. § _____; Ord. 1194 § 1, 2018; Ord. 661 § 1, 2000.)

10.04.215 Interference with parking enforcement.

- A. No person shall interfere with officials, who in the performance of their duties, enforce parking regulations set forth in this Code nor interfere with official marks, video, digital imaging, or other tools or methods used in parking enforcement.

- B. "Interference" is defined as removing or attempting to conceal or defeat marks, video, digital imaging or other forms of time, place, and movement recording, or measurement placed for parking enforcement purposes.

(Ord. § _____)

10.04.220 No overnight parking zones.

- A. Except for the public parking structure located at the corner of West Simpson Avenue and South Milward Street, no person shall park a vehicle between the hours of 2 a.m. and 7 a.m. on any parking lot owned, operated, leased, or maintained by the Town, nor on the Teton County Library, and Jackson/Teton County Recreation Center parking lots, nor upon any street or alley designated as no overnight parking by appropriate signage, pavement markings, or curb markings.

(Ord. § _____; Ord. 1080 § 1, 2015; Ord. 897 § 1, 2008; Ord. 681 § 1, 2001; Ord. 641 § 1, 1999; Ord. 610 § 1, 1998; Ord. 214 § 2, 1977.)

10.04.225 Public Parking Structure at West Simpson Avenue and South Milward Street.

- A. No person shall park a vehicle in the public parking structure located at the corner of West Simpson Avenue and South Milward Street for longer than forty-eight consecutive hours, unless parked in spaces designated otherwise by appropriate signage, permits, pavement markings, or curb markings erected or placed by the Town. Upon having parked up to forty-eight consecutive hours, a vehicle must be vacated from the parking garage for a period of no less than three hours before the vehicle may be permitted to park within the parking garage again. (Ord. 1114 § 1, 2016; Ord. 1079 § 1, 2015; Ord. 1052 § 1, 2014.)
- B. No person shall park on or outside the marked lines of a designated parking space so as to obstruct the ability of another vehicle to park in the adjacent parking space.
- C. No commercial vehicle, freight carrying vehicle, or trailer shall be parked in the public parking structure. For the purposes of this chapter, a "commercial vehicle" means any self-propelled or towed vehicle capable of carrying 10 or more persons exclusive of the driver, whether a van, truck, bus, or otherwise; or any self-propelled or towed vehicle used to transport persons and property in the furtherance of any commercial or business purposes; or any self-propelled or towed vehicle used in commerce to transport passengers or cargo.

(Ord. § _____; Ord. 1114 § 1, 2016.)

10.04.230 Driver's license. (Repealed)

(Ord. § _____; Ord. 880 § 7, 2008; Ord. 651 § 1, 2000; Ord. 610 § 1, 1998; Ord. 131 § 23, 1970.)

10.04.240 Registration of vehicles. (Repealed)

(Ord. § _____; Ord. 880 § 8, 2008; Ord. 610 § 1, 1998; Ord. 131 § 24, 1970.)

10.04.245 Failure to maintain liability coverage. (Repealed)

(Ord. § _____; Ord. 880 § 9, 2008; Ord. 683 § 1, 1999.)

10.04.250 Limitations on turning around. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 176 (part), 1975; Ord. 131 § 25, 1970.)

10.04.260 Right turns on red light. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 26, 1970.)

10.04.285 Vehicle Immobilization

- A. Definition. For the purposes of this chapter, the word "immobilize" or "immobilization" means and includes the use of any device which may be attached or affixed to a vehicle and when so attached or affixed shall render the vehicle immovable.
- B. Boot list. As frequently as practicable, the Town Manager, or their designee, shall prepare and update the "Boot List," consisting of vehicles that have three or more parking tickets for which the registered owner failed to timely pay the fine due, appear in court on the date assigned pursuant to a parking citation, or a combination of the two.
 - 1. Notice that a vehicle is subject to immobilization shall be served by the Town Manager, or their designee, by mail to the registered owner.
 - 2. A vehicle on the Boot List and whose registered owner has been so notified by the Town Manager, or their designee, pursuant to section B.1 above, is subject to immobilization by the Town Manager, or their designee, while that vehicle is located upon any public property.
 - 3. A person immobilizing the vehicle shall attach to the vehicle, at the time of immobilization, a notice advising the owner that:
 - i. The vehicle has been immobilized by the Town for three or more parking tickets for which the registered owner failed to pay the fines due, appear in court on the date assigned pursuant to a parking citation(s), or a combination of the two.
 - ii. Release from immobilization may be obtained by the issuance of a failure to appear citation to the person in control of the vehicle at the time of immobilization for all outstanding parking violations.
 - iii. Unless such failure to appear is issued within three business days of the immobilization, including the day the vehicle was immobilized, the vehicle may be impounded.
 - iv. It is unlawful for any person to remove or attempt to remove the immobilization device, to damage the immobilization device, or to move the vehicle with the immobilization device attached, unless authorized by the Town Manager, or their designee.
 - 4. The Town Manager, or their designee, shall remove a vehicle from the Boot List and authorize its release from immobilization within twenty-four hours of the issuance of the failure to appear citation.
 - 5. If a vehicle immobilized pursuant to this section is not released within three business days of the immobilization, including the day the vehicle was immobilized, the Town Manager, or their designee, may require the vehicle to be removed or cause it to be removed and towed in accordance with the towing and impoundment provisions of this Code.
- C. Boot fee. See JMC § 1.18.080, Administrative fees assessed in municipal court; Court costs assessed in municipal court.
- D. Authorized. When the Town Manager, or their designee, finds a vehicle parked in violation of the provisions of this Code, they may immobilize the vehicle or cause the same to be done if that vehicle appears on the Boot List.
- E. Alternate procedure. The provisions of this section are declared to provide an alternative manner for the enforcement of the provisions of this Code pertaining to parking violations and shall not preclude impoundment of the vehicle parked as otherwise authorized pursuant to this Code or any other method of enforcing the parking ordinances.
- F. Tampering with immobilization device. It is unlawful to tamper with, damage, corrupt, or impair an immobilization device placed on a vehicle.

(Ord. _____ § ____)

A. Vehicles within the Town may be towed by the Town, the county, or by a contractor or agent of the Town, for any one or more of the following reasons:

1. The vehicle was found parked in any unauthorized place or in violation of this title or any other Town ordinance;
2. The vehicle was immobilized pursuant to Section 10.04.285 and has not been released within three business days;
3. The vehicle was in an accident, whether with another vehicle, a pedestrian, wildlife, or otherwise;
4. The vehicle is a hazardous vehicle;
5. The vehicle is a derelict motor vehicle;
6. The vehicle is obstructing snow removal operations or causing an obstruction in a snow emergency;
7. The vehicle is obstructing street cleaning operations;
8. The vehicle is obstructing tree cutting operations;
9. The vehicle is obstructing street or sewer maintenance operations;
10. The vehicle is not operable due to the arrest of the owner or operator;
11. The vehicle is lost or reported stolen;
12. The vehicle is a nonmotorized obstruction vehicle (defined as a vehicle without motive power in operation designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle);
13. The vehicle is on private property and is parked without consent of the property owner, proprietor, or agent of the property owner; provided: i) that signs posted on the property give notice that parking is prohibited, and ii) that the person requesting the tow signs a statement that they are the owner, proprietor, or agent of the property owner and that they have authority to request the towing of the vehicle;
14. The vehicle is obstructing access to a fire hydrant.

B. The owner of the vehicle shall pay all reasonable charges of towing and storage incurred, in addition to any penalties imposed for violation of this code or any other Town ordinance.

C. When authorized by this code, members of the police department may remove a vehicle from a street, alley, or highway to a public or private garage or lot or other place of safety, or to a garage or lot designated by, contracted with, or maintained by the Town.

D. Whenever an officer removes a vehicle from a street, alley, or highway as authorized in this section and the officer knows or is able to ascertain from the vehicle registration records the name and address of the owner, the officer shall immediately give, or cause to be given, notice to the owner the fact of removal, the reasons therefore, and the place to where the vehicle has been removed.

E. Whenever an officer removes a vehicle from a street, alley, or highway under this section and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner, and in the event the vehicle is not returned to the owner within a period of three days, then the officer shall immediately send or cause to be sent a written report of the removal by mail to the state department whose duty it is to register motor vehicles. The officer will file a copy of the notice with the proprietor of any garage or lot in which the vehicle may be stored. Notice shall include a complete description of the vehicle, the date, time and place from which removed, reasons for removal, and the name of the garage or place where the vehicle is stored.

10.04.295 Abandoned Vehicles.

Except as otherwise specifically provided in this section, whenever an officer has reasonable grounds to believe that a vehicle has been abandoned, they may remove the vehicle, or cause it to be removed, at the expense of the owner to a place of impoundment designated by the county pursuant to and consistent with state statute.(Ord. _§_____; Ord. 1052 § 2, 2014; Ord. 880 § 10, 2008).

10.04.300 Parking During Winter Maintenance

- A. No person shall park a vehicle on any street within the Town during the hours of 3 a.m. and 7 a.m. between November 1st and April 15th.
(Ord. _____ § ____, 2021; Ord. 1045 § 1, 2013; Ord. 880 § 11, 2008; Ord. 610 § 1, 1998; Ord. 251 § 1, 1978; Ord. 131 § 30, 1970.)

10.04.310 Restricted vehicles--Truck route.

- A. All vehicles, combination of vehicles, or combinations of vehicle and load having a length of more than forty-five feet, or a width of more than eight and one-half feet with load, or height of more than fourteen feet with or without load, are restricted vehicles.
- B. All restricted vehicles and all trucks or similar vehicles of 24,000 pounds gross weight or more shall be driven only upon the following streets or parts of streets:
1. NORTH BOUND TRAFFIC: Broadway Avenue east to Milward Street, thence north along Milward Street to Mercill Avenue, thence east along Mercill Avenue to Cache Street, and thence north along Cache Street to the Town limits. (Ord. 1046 § 1, 2013.)
 2. SOUTH BOUND TRAFFIC. Cache Street south to Mercill Avenue, thence west along Mercill Avenue to Milward Street, thence south along Milward Street to Broadway Avenue, and thence west along Broadway Avenue to the Town limits. (Ord. 1046 § 1, 2013.)

Such vehicles shall deviate only when necessary to traverse another street or streets for the purpose of loading, unloading, or servicing and then only by such deviation from the nearest truck route as is reasonable and practical; provided, that no such vehicle shall be loaded, unloaded, or serviced upon any street or part of a street if there is usable off-street loading, unloading, or servicing space available.

- C. Vehicles carrying explosives, corrosive, or flammable substances in excess of five gallons (other than fuels carried in permanently attached tanks and used exclusively for propulsion of the vehicle to which attached) shall be driven upon those streets or parts of streets described above, and none other, unless so authorized by the Town Manager, or their designee, or unless such vehicle is owned and operated by a person, firm, or corporation having a currently valid business license issued by the Town of Jackson.

- D. The provisions of this section shall not apply to passenger buses operating under the authority of the Public Service Commission of this state nor to authorized emergency vehicles.
(Ord. § _____; Ord. 880 § 12, 2008; Ord. 610 § 1, 1998; Ord. 444 § 2, 1992; Ord. 131 § 31, 1970.)

10.04.340 Careless Driving. (Repealed)

(Ord. § _____; Ord. 1048 § 1, 2013, Ord. 610 § 1, 1998; Ord. 161 § 6, 1973; Ord. 131 § 34, 1970).

10.04.345 Child safety restraint system required. (Repealed)

(Ord. § _____; Ord. 880 § 14, 2008; Ord. 637 § 1, 1999.)

10.04.355 Use of cellphone or wireless communication device while operating a vehicle prohibited; Affirmative defenses.

- A. The following definitions shall apply to this section:
1. 'Cellphone' is defined as a mobile communication device that uses wireless short wave, analog or digital radio transmissions between the device and the transmitter to permit wireless communications to and from the user of the device.
 2. Cellphone includes a hand phone, cellular telephone, wireless phone, mobile phone, and satellite telephone.
 3. Telephone is synonymous with phone.

4. "Electronic message" means a self-contained piece of digital communication that is designed or intended to be transmitted between physical devices. An electronic message includes, but is not limited to, a text-based communication, a command or request to access an internet site, or other data that uses a commonly recognized electronic communications protocol.

5. "Wireless communication device" means a cellular, analog, wireless or digital device, computer or telephone, capable of accessing, sending or receiving wireless electronic messages, conversation or other interchange of information, including, but not limited to, a wireless telephone service, a wireless internet service or a wireless text messaging service, but does not include voice radios, mobile radios, land mobile radios, commercial mobile radios or two-way radios with the capability to transmit and receive voice transmissions utilizing a "push to talk" or "press to transmit" function, or other voice radios used by a law enforcement officer, an emergency services provider, an employee or agent of public safety organizations, first responders, school bus operators, taxi cab drivers or mobile commercial enterprises.

B. No person shall operate a motor vehicle while using a cellphone or using a wireless communication device to view, send, or compose an electronic message while operating a motor vehicle. This prohibition of use includes, but is not limited to: talking, text messaging, taking photographs, or any other use which causes a driver's attention to be diverted.

C. It shall be an affirmative defense to prosecution of an offense under this section for:

1. Persons using a cellphone or wireless communication device designed for "hands free" operation, and the device is actually being used in a manner that allows the driver to talk into and listen to the telephone or wireless communication device without the use of hands, including a global positioning or navigation system that is affixed to the vehicle; or

2. Persons using a cellphone or wireless communication device in an emergency situation to call 911 or other similar emergency telephone number; or

3. Persons using a telephone or wireless communication device while maintaining their motor vehicle in a stationary, parked position, off the traveled roadway, and not in gear. This does not include periods during which a motor vehicle is stopped at an intersection or other location as the result of traffic or the placement of a traffic control device on a public street or highway; or

4. An operator of an authorized emergency vehicle using a cellphone wireless communication device while acting in an official capacity.

(Ord. § _____; Ord. 1055 § 1, 2014; Ord. 1047 § 1, 2013)

10.04.370 Regulations for traffic signals. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 37, 1970.)

10.04.375 Traffic-calming zones. (Repealed)

(Ord. § _____; Ord 663 § 1, 2000.)

10.04.380 Schedules--Amendment.

All schedules referred to in this chapter shall be enacted by resolution and are a part of this chapter that may be amended from time to time by the Town Council. Any amendments made by resolution of the Town Council shall become a part of this chapter as fully as though written herein.

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 131 § 38, 1970.)

10.04.390 Schedules--Designated. Repealed.

(Ord. § _____; Ord. 1081 § 1, 2015; Res. 14-18, 2014; Ord. 1046 § 1, 2013; Ord. 610 § 1, 1998; Res. 11-03, 2011; Revised Res 10-20, 2010; Revised Res. 09-23, 2009; Revised Res. 09-19, 2009; Revised Res. 08-01, 2008;

10.04.392 Signage and Curb Markings.

- A. The Town Manager, or their designee, at the direction of the Town Council, may place signs, pavement markings, and curb markings to indicate stopping, standing, and/or parking regulations as deemed appropriate, including but not limited to::

1. The curb markings shall have the following meanings:

i. Red shall mean no stopping, standing, or parking at any time, except as follows:

- a. A bus may stop and park no longer than necessary to load or unload passengers, but in no event to exceed 10 minutes, when red curbs are signed as a "BUS ZONE."
- b. An approved horse-drawn sleigh, carriage or stagecoach may stop and park to load or unload passengers in areas where curbs are signed as a "CARRIAGE STOP" or "STAGECOACH STOP."
- c. Volunteer firemen may stop and park a vehicle displaying a fireman plate when responding to a fire call or in the performance of other official duties when the curb is signed as a "FIRE LANE."

ii. Yellow means no stopping, standing, or parking at any time except as follows:

- a. For the purpose of loading or unloading of passengers or materials, provided that the loading or unloading of passengers or materials shall not exceed five minutes and only in those areas where a yellow curb is signed to designate a "LOADING ZONE."
- b. For not longer than fifteen minutes when the curb is signed to designate a "FIFTEEN MINUTE ZONE."
- c. For not longer than thirty minutes when the curb is signed to designate a "THIRTY MINUTE ZONE."

iii. Blue means no stopping, standing, or parking at any time, except for vehicles which display appropriate state-issued markings, decals, or plates identifying the vehicle as one for persons with disabilities.

- B. Signs, pavement markings, and curb markings shall be placed, erected, and maintained by authorized Town personnel only.

(Ord. § _____; Ord. 1046 § 1, 2013; Revised Res. 08-16, 2008.)

10.04.400 Penalty for violations. (Repealed)

(Ord. § _____; Ord. 610 § 1, 1998; Ord. 161 § 7(part), 1973; Ord. 131 § 42, 1970.)

10.04.450 Driving or having control of vehicle while under the influence of intoxicating liquor or controlled substances; penalties. (Repealed)

(Ord. § _____; Ord. 1033 § 1, 2013)

SECTION II.

Section 2 of the Town of Jackson Ordinance No. 881; Sections 5 and 16 of the Town of Jackson Ordinance No. 110; and Sections 10.08.050, 10.08.090, and 10.08.160 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.08.050 Registration required. (Repealed)

(Ord. § _____; Ord. 881 § 2, 2008; Ord. 110 § 5, 1968.)

10.08.090 Operation with unsafe or illegal equipment prohibited.

- A. It is unlawful for any person to drive or move, or for the owner to cause or knowingly permit to be driven or moved, on any roadway any snowmobile or over-snow vehicle or combination of vehicles which is in such unsafe condition so as to endanger any persons or property, or which does not contain those parts or is not at all times equipped with such equipment in proper condition and adjustment as required by this chapter or which is equipped in any manner in violation hereof.

(Ord. § _____; Ord. 881 § 2, 2008; Ord. 110 § 9, 1968.)

10.08.160 Penalty for violations. (Repealed)

(Ord. § _____; Ord. 881 § 2, 2008; Ord. 110 § 16, 1968.)

SECTION III.

Section 2 of the Town of Jackson Ordinance No. 896; Sections 4 and 16 of the Town of Jackson Ordinance No. 92; Section 15 of the Town of Jackson Ordinance No. 289; and Sections 10.12.040, 10.12.160 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.12.040 Lamps and reflectors. Repealed

(Ord. § _____; Ord. 896 § 2, 2008; Ord. 92 § 4, 1965.)

10.12.160 Penalty for violations. (Repealed)

(Ord. § _____; Ord. 896 § 2, 2008; Ord. 289 § 15, 1982; Ord. 92 § 16, 1965.)

SECTION IV.

Section 1 of the Town of Jackson Ordinance No. 1193; and Sections 10.13.010, 10.13.020, 10.13.030, 10.13.040, 10.13.130, and 10.13.150 of the Town of Jackson Municipal Code are hereby amended and

reenacted to read as follows:

10.13.010 Definitions.

For the purposes of this Chapter, the following definitions apply:

- A. "Electric bicycle" means a bicycle or tricycle equipped with fully operable pedals and an electric motor of less than 750 watts.
- B. "Class 1 electric bicycle" or "Low Speed Pedal Assisted Electric Bicycle" means a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour.
- C. "Class 2 electric bicycle" or "Low Speed Throttle Assisted Electric Bicycle" means a bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour.
- D. "Class 3 electric bicycle" or "speed pedal assisted electric bicycle" means a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour.
- E. "Electric vehicle" means any two or more wheeled device with electric power that does not meet one of the definitions above and is not a pedestrian vehicle as defined in Wyo. Stat. Ann. § 31-5-101,.
- F. "Child" - means an individual under the age of sixteen years.
- G. "Adult" means an individual who is sixteen years or more.

(Ord. § _____; Ord 1193, § 1, 2018)

10.13.020 Classes of Electric Bicycles Permitted and Prohibited; Where Permitted and Prohibited.

- A. Class 1 electric bicycles, class 2 electric bicycles, and class 3 electric bicycles are permitted on Town of Jackson public streets, bike lanes, pathways, and alleys.
- B. All electric vehicles are prohibited on all Town of Jackson pathways, bike lanes, skateparks, or other bicycle facilities including natural surface trails. Emergency response vehicles, maintenance vehicles, motor-assisted devices, as that term is defined in chapter 10.14, and pedestrian vehicles used by persons with a physical disability, as that term is defined in Wyo. Stat. Ann. § 31-5-101, are exempt from this prohibition.
- C. The use of electric bicycles outside Town of Jackson city limits is regulated separately by the federal government, Wyoming Department of Transportation, and the Teton County Board of County Commissioners, and this ordinance has no applicability to roads and pathways under those respective jurisdictions.

(Ord. § _____; Ord 1193, § 1, 2018)

10.13.030 Laws Applicable; Prohibited Acts.

- A. All electric bicycles operated within the Town of Jackson shall comply with the manufacturing requirements for bicycles adopted by the United States Consumer Product Safety Commission (16 C.F.R. part 1512).
- B. Every person riding or operating an electric bicycle on any street, alley, or public place in the Town shall be subject to all provisions of the laws of the state applicable to drivers of motor-driven cycles, as set forth in Wyo. Stat. Ann. §§ 31-5-101 through 31-5-707, and all provisions of the ordinances of the Town.
- C. The parent of any child, the guardian of any ward, or a person assuming responsibility for a child or ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this Chapter.

(Ord. § _____; Ord 1193, § 1, 2018)

10.13.040 Inspection and Permit Required.

- A. Every person riding or operating an electric bicycle on any street, alley, or public place in the Town must present every electric bicycle within thirty days of purchase, whether purchased new or used, at the Jackson Police Department for:

1. Inspection: All electric bicycles shall be presented to an authorized inspection agent within the Town with a completed notarized attestation of the owner, made under oath, stating the classification, top assisted speed, that the speedometer functions, and motor wattage of the electric bicycle.
2. Permitting: All electric bicycles must get a permit permanently affixed by the Jackson Police Department stating the classification number, top assisted speed, and motor wattage of the electric bicycle.
- B. Every person riding or operating an electric bicycle on any street, alley, or public place in the Town must carry a document showing the purchase date until the electric bicycle is permitted in accordance with provision A of this subsection.
- C. Every electric bicycle must have a valid permit affixed to it in a conspicuous location within thirty days of purchase, whether used or new.

(Ord. _____ § _____; Ord 1193, § 1, 2018)

10.13.130 Equipment

- A. Every electric bicycle must be equipped with a functioning speedometer at all times it is operated within the Town of Jackson.
- B. No person shall ride or operate an electric bicycle upon any street, alley, or public place within the corporate limits of the Town during the period from a half hour after sunset to one-half hour before sunrise or at any other time when there is not sufficient light to clearly discern any person on the streets a distance of 200 feet ahead, without having a lamp affixed to the front of the electric bicycle which shall emit a white light visible under normal atmospheric conditions from a distance of at least 300 feet to the front of the electric bicycle, and with a red reflector on the rear which shall be visible under like conditions from a distance of at least 300 feet to the rear of the electric bicycle. A lamp emitting a red light visible from a distance of 300 feet to the rear may be used in lieu of the red reflector.

(Ord. § _____; Ord 1193, § 1, 2018)

10.13.150 Penalty (Repealed)

(Ord. § _____; Ord 1193, § 1, 2018)

SECTION V.

Section 1 (part) of the Town of Jackson Ordinance Nos. 377, 882 and 859; and Sections 10.14.010 through 10.14.080 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.14.010 Definitions.

- A. "Scooter" or "skateboard" is defined as any object consisting of a relatively flat platform constructed of any material which is attached to one or more wheels on the underside and designed to be used or operated by standing, sitting, or kneeling on the platform and allowing or causing the platform to be propelled by the use of hands, feet, or gravity, but shall not include roller skates, bicycles, electric bicycles, or any motorized vehicle.
- B. Motor-Assisted Devices.
 1. A self-propelled device with:
 - (i) one or more wheels in contact with the ground;
 - (ii) a braking system capable of stopping the unit under typical operating conditions;
 - (iii) an electric motor not exceeding 750 watts or other motor providing equivalent power;
 - (iv) either handlebars and a deck design for a person to stand while operating the device, or handlebars and a seat designed for a person to sit, straddle, or stand while operating the device, or a deck design for a person while operating the device;

(v) a maximum speed of twenty miles per hour.

2. Motor Assisted Device shall not include roller skates, bicycles, electric bicycles, or any motorized vehicle.(Ord._§_____; Ord. 377 § 1 (part), 1988.)

10.14.020 Operation prohibited in certain zoning districts. (Repealed)

(Ord._§_____; Ord. 859, 2008, Ord. 377 § 1 (part), 1988.)

10.14.030 Clinging to vehicles prohibited.

No person, while riding or operating a scooter, skateboard, or motor-assisted device within the corporate limits of the Town, shall hold onto any moving vehicle for the purpose of utilizing such moving vehicle for the propulsion of the scooter or skateboard, or motor-assisted device.

(Ord._§_____; Ord. 377 § 1 (part), 1988.)

10.14.040 Riding on sidewalks.

A. A person shall not ride a scooter, skateboard, or motor-assisted device upon and along a sidewalk, or across a roadway upon and along a crosswalk in the area bounded on the south by the south boundary of Pearl Street, on the east by the east boundary of Willow Street, on the north by the north boundary of Gill Street, and on the west by the west boundary of Millward Street, in the Town, except on designated Shared Use Pathways or if being used for delivery purposes.

B. In all other areas, a person propelling a scooter, skateboard, or motor-assisted device upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right of way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.

C. Persons on a scooter, skateboard, or motor-assisted device using sidewalks shall slow to a pedestrian rate of speed when utilizing pedestrian crosswalks, unless the crosswalk is part of a Shared Use Pathway.

(Ord._§_____; Ord. 882 § 1, 2008; Ord. 377 § 1 (part), 1988.)

10.14.050 Riding two abreast.

Every person riding or operating a scooter, skateboard, or motor-assisted device on any street, alley, or public place in the Town shall keep the scooter, skateboard, or motor-assisted device on the extreme right of the traffic lane and it shall be unlawful for two or more operators to operate their scooter, skateboard, or motor-assisted device except in single file.

(Ord._§_____; Ord. 377 § 1 (part), 1988.)

10.14.060 Laws applicable.

Every person riding or operating a scooter, skateboard, or motor-assisted device on any street, alley, or public place in the Town shall be subject to all provisions of the laws of the state and ordinances of the Town applicable to the drivers of motor vehicles, except the provisions thereof which by their very nature can have no application.

(Ord._§_____; Ord. 377 § 1 (part), 1988.)

10.14.070 Parking.

No operator of a scooter, skateboard, or motor-assisted device shall leave their scooter, skateboard, or motor-assisted device in such a manner that shall hinder or impede pedestrians or vehicular traffic upon the sidewalks or paths, or upon the streets or alleys of the Town, or shall fail to take proper care to see that their scooter, skateboard, or motor-assisted device is so placed to avoid annoyance and danger of accident during their absence therefrom.

(Ord._§_____; Ord. 377 § 1 (part), 1988.)

10.14.080 Penalty for violation. (Repealed)

(Ord._§_____; Ord. 377 § 1 (part), 1988.)

SECTION VI.

Section 1 (part) of the Town of Jackson Ordinance Nos. 429 and 883; and Sections 10.16.010 and 10.16.030 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.16.010 Definitions.

"Roller skate" or "roller blade" is defined as footwear or an object to be attached to footwear which has a relatively flat platform constructed of any material which is attached to wheels on the underside and designed to be used or operated by placing them on the feet as a means of locomotion, but shall not include scooters, skateboards, motor-assisted devices, bicycles, electric bicycles, or any motorized vehicle.

(Ord._§_____; Ord. 429 § 1 (part), 1991.)

10.16.030 Penalty for violation. (Repealed).

(Ord._§_____; Ord. 883 § 1, 2008; Ord. 429 § 1 (part), 1991.)

SECTION VII.

Section 1 of the Town of Jackson Ordinance No. 696; and Sections 10.17.010, 10.17.020 and 10.17.030 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

10.17.010 Regulations

It shall be unlawful for any person within the Teton County Parks and Recreation Skateboard Park to:

- A. Ride, operate, or use any device other than a skateboard, in-line skate, roller blade, or such other device as may be approved by the Jackson/Teton County Parks and Recreation Department for use therein;
- B. Ride, operate, or use such a device unless that person is wearing safety equipment including knee pads, elbow pads, and a helmet designed for use with skateboards, in-line skates, or roller blades, and the safety equipment is in good repair at all times during use;
- C. Place or utilize additional obstacles or other material (including but not limited to ramps or jumps) that are not specifically authorized by the Jackson/Teton County Parks and Recreation Director, or their designee;
- D. Use the Teton County Parks and Recreation Skateboard Park before or after the posted hours of operation;
- E. Use or consume alcohol or illegal substances, including tobacco products which are illegal for the user to possess or consume;
- F. Place stickers, graffiti, or engage in "tagging" at any location within the Teton County Parks and Recreation Skateboard Park;
- G. Use or possess glass containers, bottles, or other breakable glass products; and/or
- H. Fail to obey any other rule or regulation posted on or near the facility by order of the Director of the Jackson/Teton County Parks and Recreation Department, or their designee.

10.17.020 Ejectment.

- A. The privilege of any person to use the Town of Jackson Skateboard Park is expressly conditioned upon compliance by that person with the provisions of this chapter.
- B. Any person found to be in violation of this chapter shall be subject to ejectment from the Teton County Parks and Recreation Skateboard Park for a period up to, but not exceeding, one year.

10.17.030 Penalty.

. In addition to violator being subject to the general penalty provision of this Code, the person shall, whether in lieu of or in addition to, be subject to ejectment from the facility.

(Ord. § _____; Ord. 696 § 1, 2001)

SECTION VIII.

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

SECTION IX.

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 X.

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

PASSED 1ST READING THE _____ DAY OF _____, 2021.

PASSED 2ND READING THE _____ DAY OF _____, 2021.

PASSED AND APPROVED THE _____ DAY OF _____, 2022.

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 _____, 2022.

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: December 20, 2021

RE: Town Manager's Report

Town snow removal operations update

The Public Works Department currently has multiple staff vacancies that will impact snow removal this winter. Despite efforts to contract a portion of snow plowing work, Public Works was unable to secure enough labor for full coverage. Public Works is committed to providing all aspects of snow plowing and removal operations.

Standard Level of Service:

1. Plowing and sanding conducted 7 days per week by 9AM.
2. Snow removal conducted on roadway edges and sidewalks for 100% of service area.

Anticipated Level of Service with reduced staff:

1. Plowing and sanding
 - a. Plowing and sanding of Town streets will occur, when needed, by 9 AM each day.
 - b. Alleys will be addressed later in the morning than Town streets and will be completed by 1 PM on snow days.
 - c. Cemetery access drives and senior driveways will be addressed as crews are able to get to them and will not occur every time it snows.
2. Snow removal from roadway edges and sidewalks will be delayed and will occur from the Town center working outward during non-snow days.

Efforts to mitigate the staff shortage include:

1. Ongoing attempts to fill staff vacancies.
2. Utilizing staff from other PW Divisions to plow routes until new staff is on-boarded.
3. Street Division staff will be placed on a rotation of overtime to plow alleys.
4. PW Assistant Director and two Division Managers will rotate coverage for the daily afternoon highway route shift, including weekends.

These adjustments will additionally result in other Public Works responsibilities being delayed or not completed until the Department is fully staffed and new staff is sufficiently trained.