

Jackson Town Council Regular Meeting

April 18, 2022

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/87179191904?pwd=dmNUV1hXM3FySWIYS0MwaWpCRTRVdz09>

If the link does not work, join at zoom.com with Webinar ID **871 7919 1904** Password: **83001**

or join by phone +1 346 248 7799 with Webinar ID **871 7919 1904** and Passcode: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Spring Clean Up and Burn Week Proclamation

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

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

- A. Meeting Minutes
 - 1. April 11, 2022 Town Council Meeting
- B. Disbursements
- C. Special Event: Mondays in May (Carl Pelletier)
- D. Special Event: Old West Days (Carl Pelletier)
- E. Summit Connector Chair Placemaking Project (Johnny Zeim)

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

- A. Administration
 - 1. New Restaurant Liquor License: SRRC LLC (Lynsey Lenamond)
 - 2. New Restaurant Liquor License: Just Juice LLC (Lynsey Lenamond)
- B. Planning

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.

1. P22-048 10 E. Simpson Condominium Subdivision Plat (Paul Anthony)

VI. RESOLUTIONS

- A. Resolution #22-09: Old Bill's Fun Run - Animal Shelter (Riley Taylor)
- B. Resolution #22-10: Old Bill's Fun Run - Victim Services (Riley Taylor)
- C. Resolution #22-11: Old Bill's Fun Run - START (Riley Taylor)

VII. ORDINANCES

- A. Ordinance F: Council Salaries (3rd and final reading, to be designated Ordinance No. 1315)
- B. Ordinance H: Height Amendment (2nd reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports
- B. Alternative Municipal Judge Appointment (Roxanne Robinson)
- C. WAM Convention Travel Authorization (Riley Taylor)

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

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

2022 SPRING CLEAN UP & BURN WEEK

WHEREAS, we are all caretakers of our community and continually strive to make Jackson Hole a great place to live, work and play; and

WHEREAS, this valley is rich with opportunities for improving our scenic beauty and at the same time attending to our sustainability and;

WHEREAS, we are fortunate to be able to take advantage of sustainability programs including food scrap and composting programs, green energy alternatives, and waste reduction and recycling initiatives; and

WHEREAS, we can all work together to preserve the earth's beauty and resources; and

WHEREAS, the Rotary Club of Jackson Hole has organized a Spring Clean Up on May 14th where community volunteers help to clean up the town; and,

WHEREAS, Teton County Integrated Solid Waste and Recycling also participates in Spring Clean Up by encouraging town residents to compost their yard waste and by providing citizens free compostable yard waste bags to do so; and,

WHEREAS, the Jackson Hole Community Spring Clean-Up has been an annual tradition since 1969; and,

WHEREAS, the residential yard waste collected during the Spring Clean Up last year diverted 82 tons of organics from our waste stream; and,

WHEREAS, it is customary in the spring of each year to declare a burn week for citizens of the Town of Jackson to act responsibly, and at all times control their burns including only dry grass, leaves, twigs, small branches, and clean wood.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson do hereby proclaim **Community Spring Clean-Up Week** to be **Monday, May 9th through Saturday, May 14th**; and

FURTHER, I declare **Spring Clean Up Volunteer Day** as **May 14th** and encourage all citizens to participate in this important rite of spring here in Jackson Hole, which is sponsored by the Rotary Club who graciously organizes volunteers to clean up our community, and;

FURTHER, I declare that Town of Jackson Public Works will provide free yard waste drop off at the Teton County Fairgrounds on **Friday, May 13th** to remove residential yard waste between 9am and 6pm. Residents wishing to participate are urged to follow composting guidelines by only using the paper yard waste bags or reusable cans or bins, as plastic bags will not be accepted.

FURTHER, I declare **Spring Burn Week** to be **Saturday, May 7th through Sunday, May 15th** and remind any residents wishing to participate in burn week, that before you strike that match, to call the Jackson Hole Law Enforcement Agency at 733-2331 first.

DATED THIS 18TH DAY of APRIL 2022.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

MARCH 7, 2022

JACKSON, WYOMING

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

TOWN COUNCIL: *In-person*: Vice-mayor Arne Jorgensen, Jim Rooks, Jessica Sell Chambers, and Jonathan Schechter. Mayor Hailey Morton Levinson was absent.

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Tyler Sinclair, Tyler Valentine, Johnny Ziem, Brian Lenz, Susan Scarlata, Michelle Weber, Michael Palazzolo, Paul Anthony, Kelly Thompson, Floren Poliseo, Carl Pelletier, Lynsey Lenamond, and Riley Taylor.

Vice-mayor Jorgensen led those in attendance in the Pledge of Allegiance and read a proclamation for National Service Recognition Day, and introduced Toma Klaus, Transit Supervisor.

Public Comment. Julien Hass and Joy Avad made public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the consent calendar including items A-G as presented with the following motions.

A. **Meeting Minutes.** To approve the meeting minutes as presented for the March 21, 2022 Town Council meeting.

B. **Disbursements.** 842-NCPERS GROUP WYOMING \$96.00; ACE EQUIPMENT & SUPPLY \$556.96; ACE HARDWARE \$359.96; ADVANCED PUMP & EQUIPMENT, INC \$13,619.67; AFLAC \$2,501.18; AGOPIAN ADVOCACY \$7,000.00; AMAZON \$813.98; AMSOIL INC \$2,110.23; APEX SAGE INC \$14,682.31; AT&T \$2,467.79; AUSTIN, CHRIS \$100.00; BAKER, DAVID \$58.08; BIG R RANCH & HOME \$128.16; BISON LUMBER \$41.69; BLUE SPRUCE CLEANERS, INC \$46.19; BRIDGE-BLAIR PLACE LP \$29,307.79; BRISTOL, JAMES \$30.00; CAMBRIDGE SYSTEMATICS, INC \$18,944.50; CARQUEST AUTO PARTS INC. \$47.16; CENTURYLINK \$2,260.12; COPYWORKS, LLC \$34.95; COSINDAD, CARLOS \$155.00; CREATIVE ENERGIES, LLC \$99.00; DELTA DENTAL PLAN OF WYOMING \$8,791.20; DIAMOND VOGEL PAINTS, INC. \$6,999.86; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; E.R. OFFICE EXPRESS \$570.86; ENERGY LABORATORIES INC. \$4,342.00; FIRE SERVICES OF IDAHO \$420.00; FISH CREEK EXCAVATION LLC \$2,272.50; FLEETPRIDE \$71.02; FLORES, MINERVA \$220.08; FLOWPOINT ENVIRONMENTAL SYSTEMS \$1,095.00; FRANK J ZAMBONI & CO, INC \$200.80; GFOA \$85.00; GRAND TARGHEE RESORT \$3,505.00; GREENWAY PAINTING LLC \$4,960.00; GREG ELLNER ASSOCIATES, LTD \$13,590.00; HEALTHIEST YOU \$1,317.60; HIGH COUNTRY LINEN \$768.24; HIRST APPLGATE, LLP \$3,386.09; HOLCOMB, CHELSEA \$801.20; IDAHO FALLS PETERBILT \$60.54; IDAHO STATE TAX COMMISSION \$3,212.00; IMMIGRANT HOPE \$1,406.25; INTERSTATE BATTERY \$819.45; IXOM WATERCARE INC. \$2,350.68; JACKSON ANIMAL HOSPITAL \$117.58; JACKSON CURBSIDE INC. \$1,035.00; JACKSON DOWNTOWNER, LLC \$68,496.99; JACKSON HOLE COMMUNITY HOUSING \$1,000.00; JACKSON HOLE FAMILY HEALTH \$380.00; JACKSON HOLE LAW, PC \$3,003.00; JACKSON HOLE NEWS & GUIDE \$6,560.46; JACKSON PAINT AND GLASS, INC. \$1,222.49; JORGENSEN ASSOCIATES, PC \$63,679.52; KAUFMAN'S OK TIRE \$40.00; KOIS BROTHERS EQUIPMENT COMPANY \$252.42; KRIKOR ARCHITECTURE \$5,000.00; KUDAR ENTERPRISES, INC. \$70,108.02; LAWNGEVITY \$740.00; LEPCO \$519.00; LOCKHART CATTLE COMPANY LLC \$6,525.00; MCCABE, BRIAN \$155.00; METROQUIP INC \$4,598.29; MEYRING & ASSOCIATES, INC \$1,101.56; MOHAWK LIFTS LLC \$2,775.18; MOUNTAIN REGIONAL EQUIPMENT SOLUTIONS \$460.65; NAPA AUTO PARTS INC. \$695.15; NELSON ENGINEERING \$3,061.00; O'RYAN CLEANERS \$46.80; PARKER TRUCKING, INC. \$715.00; PELLETIER, CARL \$7,772.50; POST REGISTER \$225.00; PREMIER TRUCK- SALT LAKE CITY \$3,952.04; PRO RENTAL & SALES INC \$310.62; PROTERRA \$340.09; RAFTELIS \$6,732.50; RHINEHART OIL CO, LLC \$41,318.39; RON'S TOWING \$1,550.00; SAFELITE FULFILLMENT INC \$1,111.33; SALT CITY SALES \$1,675.50; SIGNATURE PROMOTIONAL GROUP LLC \$1,728.00; SILVERSTAR \$4,433.85; SINCLAIR, TYLER \$78.36; SNAKE RIVER MEP COMPLETE, INC \$807.28; SNAKE RIVER ROASTING \$658.40; SPECTRUM

\$99.99; SPRING CREEK ANIMAL HOSPITAL \$467.26; STANDARD INSURANCE COMPANY \$6,453.27; STANDARD PLUMBING SUPPLY CO. \$53.40; SWAGIT PRODUCTIONS, LLC \$1,775.00; TETON COUNTY CLERK \$174,391.16; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$10.00; TETON COUNTY SHERIFF'S-JAIL \$288.00; TETON COUNTY SPECIAL FIRE FUND \$369,750.68; TETON COUNTY-FUND 10 \$4,929.08; TETON COUNTY-FUND 13 \$154,389.72; TETON COUNTY-FUND 19 \$3,826.12; TETON LANDING \$2,000.00; TETON MOTORS INC \$1,140.22; TETON ROPE ACCESS AND SERVICES, LLC \$2,679.25; THE AFTERMARKET PARTS COMPANY, LLC \$417.48; THE TIRE RACK, INC. \$1,526.32; THOMSON WEST \$911.82; TITLE 22 CONSULTANTS \$1,046.81; ULINE \$359.52; UPPER CASE PRINTING INK \$213.73; VALLEY OFFICE SYSTEMS \$492.11; VERIZON WIRELESS \$1,000.00; VISA \$30,093.25; VISION SERVICE PLAN - (WY) \$1,734.99; WATTS STEAM STORE ROCKY MT. INC \$456.00; WESTERN CHARTERS AND TOURS, LLC \$74,250.00; WESTERN STATE \$841.56; WHITE GLOVE CLEANING, INC. \$2,392.49; WRENCH IT PLUMBING & HEATING INC \$3,267.62; WY CHILD SUPPORT ENFORCEMENT \$146.76; WY WORKERS' SAFETY & COMP \$12,232.74; WYDOT \$4.00; WYOMING FIRST AID & SAFETY \$219.38; WYOMING RETIREMENT SYSTEM \$126,884.26; Y2 CONSULTANTS, LLC \$843.75

- C. **March Municipal Court Report.** To accept the March Municipal Court Report into record.
- D. **P22-039 Art Fair Temp Sign.** To approve temporary banner application (P22-039) for the Art Fair Jackson Hole June Event, including the following conditions:
1. The use of sites shall be granted by the property owner.
 2. The signs shall not be located on the sidewalks or in the public right of way.
 3. The signs are approved for the following locations:
 - 105 Buffalo Way, Albertson's during:
 - o June 9, 2022 – June 21, 2022
 - Miller Park Tennis Courts, during:
 - o June 9, 2022 – June 21, 2022
- E. **P22-055 Laff Staff Temp Sign.** To approve temporary banner application (P22-055) for The Laff Staff's Improv Comedy Show, including the following conditions:
1. The use of site shall be granted by the property owner.
 2. The sign shall not be located on the sidewalks or in the public right of way.
 3. The sign is approved for the following location:
 - 105 Buffalo Way, Albertson's during:
 - o April 17-24, 2022
- F. **P22-047 LVE Easement 1025 Budge Drive.** To approve the Easement Agreement between Lower Valley Energy and the Town of Jackson and, upon review, including any minor changes thereto, by the Town Attorney and Town Engineer, authorize the Mayor to execute all necessary Agreements.
- G. **Teton Conservation District MOA – 1st Motion.** To approve the MOA between Town of Jackson and Teton Conservation District that enters the Town into the MOA Partner Grant Funding Program, and authorize the Mayor to execute the Agreement as approved by the Town Attorney.
- H. **Teton Conservation District MOA – 2nd Motion.** To approve the MOA between Town of Jackson and Teton Conservation District that allows the Conservation District to enter Town property for purposes of conducting the water quality monitoring program, and authorize the Mayor to execute the Agreement as approved by the Town Attorney.
- I. **Airport FY 21-22 Budget Amendment.** To approve the FY 2021/2022 Budget Amendment as presented.
- J. **Stio Malt Beverage Permit.** To approve the issuance of two (2) malt beverage permits to Stio for a grand re-opening event on April 30 and May 1, 2022 from 3:00 p.m. to 5:00 p.m., subject to the conditions and restrictions listed in the staff report.
- K. **JH Juggernauts Malt Beverage Permit.** To approve the issuance of two (2) malt beverage permits to the Jackson Hole Juggernauts for roller derby bouts on May 14 and June 11, 2022

from 7:00 p.m. to 10:00 p.m., subject to the conditions and restrictions listed in the staff report.

There was no public comment on the consent calendar. Vice-mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Mayor Morton Levinson absent. The motion carried.

Parklet and Flex Spaces. Carl Pelletier, Sarah Budge, and Lea Colasuonno made staff comment. Council held discussion with staff. Graeme Swain and Anna Olson made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve the continuation of parklets for restaurants for the summer of 2022, in accordance with existing State Statute and Town of Jackson Ordinance, and authorize staff to:

1. Identify and explore alternative funding sources and develop community partnerships to support parklets, if possible.
2. Negotiate with the Chamber of Commerce and other community partners to share the costs and work associated with a parklet program and agree to the management thereof by one or more parties, or hire additional Town employees and pay for and manage the program itself.

Vice-mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Mayor Morton Levinson absent. The motion carried.

A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve the continuation of parklets for restaurants for the summer of 2022, in accordance with State Statute and Town of Jackson Ordinance, and direct staff to:

1. Review Town Ordinances and State Statutes as they relate to alcohol service in parklets.
2. To review options for temporary sidewalk leases or encroachment agreements for parklets.
3. Bring back a staff report on both topics to the next available meeting.

Vice-mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Mayor Morton Levinson absent. The motion carried.

Kelly Place Workforce Rental. April Norton made staff comment. Council held discussion with staff. Kevin Olson made public comment. No motion was made.

P22-001 Budge Drive Boundary Adjustment. Paul Anthony made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve a Boundary Adjustment and Replat (P22-001) for the properties addressed 1025 Budge Drive, 1040 Budge Drive, and 1045 Budge Drive, based upon the findings as presented in the staff report, the departmental reviews, and 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 access, construction, and maintenance easement granted by the Budges to the Town of Jackson, as presented in this staff report and as approved by the Town Attorney, shall be recorded prior to the recordation of the Boundary Adjustment.

Vice-mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Mayor Morton Levinson absent. The motion carried.

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

Ordinance G: An Ordinance Amending the Minimum Lot Size of the Rural (R) District.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1198; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTION 3.3.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO AMEND THE MINIMUM LOT SIZE OF THE RURAL (R) DISTRICT.

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

A motion was made by Arne Jorgensen and seconded by Jonathan Shechter to approve Ordinance G on third reading and designate it Ordinance No. 1314. Vice-mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Mayor Morton Levinson absent. The motion carried.

Ordinance F: An Ordinance Updating Council Salaries

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1252, 787, 717, 326, AND 226 AND SECTIONS 1-3 OF TOWN OF JACKSON ORDINANCE NO. 1 AND SECTION 2.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING COMPENSATION FOR MAYOR AND COUNCIL; 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:

A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve Ordinance F on second reading. Vice-mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Mayor Morton Levinson absent. The motion carried.

Ordinance H: An Ordinance Limiting the Height of Attached Dwellings in NM-2 and NM-1 Districts

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1216 AND 1217; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTIONS 2.2.8 AND 2.2.9 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING MAXIMUM ALLOWED HEIGHT AND STORIES OF DETACHED HOMES AND DUPLEX BUILDINGS IN THE NEIGHBORHOOD MEDIUM DENSITY – 2 (NM-2) DISTRICT AND NEIGHBORHOOD HIGH DENSITY (NH-1) DISTRICT.

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

Paul Anthony made staff comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance F on second reading. Vice-mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Mayor Morton Levinson absent. The motion carried.

Matters from Vice Mayor and Council. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve a temporary sign permit for Tribe. The applicant made public comment. Vice-mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Mayor Morton Levinson absent. The motion carried.

Council discussed parking.

Jessica Sell Chambers provided an update from the Board of Health.

Town Manager's Report. Larry Pardee, Lea Colasuonno, and Roxanne Robinson made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Sell Chambers to accept the Town Manager's Report into the record. The Town Manager's Report contained an update on the updated Retail and Bar & Grill Liquor License process and timeline. Vice-mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Mayor Morton Levinson absent. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn. Vice-mayor Jorgensen called for the vote. The vote showed 4-0 in favor with Mayor Morton Levinson absent. The motion carried. The meeting adjourned at XX p.m. Minutes: rt

TOWN OF JACKSON

ATTEST: Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: March 16, 2022

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	774431	TAPE ELECTRIC 3/4"	03/10/2022	8.99	.00	
51	ACE HARDWARE	775478	ADAPTER OUTLET	03/21/2022	44.98	.00	
51	ACE HARDWARE	775847	BATTERIES	03/24/2022	42.94	.00	
51	ACE HARDWARE	776518	BATTERIES	03/30/2022	19.95	.00	
51	ACE HARDWARE	776532	BATTERIES	03/30/2022	26.98	.00	
51	ACE HARDWARE	776591	BRUSH WHEEL	03/31/2022	16.47	.00	
51	ACE HARDWARE	776719	CONTACT GLUE	04/01/2022	7.99	.00	
51	ACE HARDWARE	777346	SERRATED FLANGE, ANTI-FRE	04/07/2022	19.38	.00	
51	ACE HARDWARE	777443	CONNECTORS	04/07/2022	55.96	.00	
51	ACE HARDWARE	777471	BATTERY ALK D 8 PK, BATTERY	04/08/2022	30.98	.00	
51	ACE HARDWARE	777812	LAWN & LEAF BAG 25PK	04/12/2022	2,158.40	.00	
51	ACE HARDWARE	777814	STIHL DEPUTY BROWN, PULLE	04/12/2022	61.98	.00	
51	ACE HARDWARE	777821	PULLER CBL DBL RACH	04/12/2022	44.99	.00	
Total 51:					2,539.99	.00	
21	ADVANCED INDUSTRIAL SUPPL	5241627	GLOVE MECHANIX, EAR MUFF,	04/06/2022	581.40	.00	
21	ADVANCED INDUSTRIAL SUPPL	5241628	HAT MOUNT FULL BRIM, SAFET	04/06/2022	218.81	.00	
21	ADVANCED INDUSTRIAL SUPPL	5241629	VISOR BRACKET BRIM HAT	04/06/2022	34.48	.00	
Total 21:					834.69	.00	
88	AIRGAS INTERMOUNTAIN INC.	9123584957	cART SM DL CYL	03/09/2022	414.01	.00	
88	AIRGAS INTERMOUNTAIN INC.	9123732705	INM CD/AR	03/15/2022	149.45	.00	
Total 88:					563.46	.00	
5726	AMAZON	1FJ6-9W1J-DK	SAFETY APPAREL	03/24/2022	1,035.00	.00	
5726	AMAZON	1N3C-3W1K-9	HUSKY 42 GAL CONTACTOR BA	03/23/2022	215.52	.00	
5726	AMAZON	1P7N-KH6M-3	PLACARDS	04/06/2022	16.55	.00	
5726	AMAZON	1RFR-YGCV-6	HUSKY MINI PLIERS	03/21/2022	422.32	.00	
Total 5726:					1,689.39	.00	
383	ANTLER MOTEL, INC.	041522	WINTER HOUSING RENT	03/31/2022	1,240.00	.00	
Total 383:					1,240.00	.00	
1783	AT&T	287259163099	MONTHLY SERVICES	03/08/2022	1,189.56	1,189.56	04/07/2022
1783	AT&T	287279795460	MONTHLY SERVICES 28727979	03/19/2022	251.88	.00	
1783	AT&T	402310	FILE 3286471	09/29/2021	1,235.00	1,235.00	04/07/2022
Total 1783:					2,676.44	2,424.56	
6583	BESTDRIVE IDAHO FALLS	29002954	12R22.5	04/04/2022	2,658.00	.00	
6583	BESTDRIVE IDAHO FALLS	29002955	TERR'N CONTACT AT OWEL	04/05/2022	765.60	.00	
Total 6583:					3,423.60	.00	
1560	BLUE SPRUCE CLEANERS,INC	03-102699	LAUNDRY: SHIRT CLEANING- S	03/25/2022	17.50	.00	
1560	BLUE SPRUCE CLEANERS,INC	03-102911	LAUNDRY: SHIRT CLEANING- S	03/25/2022	14.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1560:					31.50	.00	
5	CARQUEST AUTO PARTS INC.	6090-560292	SHOP TOWEL	02/17/2022	68.70	.00	
5	CARQUEST AUTO PARTS INC.	6090-563681	WATER PUMP	03/23/2022	81.71	.00	
5	CARQUEST AUTO PARTS INC.	6090-563940	XBO	03/25/2022	57.80	.00	
5	CARQUEST AUTO PARTS INC.	6090-564138	MAT ALL SEASON GRY 4PC	03/28/2022	30.18	.00	
5	CARQUEST AUTO PARTS INC.	6090-564625	BEAERING	04/01/2022	101.72	.00	
5	CARQUEST AUTO PARTS INC.	6090-564713	OIL SEAL & BEARING	04/02/2022	194.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-564722	U JOINT	04/02/2022	40.94	.00	
5	CARQUEST AUTO PARTS INC.	6090-564746	CREDIT	04/02/2022	20.47-	.00	
5	CARQUEST AUTO PARTS INC.	6090-564957	IMPACT WRENCH	04/04/2022	1,700.99	.00	
Total 5:					2,255.57	.00	
102	CASELLE INC.	116133	CONTRACT SUPPORT	04/01/2022	1,812.00	.00	
Total 102:					1,812.00	.00	
7004	CENTER FOR EQUITY AND INC	3704	FACILLITATOR INTENSIVE APRI	03/09/2022	4,000.00	.00	
Total 7004:					4,000.00	.00	
6114	CLIMB WYOMING	041122	3RD QUARTER	04/11/2022	1,531.25	.00	
6114	CLIMB WYOMING	041122 2	2ND QUARTER	04/11/2022	1,531.25	.00	
Total 6114:					3,062.50	.00	
260	COMMUNITY SAFETY NETWORK	040122	4TH QUARTER	04/01/2022	14,093.75	.00	
Total 260:					14,093.75	.00	
58	CURRAN-SEELEY FOUNDATIO	040122	4TH QUARTER	04/01/2022	14,225.50	.00	
Total 58:					14,225.50	.00	
6883	DIVISION OF CHILD SUPPORT	040722	DCSE CASE #0005405448	04/07/2022	509.23	509.23	04/07/2022
Total 6883:					509.23	509.23	
2798	DPC INDUSTRIES, INC.	727000029-22	chlorine	03/14/2022	4,194.25	.00	
Total 2798:					4,194.25	.00	
3408	E.R. OFFICE EXPRESS	19358	CHIARS	04/04/2022	896.00	.00	
Total 3408:					896.00	.00	
1134	ENERGY LABORATORIES INC.	460870	PART	03/20/2022	45.00	.00	
1134	ENERGY LABORATORIES INC.	461764	INFLUENT, EFFLUENT	03/25/2022	124.00	.00	
1134	ENERGY LABORATORIES INC.	463030	INFLUENT, EFFLUENT, CELL 1,	03/31/2022	417.00	.00	
1134	ENERGY LABORATORIES INC.	463257	INFLUENT, EFFLUENT	04/04/2022	169.00	.00	
1134	ENERGY LABORATORIES INC.	463806	WELL #5	04/06/2022	262.00	.00	
Total 1134:					1,017.00	.00	
6552	ETNA TRADE PARK LLC	041122	STAR VALLEY BUS STORAGE M	04/11/2022	3,230.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6552:					3,230.00	.00	
3876	FITZGERALD, TODD	1648	TREE REMOVAL @ 292 e pEARL	04/12/2022	4,492.50	.00	
Total 3876:					4,492.50	.00	
668	FREEDOM MAILING SERVICE I	42643	UTILITY BILLING	04/05/2022	883.06	.00	
668	FREEDOM MAILING SERVICE I	42643	UTILITY BILLING	04/05/2022	883.05	.00	
Total 668:					1,766.11	.00	
6957	GERTA LLC	041122	HEIDELBERG MASTER LEASE	04/11/2022	2,575.00	.00	
Total 6957:					2,575.00	.00	
4212	GILLIG LLC	40903577	HOSE ASM	03/25/2022	262.36	.00	
4212	GILLIG LLC	40904840	SWITCH	03/30/2022	48.74	.00	
4212	GILLIG LLC	40905395	BRAKES	03/31/2022	1,428.06	.00	
Total 4212:					1,739.16	.00	
6450	GREG ELLNER ASSOCIATES, L	GEA22-1314	ULTRA TECH SYSTEMS UV LAM	04/07/2022	14,074.00	.00	
Total 6450:					14,074.00	.00	
93	HACH CHEMICAL CO.	12964253	BUFFER SOLN BLUE & RED, &	04/01/2022	228.45	.00	
Total 93:					228.45	.00	
6686	HCC LIFE INSURANCE COMPA	040422	Claims 04.04.22	04/04/2022	19,933.42	19,933.42	04/07/2022
Total 6686:					19,933.42	19,933.42	
4988	HD FOWLER COMPANY	16039538	TRAFFIC REPAIR KIT	03/17/2022	3,306.20	.00	
Total 4988:					3,306.20	.00	
96	HIGH COUNTRY LINEN	0307619	BUILDING MAINT: WWTP- MATS	03/23/2022	69.00	.00	
Total 96:					69.00	.00	
6041	HOLE FOOD RESCUE	041222	4TH QUARTER	04/12/2022	5,000.00	.00	
Total 6041:					5,000.00	.00	
4044	IDAHO FALLS PETERBILT	605466	FILTER OIL DUAL	04/01/2022	75.93	.00	
4044	IDAHO FALLS PETERBILT	605844	FILTERS	04/06/2022	231.07	.00	
Total 4044:					307.00	.00	
4677	IDEXX DISTRIBUTION, INC.	3095140414	FAMMA IRRAD COLILERT	11/02/2021	353.62	.00	
4677	IDEXX DISTRIBUTION, INC.	3103848437	GAMMA IRRAD COLILERT	04/01/2022	565.16	.00	
Total 4677:					918.78	.00	
7005	JACKSON HOLE BAKLAVA	041122	BUSINESS LICENSE DENIED	04/11/2022	74.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7005:					74.00	.00	
258	JACKSON HOLE COMMUNITY C	040822	4TH QUARTER	04/08/2022	28,412.50	.00	
Total 258:					28,412.50	.00	
858	JACKSON HOLE COMMUNITY H	040622	4TH QUARTER PAYMENT	04/06/2022	12,500.00	.00	
Total 858:					12,500.00	.00	
131	JACKSON HOLE NEWS & GUID	337722	AD#403858	03/30/2022	34.20	.00	
131	JACKSON HOLE NEWS & GUID	337723	AD#403859	03/30/2022	34.20	.00	
131	JACKSON HOLE NEWS & GUID	337951	AD#403807	04/07/2022	201.00	.00	
131	JACKSON HOLE NEWS & GUID	337987	AD#404008	04/07/2022	34.20	.00	
131	JACKSON HOLE NEWS & GUID	337988	AD#404009	04/07/2022	29.93	.00	
Total 131:					333.53	.00	
114	JACKSON LUMBER INC	0000756607-0	WOLMANIZE S4SM TORX	03/31/2022	1,935.88	.00	
114	JACKSON LUMBER INC	0000756756-0	BOSCH 4-1/2" SEGMENTED RIM	04/01/2022	18.22	.00	
114	JACKSON LUMBER INC	0000757117-00	50# 20 GRIT SILICA SAND	04/04/2022	11.61	.00	
Total 114:					1,965.71	.00	
7006	JAMISON, PAUL	041122	REFUND UTILITY CREDIT	04/11/2022	36.26	.00	
Total 7006:					36.26	.00	
239	JH20 WATER CONDITIONING &	I220328207	BOTTLE DELONIZED WATER, DI	03/28/2022	71.00	.00	
Total 239:					71.00	.00	
139	JORGENSEN ASSOCIATES, PC	48583	PROJ: 06013- CORE FACILITIES	04/05/2022	4,868.00	.00	
Total 139:					4,868.00	.00	
4102	LACAL EQUIPMENT, INC	0363105-IN	DIRT SHOE PLATE	04/08/2022	310.67	.00	
Total 4102:					310.67	.00	
2224	LOCAL GOV'T LIABILITY POOL	13802	AA220023 YOUNG	03/21/2022	1,000.00	.00	
Total 2224:					1,000.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 03-	3150 S ADAMS CANYON DR, JA	03/25/2022	372.61	372.61	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-003 03-	SPRUCE DR PUMP HOUSE, JA	03/25/2022	349.76	349.76	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-008 03-	CEMETERY, JACKSON, WY	03/25/2022	16.24	16.24	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-010 03-	ELY SPRINGS RD WELL 6,7,8, J	03/25/2022	1,094.96	1,094.96	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-014 03-	135 E BROADWAY AVE HEAT TA	03/25/2022	16.24	16.24	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-017 03-	WASTE WATER TRTMT INTERM	03/25/2022	33.83	33.83	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-019 03-	RANGEVIEW DR LIFT PUMP CO	03/25/2022	80.49	80.49	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-021 03-	150 E PEARL AVE, JACKSON, W	03/25/2022	1,777.67	1,777.67	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-024 03-	1605 BERGER LN SEWER LIFT	03/25/2022	28.98	28.98	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-025 03-	450 W SNOW KING AVE NEW S	03/25/2022	685.02	685.02	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-026 03-	450 W SNOW KING AVE SHOP, J	03/25/2022	336.83	336.83	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-044 03-	SNOW KING ESTATES BOOSTE	03/25/2022	268.72	268.72	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-047 03-	WASTE WATER TRTMT UV BLD	03/25/2022	16.00	16.00	04/12/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-049 03-	WASTE WATER TRTMT PTB 545	03/25/2022	8,034.78	8,034.78	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-050 03-	2 MG TANK, JACKSON, WY 200	03/25/2022	26.70	26.70	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-051 03-	WELL #5 KARNS MEADOW DR,	03/25/2022	2,465.23	2,465.23	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-052 03-	675 E BROADWAY AVE WELL #1	03/25/2022	832.91	832.91	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-053 03-	WELLS #2 & #3, JACKSON, WY	03/25/2022	2,575.30	2,575.30	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-054 03-	CITY WELL ELK REF 1, JACKSO	03/25/2022	104.77	104.77	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-055 03-	CITY WELL ELK REF 2, JACKSO	03/25/2022	83.96	83.96	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-056 03-	CITY WELL ELK REF 3, JACKSO	03/25/2022	73.32	73.32	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-059 03-	440 W SNOW KING AVE POLICE	03/25/2022	284.13	284.13	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-060 03-	400 W SNOW KING AVE S GAR,	03/25/2022	960.86	960.86	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-061 03-	400 W SNOW KING AVE PUBLIC	03/25/2022	1,499.17	1,499.17	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-074 03-	CRABTREE LN THAW WELL #2,	03/25/2022	19.54	19.54	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-075 03-	HIGH SCHOOL RD THAW WELL	03/25/2022	18.74	18.74	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-078 03-	145 W HANSEN AVE FRONT, JA	03/25/2022	144.49	144.49	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-079 03-	145 W HANSEN AVE BACK, JAC	03/25/2022	179.13	179.13	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-082 03-	400 W SNOW KING AVE E STOR	03/25/2022	465.89	465.89	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-090 03-	955 MAPLE WAY, JACKSON, WY	03/25/2022	180.98	180.98	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-092 03-	3150 S ADAMS CANYON DR ANI	03/25/2022	661.27	661.27	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-102 03-	145 W HANSEN AVE FRONT, JA	03/25/2022	78.51	78.51	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	03/25/2022	2,912.64	2,912.64	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-106 03-	940 SIMON LN, JACKSON, WY	03/25/2022	234.94	234.94	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-114 03-2	210 N CACHE ST HOME RANCH	03/25/2022	530.73	530.73	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-126 03-	SPRING WATER LN LIFT STATIO	03/25/2022	21.67	21.67	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-127 03-	3337 S CODY CREEK DR LIFT S	03/25/2022	382.87	382.87	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-131 03-	195 E DELONEY AVE RESTROO	03/25/2022	365.27	365.27	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-132 03-	160 S MILLWARD ST PARKING	03/25/2022	1,431.66	1,431.66	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-134 03-	160 S MILLWARD ST PARKING	03/25/2022	172.46	172.46	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-334 03-	JOSEPHINE LOOP LOT 15 LIFT	03/25/2022	145.97	145.97	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-341 03-	210 N CACHE ST HOME RANCH	03/25/2022	30.82	30.82	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-345 03-	930 SIMON LN, JACKSON, WY	03/25/2022	164.50	164.50	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-356 03-	55 KARNS MEADOW DR START	03/25/2022	2,972.54	2,972.54	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-357 03-	55 KARNS MEADOW DR START	03/25/2022	9,056.24	9,056.24	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-359 03-	MILLER PARK PARKING LOT CH	03/25/2022	116.24	116.24	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-361 03-	625 W BROADWAY AVE NEW P	03/25/2022	23.42	23.42	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-363 03-	455 VINE ST UTIL, JACKSON, W	03/25/2022	56.70	56.70	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-364 03-	65 VIRGINIAN LN #5, JACKSON,	03/25/2022	63.33	63.33	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-365 03-	65 VIRGINIAN LN #7, JACKSON,	03/25/2022	89.91	89.91	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-367 03-	455 VINE ST APT #3, JACKSON,	03/25/2022	58.69	58.69	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-368 03-	455 VINE ST APT #4, JACKSON,	03/25/2022	74.80	74.80	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-370 03-	2022 WILDFLOWER CT, JACKS	03/25/2022	165.66	165.66	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-371 03-	2022 WILDFLOWER CT, JACKS	03/25/2022	46.54	46.54	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-374 03-	455 VINE ST APT #1, JACKSON,	03/25/2022	106.32	106.32	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-375 03-	155 E PEARL AVE, JACKSON, W	03/25/2022	25.93	25.93	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-376 03-	149 E PEARL AVE, JACKSON, W	03/25/2022	243.75	243.75	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-378 03-	145 E PEARL AVE #A EAST, JAC	03/25/2022	83.40	83.40	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-381 03-	915 SIMON LN, JACKSON, WY	03/25/2022	215.43	215.43	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-383 03-	SNOW KING DR WATER TANK C	03/25/2022	21.48	21.48	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-385 03-	85 N SPRING GULCH RD SPRIN	03/25/2022	302.71	302.71	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-388 03-	121 SHERWOOD CT BLDG 2 BU	03/25/2022	26.26	26.26	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-389 03-	1640 MARTIN LN LIFT STATION,	03/25/2022	30.71	30.71	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-390 03-	400 W SNOW KING AVE HOUSI	03/25/2022	298.88	298.88	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-391 03-	400 W SNOW KING AVE PARK M	03/25/2022	587.31	587.31	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-392 03-	400 W SNOW KING AVE ADMIN,	03/25/2022	375.61	375.61	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-393 03-	400 W SNOW KING AVE EMPLO	03/25/2022	988.36	988.36	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-395 03-	145 E PEARL AVE #C LOFT, JAC	03/25/2022	79.39	79.39	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-396 03-	145 E PEARL AVE HSE/CMN, JA	03/25/2022	139.18	139.18	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-397 03-	145 E PEARL AVE #B WEST, JA	03/25/2022	103.31	103.31	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-398 03-	155 E PEARL AVE, JACKSON, W	03/25/2022	74.48	74.48	04/12/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-399 03-	155 E PEARL AVE, JACKSON, W	03/25/2022	80.15	80.15	04/12/2022
156	LOWER VALLEY ENERGY INC	92050-401 03-	455 VINE ST APT #2, JACKSON,	03/25/2022	11.71	11.71	04/12/2022
Total 156:					46,679.00	46,679.00	
7002	LYMAN, TRISSTA	041122	RETURN BOND B21-1006 290 S	04/11/2022	20,000.00	.00	
Total 7002:					20,000.00	.00	
7003	LYONS, FRANK	040722	REFUND 14135400	04/07/2022	801.59	.00	
Total 7003:					801.59	.00	
998	METROQUIP INC	P14840	DIRT SHOE RUNNER	04/06/2022	97.96	.00	
998	METROQUIP INC	P14840	DIRT SHOE RUNNER	04/06/2022	97.96	.00	
Total 998:					195.92	.00	
4623	MSC INDUSTRIAL SUPPLY CO	5285258001	MISC PARTS	03/18/2022	318.21	.00	
Total 4623:					318.21	.00	
257	NAPAAUTO PARTS INC.	043642	IMPACT SOCKET, REDUCER	01/19/2022	19.98	.00	
257	NAPAAUTO PARTS INC.	050069	FIR REAR	02/22/2022	26.28	.00	
257	NAPAAUTO PARTS INC.	050250	IGNITION COIL	02/23/2022	60.31	.00	
257	NAPAAUTO PARTS INC.	051074	CAP SCREW, LOCK NUT, WASH	02/28/2022	4.86	.00	
257	NAPAAUTO PARTS INC.	053176	HYBRID BLADE 24"	03/11/2022	19.79	.00	
257	NAPAAUTO PARTS INC.	054173	CARB CHOKE	03/17/2022	8.98	.00	
257	NAPAAUTO PARTS INC.	055218	TOGGLE 20A BRASS	03/23/2022	6.69	.00	
257	NAPAAUTO PARTS INC.	055234	CREDIT FOR WARRANTY & TO	03/23/2022	1.20-	.00	
257	NAPAAUTO PARTS INC.	056292	LAMP	03/29/2022	1.10	.00	
257	NAPAAUTO PARTS INC.	056545	VALVE CLEANER	03/30/2022	23.31	.00	
257	NAPAAUTO PARTS INC.	056929	FILTER	03/31/2022	7.92	.00	
257	NAPAAUTO PARTS INC.	057010	VALVE CORE AND VAL CAP	04/01/2022	102.16	.00	
Total 257:					280.18	.00	
187	NELSON ENGINEERING	08288	PROJ: 21-060-01 115 JACKSON	03/31/2022	953.75	.00	
187	NELSON ENGINEERING	58345	22-066-01 3 CREEK	03/31/2022	4,100.00	.00	
Total 187:					5,053.75	.00	
5037	OLDCASTLE PRECAST INC	230214037	SPECIAL HOOD ONLY	03/21/2022	1,020.00	.00	
Total 5037:					1,020.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775379996	CAM SHAFT, HARNESS, SEAL	03/30/2022	1,380.65	.00	
6483	PREMIER TRUCK- SALT LAKE C	775380346	TAPPET KIT	04/01/2022	1,278.51	.00	
6483	PREMIER TRUCK- SALT LAKE C	775380692	HOUSING, GEAR	04/01/2022	846.91	.00	
6483	PREMIER TRUCK- SALT LAKE C	775381656	OP CUMMIN	04/05/2022	51.56	.00	
6483	PREMIER TRUCK- SALT LAKE C	775382750	SPL	04/08/2022	656.16	.00	
Total 6483:					4,213.79	.00	
6594	PROTERRA	1039068	SOLENOID	03/23/2022	779.13	.00	
6594	PROTERRA	1039591	CABLE CONNECTOR	03/31/2022	275.57	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6594:					1,054.70	.00	
6613	QUADIENT FINANCE USA, INV	9862 0322	POSTAGE	03/30/2022	1,000.00	.00	
Total 6613:					1,000.00	.00	
6649	QUADIENT LEASING USA, INC.	N9333697	POSTAGE METER LEASE	03/22/2022	468.69	.00	
Total 6649:					468.69	.00	
1839	RAFTER J IMPROV/SERV DIST	4669	Quarterly Billing	04/01/2022	146.43	.00	
Total 1839:					146.43	.00	
6855	RHINEHART OIL CO, LLC	IN-740780-22	FUEL	03/30/2022	42,883.15	.00	
Total 6855:					42,883.15	.00	
2850	RT1 INC	040522	ship monthly samples	04/05/2022	74.48	.00	
Total 2850:					74.48	.00	
6889	SAFELITE FULFILLMENT INC	05008-001402	RAIN SENSOR	03/31/2022	399.31	.00	
Total 6889:					399.31	.00	
13	SAFETY SUPPLY & SIGN CO., I	180079	HI REG 30MIN PARKING, FRT	03/01/2022	149.46	.00	
Total 13:					149.46	.00	
5333	SALT CITY SALES	167106	HI-VIZ GREEN GOATSKIN,	04/07/2022	321.30	.00	
Total 5333:					321.30	.00	
4699	SNAKE RIVER ROASTING	77566	COFFEE	04/05/2022	113.90	.00	
Total 4699:					113.90	.00	
1505	SPRING CREEK ANIMAL HOSPI	625023075	ANIMAL CARE	04/05/2022	195.65	.00	
1505	SPRING CREEK ANIMAL HOSPI	625023249	ANIMAL CARE	04/10/2022	99.79	.00	
1505	SPRING CREEK ANIMAL HOSPI	625023250	ANIMAL CARE	04/10/2022	761.70	.00	
1505	SPRING CREEK ANIMAL HOSPI	625023251	MEDS	04/10/2022	12.40	.00	
Total 1505:					1,069.54	.00	
6091	STEP BACK LEADERSHIP CON	0840	LEADERSHIP TRAINING	02/01/2022	36,000.00	.00	
Total 6091:					36,000.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	615	MARCH INMATES	04/05/2022	1,224.00	.00	
Total 55:					1,224.00	.00	
268	TETON MOTORS INC	5101632	SHUTTER	03/08/2022	248.27	.00	
268	TETON MOTORS INC	5101875	SEAL	04/05/2022	38.53	.00	
268	TETON MOTORS INC	8018723	rPAIR TAHOE	01/24/2022	538.50	.00	
268	TETON MOTORS INC	8018756	rPAIR POLICE INTERCEPTOR	02/04/2022	1,457.52	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
268	TETON MOTORS INC	8018767	REPAIR POLICE INTERCEPTOR	02/22/2022	1,461.52	.00	
Total 268:					3,744.34	.00	
3162	TETON TRASH REMOVAL, INC.	22APR703	TRASH REMOVAL	04/01/2022	48.00	.00	
3162	TETON TRASH REMOVAL, INC.	22MAR924	TRASH REMOVAL	03/01/2022	48.00	.00	
Total 3162:					96.00	.00	
298	TETON YOUTH & FAMILY SERVI	0400622	3RD QUARTER PAYMENT	04/06/2022	64,062.50	.00	
Total 298:					64,062.50	.00	
3237	THE AFTERMARKET PARTS CO	82648842	NOZZLE TOWER	03/24/2022	248.25	.00	
Total 3237:					248.25	.00	
154	THE CHILDREN'S LEARNING C	041122	4TH QUARTER CONTRACT	04/11/2022	29,252.75	.00	
Total 154:					29,252.75	.00	
6941	THE CONNOR E FIELD TRUST	041122	WILSON MASTER LEASE MAY	04/11/2022	2,575.00	.00	
Total 6941:					2,575.00	.00	
4649	ULINE	72259758	RUBBERMAID 1/2 ROUND TRAS	04/06/2022	1,369.15	.00	
4649	ULINE	72259758	RUBBERMAID 1/2 ROUND TRAS	04/06/2022	1,916.31	.00	
Total 4649:					3,285.46	.00	
563	WESTBANK SANITATION	3914393T022	TRASH PICK UP @ WWTP- FEB	03/01/2022	854.57	.00	
563	WESTBANK SANITATION	3935427T022	TRASH PICK UP @ WWTP- MAR	04/01/2022	1,011.57	.00	
563	WESTBANK SANITATION	3937524T022	940 Simon Lane	04/01/2022	61.11	.00	
Total 563:					1,927.25	.00	
2995	WHEELER TANK TESTING, INC.	2179	annual tank and line testing	04/08/2022	1,110.00	.00	
Total 2995:					1,110.00	.00	
6117	WILSON, JOHN	04112022	MASTER LEASE WILDFLOWER	04/11/2022	2,200.00	.00	
Total 6117:					2,200.00	.00	
3619	WY CHILD SUPPORT ENFORCE	040722	case #209790	04/07/2022	146.76	146.76	04/07/2022
Total 3619:					146.76	146.76	
1064	WYOMING DEPARTMENT OF H	I0014581	COLILERT WATER TESTING- AP	04/04/2022	240.00	.00	
Total 1064:					240.00	.00	
1208	WYOMING SECRETARY OF STA	040122	NOTARY APPLICATION FOR AN	04/01/2022	60.00	.00	
Total 1208:					60.00	.00	
2842	YELLOW IRON EXCAVATION, LL	68883	trash removal - ANIMAL SHELTE	03/31/2022	140.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2842:					140.00	.00	
Grand Totals:					438,831.87	69,692.97	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	April 18, 2022	Meeting Title:	Town Council Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Mondays in May	Public Comment:	Yes

Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting the use of public property, services of Town personnel and use of Town equipment on behalf of the Town of Jackson.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by Matt Donovan for Mondays in May.

Recommendations.

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

Background.

The applicant, Matt Donovan, requests permission to host the special event series "Mondays in May" every Monday starting June 13, 2022 and running through September 5, 2022. The applicant is requesting space in May Park to park up to 2 food trucks every Monday to serve food to community members between the hours of 4:30 P.M. until 8:30 P.M.

Typically a food truck would be requested to be on location at special event to serve food to spectators; however, in this request, the presence of the food truck is the special event. Currently a food truck can operate (sell food to the general public) in the Town of Jackson through two scenarios:

1. Food Truck on Private Property. The applicant would need to be approved for an Exposition License which is reviewed by various departments in the Town and County. This permit is either approved or denied at the staff level. An exposition license would require 2 or more businesses to operate under the license.
2. Food Truck on Public Property. The applicant would need to be approved through the Town of Jackson's special event application process which ultimately needs to be approved by the Town Council. The applicant would need to obtain a special event permit as well as an Exposition License. Both of these applications are reviewed by various Town and County staff.

The applicant has indicated that he has a desire to hold this ongoing event for several different reasons:

- Provide an opportunity for residents in a neighborhood to gather,
- Provide a food opportunity for residents in a neighborhood without having to drive downtown, and
- Provide an opportunity to alleviate some of the stresses on local restaurants who seem at capacity during the summer months.

Last year the applicant held a similar ongoing event in Cottonwood Park which was held on private property. The applicant indicated that the event was well received and well attended.

The applicant has met several times with Town staff as well as with Parks and Recreation staff in an effort to come up with an acceptable plan of operation. The application was circulated to all Town departments for review. A majority of the concerns and questions which were raised during the initial review of the application were answered and resolved during these meetings.

The concerns raised by Town and County staff which were not resolved in these meetings included:

1. Concern for setting a precedence for other food trucks applying for special event permits on public land in the future.
2. Concern for the response of the neighbors in the area surrounding the park.
3. Concern about parking in the area requested.

In considering these concerns staff felt that since this was a series of events over the course of the entire summer and that the organizer has applied for the permit well in advance of the actual event that it was unique and different from a one-off event. Staff has also required that the applicant canvas the neighborhood surrounding May Park to inform residents of the proposal as well as providing information on how to provide public comment (both in writing prior tonight's meeting as well as information on the time and date of this meeting). In regards to parking concerns, the applicant indicated that this was an event geared primarily towards residents in close proximity to May Park and the number of people driving to the event would be minimal.

The proposed location of the food trucks would be inside May Park adjacent to Rancher Street just north of the community gardens. This location has been vetted by the Teton County Parks and Recreation Parks Manager.

The applicant requests the following in association with the special event application:

- Permission to park up to two food trucks either in May Park (in an area pre-approved by the Parks Manager) or on Rancher Street in public parking spaces adjacent to May Park.
- An Exposition business license to allow vendors to sell products at the event.
- Permission from Town Council for noise generated from the event including the possibility of music over a loudspeaker.
- Use of May Park for local non-profits to set up booths to provide information about their organizations. If activated, the organizer would limit the number to no more than 1 non-profit tent at any given Monday night event.
- Use of Town Equipment such as traffic cones or barricades if necessary.

Analysis.

The application has been submitted for review and comment to all Town departments. The applicant will work with the Teton County Health Department in an effort to mitigate the potential spread of COVID-19 with guidelines and recommendations from the CDC. The applicant has agreed to meet with staff throughout the summer to adjust the event as necessary.

Possible Alternatives.

- Approve the request with modifications
- Deny the request
- Other

Comprehensive Plan & Priority Alignment.

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

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

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community's central Complete Neighborhood, a gateway to the nation's parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson's role as the central Complete Neighborhood.

Policy 4.4.a: Maintain and improve public spaces

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

Fiscal Impact.

Direct income: \$1,599 from exposition licenses and a \$27 special event application fee.

Staff Impact.

- Processing exposition permits (approximately 30 minutes),
 - Securing town equipment from Public Works (approximately 1 hour of staff time),
 - Departmental review of application (approximately 3 hours of total staff time),
 - Pre-event meetings with the applicant (approximately 4 hours of total staff time),
 - Preparation of staff report (approximately 2 hours),
 - On-going meetings during the summer (approximately 2 hours)
 - Post summer debriefing (approximately 1 hour)
- In total approximately 13.5 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

Staff recommends the approval of the special event permit application subject to the following conditions and restrictions:

1. The applicant shall abide by any additional conditions not listed in this staff report as directed by the Town Council.
2. The applicant shall abide by all state and local health orders in place during the event.
3. The applicant will work with the Teton County Health Department in efforts to implement practices that help mitigate the potential spread of COVID-19.
4. The applicant shall provide to the Town in advance of the event an insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. The insurance must include alcohol liability.
5. The applicant shall provide additional trash receptacles. Parks and Recreation indicated that they would require 1 extra trash can for every food truck present.
6. The applicant shall provide one additional port-o-potty for each event.
7. No vehicles, equipment, trailers, etc. shall be parked on any grass or turf areas at the site unless turf protection measures are in place and have been approved by the parks manager.
8. Vendors shall not dump hot water or other liquids on the turf.
9. If generators are staged in the native or turf areas, the generators shall not be placed directly on the native grass or the turf. A barrier approved by the fire marshal shall be used.

10. If generators are used there shall be no refueling in the park.
11. A post event clean up shall occur after every event.
12. Each event will be sponsored by a local non-profit.
13. No more than one non-profit tent will be set up at any given Monday night event.
14. The applicant shall coordinate all set-up needs with the Parks and Recreation park manager (732-5793) at least ten days prior to the start of the event.
15. The applicant is expected to monitor the noise levels of the event to ensure that it is conducted in a manner that reduces the likelihood that it will disturb the residents of the surrounding area or neighborhood. In the event that complaints from residents are received, the person to whom this permit is issued shall be responsible for taking reasonable steps to see that the noise is abated in a timely manner.
16. The applicant shall encourage participants to recycle and vendors to utilize recyclable and biodegradable material.
17. The applicant shall provide recycling containers.
18. Food service shall be coordinated with and approved by Teton County Environmental Health.
19. Fire/EMS will conduct inspections of the site and additional requirements per the International Fire Code could be enforced prior to and during the event.
20. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).
21. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2)
22. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
23. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
24. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
25. Any cooking performed within tents shall require advance approval by this Department (IFC 3104.15.3 – 3104.15.7).
26. Smoking shall not be permitted in tents, canopies or membrane structures. Approved “No Smoking” signs shall be conspicuously posted (IFC 3104.6).
27. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
28. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
29. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

Attachments or Links.

Special Event application

Location Map within May Park

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

I move to approve the special event application, Mondays in May, made by Matt Donovan, subject to the conditions and restrictions listed in the staff report.



Email the Town Council

Email Content:

I am writing in support of the proposal to host Mondays in May, an event series that will build community and camaraderie among Jackson residents in a Covid-safe way. Not all neighbors are keen to draw people to May Park, citing traffic, parking and noise concerns, but I'm all for it. I think the benefits of connecting people after two very difficult years trump the minor inconveniences that may (or may not) result from these events. May Park is a community treasure that should be shared with all who pay taxes for its upkeep.

Thank you for your consideration.

Annie Riddell
East Jackson

Your Name: Annie Riddell

Your Company Name: *Field not completed.*

Your Phone Number: 3076905284

Your Email Address: anniejridell@gmail.com

Your City: Jackson

Your State: Wyoming

Your Zip Code: 83001

Email the Town Council

Email Content:

Hello,

I am excited to hear about the possibility of food trucks at May Park this summer! Your support is sincerely appreciated to get this exciting possibility a reality.

Best to you,
Lindsay

Your Name: Lindsay Long

Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	<i>Field not completed.</i>
Your Email Address:	Linloski22@gmail.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83002

Hey Hailey,

Hope all is well. I just wanted to reach out and lay some ground work for something that is slated to go before council on April 18. I would love to field any questions or concerns in advance if possible.

Here is the basic info of the event application:

“Mondays In May”
Mondays
Mid June to mid September
4:30-8:30pm
Up to 2 food trucks per date

I have worked closely with the planning department and Parks and Rec to stage a plan that would receive their recommendation for approval. We have been able to create an approach that accomplishes that.

This event is based on the experiment I performed in Cottonwood last September. Through an exposition license, I was able to bring an option to my neighborhood that offered locally operated, quicker, less expensive food options than anything available in restaurants without leaving the neighborhood. It additionally offered a chance to foster community in a time when it is needed arguably more than ever before.

Audio testimonials and videos are attached below of Cottonwood in September.

There are additional positive impacts including less competition with tourists for restaurant AND parking volume, and the alternative transportation encouragement not only positively impacts the parking, but the many miles taken off the road by positioning it in residential density. This is why Friends of Pathways has chosen to be the non-profit co-sponsor of the event.

Thus far, the Mondays In May proposal has also been supported by not only many East Jackson residents, but additional parties such as downtown restaurant owners, the Senior Center, and more. I believe some have submitted support to the council general email, and I have correspondence with others who are supportive and may not have submitted anything officially. I am happy to forward any of that if it is helpful.

Please let me know when may be good to touch base on this prior to the April 18 council meeting.

--

Thank you for your time,

Matt Donovan

Contour Music Festival - Jackson Hole, WY

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: Mondays In May

Name of Organization: Matt Donovan/Friends of Pathways

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

Mailing Address: P.O. Box 8612

City: Jackson State: Wy Zip Code: 83002

Name of Person Completing Application: Matt Donovan

Email Address: Matthewdonovan3@gmail.com

Work Phone: 970-420-7762 Cell Phone: _____

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☒ Other: Food trucks and community gathering

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

Create community character and offset downtown traffic, parking, crowding

Location of Event: May Park Alternative Location: N/A

Date(s) of Event: Mondays - June 13-Sept 5 Event Operating Hours: 4:30-8:30pm

Event Set Up Begins Date: June 13, 2022 Time: 3pm

Event Clean Up Ends Date: September 05, 2022 Time: 8:30pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 75 Total Event: 1050

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): Friends of Pathways

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

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

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

Name: TBD Cell Phone: _____

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

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

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

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

If "Yes", how many parking spaces will be unavailable due to the event: ⁴_____ parking spaces

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

Special Event Application

TOWN EQUIPMENT REQUESTS

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

_____ Large Street Barricades	_____ "Road Closed" Street Signs
_____ Small Sidewalk Barricades	_____ "Local Traffic Only" Street Signs
10 _____ 28 Inch Street Cones	_____ "Detour" Street Signs
_____ Candlestick Cones	2 _____ 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

Awareness that parking will be affected for food truck parking, a la farmers market etc

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☒ Electricity Access

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

☒ Additional Public Restroom Cleaning

Please describe in detail your request: _____

Coordinate bathroom cleaning Tuesdays to follow food truck day

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: 4:30pm Finish Time: 7pm

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets: ²_____ Number of ADA Accessible Portable Toilets: ¹_____

If "No", please explain: _____

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

Restroom Company: Parks and rec will provide all season

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

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

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event:

Food

Will any food or beverages be sold at your event?

☒ Yes

☐ No

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

TRASH REMOVAL PLAN

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

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

☒ Yes

☐ No

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

How many trash receptacles will be supplied for your event? As needed

When will the trash receptacles be delivered? Park has trash already, will coordinate accordingly

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

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

The park will have trash receptacles, the trucks will provide one each, and additional will be available if needed.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

If "Yes" which company will you be using? TBD, 2 requested from ToJ

How many recycling receptacles will they (or you) supply for your event? 2 at least

When will these recycling receptacles be delivered? From town

When will recycling receptacles be picked up and removed from site? 4pm, 8:30pm

Describe your plan for collection and removal of recyclable materials during your special event:
we are requesting recycling bins from town
We will likely handle on our own
If it gets overwhelming, we will contract someone

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☐ Yes

☒ No

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

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: MD

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: MD _____

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: MD

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: MD

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: MD

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: 
Signature

APPLICANT: Matthew Donovan
Printed Name

DATE: 01/25/2022

TITLE: Event organizer

STAFF REPORT



Meeting Date:	April 18, 2022	Meeting Title:	Regular Meeting
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Elk Fest & Old West Days Celebration	Public Comment	Yes

Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting use of Town property, the closure and restricted use of Town streets, the use of George Washington Memorial Park, services of Town employees, temporary parking restrictions, and temporary relief from Town ordinances.

Requested Action.

Staff is requesting Town Council consider the special event application submitted by the Jackson Hole Chamber of Commerce to host the annual Elk Fest and Old West Days Celebration between the dates of May 20 and May 30, 2022.

Recommendations.

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

Background.

The applicant, the Jackson Hole Chamber of Commerce, requests permission to host the Annual Old West Days celebration from Friday, May 20, 2022 through Monday, May 30, 2022. Up to 7000 spectators are expected to attend Old West Days events including a Shootout Gang performance, a street dance, the BrewFest, Cowboy Church, the Mountain Man Rendezvous at the TC Fairgrounds, a Chamber of Commerce 75th year anniversary celebration, art demonstration and other cultural entertainment such as music, poetry, dancers, and demonstrations.

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

1. Closure of Deloney Avenue from Cache to the intersection of Center and Deloney per the attached event plan from Saturday, May 21 at 6:00 A.M. until Sunday, May 22 at 5:00 P.M.
2. Closure of Center Street from the driveway at Orsetto to Broadway per the attached event plan from Saturday, May 21 at 6:00 A.M. until Sunday, May 22 at 5:00 P.M.
3. Closure of Deloney Street from Cache to Center per the attached event plan from Thursday, May 26 at 3:00 P.M. until Monday, May 30 at approximately 8:00 A.M.
4. Closure of Center Street from Broadway to Deloney per the attached event plan from Friday, May 27 at noon until Monday, May 30 at approximately 8:00 A.M.
5. If the Chamber of Commerce decides to hold the Old West Days Parade: Closure of Broadway from Cache to Center Street on Saturday, May 28 from 7:00 A.M. to approximately 11:30 A.M. for the Old West Days parade. Street closures and the use of streets for the Old West Days parade from 9:30 A.M. to 11:30 A.M. on Saturday, May 28: Snow King Avenue from the Rodeo Grounds to Glenwood, north on Glenwood to Broadway, east on Broadway to Willow, where entrants will disband to four areas (Jackson Elementary parking on Jean Street, public parking lot on East Deloney, Snow King Center parking lot, and Rodeo Grounds parking). Note: WYDOT has been contacted for a parade permit for portions of Broadway under its jurisdiction.

6. Closure of the intersection of Center and Deloney Streets from 6:00 P.M. to 7:00 P.M. Monday through Saturday evenings beginning Friday, May 27 through Monday, September 5 for Shootout Gang performances.
7. Use of George Washington Memorial Park on Saturday, May 21 and May 28 from 7:00 A.M. to 9:00 P.M. for entertainment and demonstrations.
8. Use of George Washington Memorial Park on Thursday, May 26 from 3:00 P.M. to 7:00 P.M. for celebration of Chamber of Commerce's 75th year anniversary.
9. Use of George Washington Memorial Park on Monday, May 30 at 10:00 A.M. for a brief American Legion Memorial Day ceremony.
10. Permission from Town Council for amplified sound associated with the Old West Days activities.
11. Assistance from Public works personnel with regard to barricades, road closed signs and hanging light post banners.
12. Posting of signage (including no parking signs to be posted prior to these events) to allow for the street closures. The applicant shall be responsible for the closure of the parking lot as well as streets and the procuring, posting and removal of any signage including, but not limited no parking and handicapped parking signs associated with the event.
13. Assistance from Police Department personnel for parade traffic control, overnight patrol of the tent on Deloney (the Chamber of Commerce is hiring JH security for primary overnight security), crowd control, safety and for posting of signage.
14. Assistance from Parks and Recreation staff to access electricity, irrigation locates, and bleachers for parade spectators.
15. Sixteen (16) JHCC parking permits to be issued by the Chamber of Commerce to allow volunteers to park longer than two hours in and around Town Square from May 20 through May 22 and again between May 27 and May 30.
16. Permission for overnight camping at the Teton County Fairgrounds for the Mountain Man Rendezvous from Wednesday, May 18 until Tuesday, May 31.
17. A malt beverage permit on Saturday, May 28 from 11:00 A.M. to 5:00 P.M. for Old West Days and Sunday, May 29 from 11:00 A.M. to 3:00 PM for the Chili Cookoff. (Specifically on Deloney Street for BrewFest and the Street Dance and on Center Street and Deloney for the Chili Cookoff).
18. Permission to display A-Frame signs at the fairgrounds and Bubbas as well as a 3 x 8 foot banner on the Old West Days tent and signs on the 10 x 10 tents within the event site per the attached sign permit application. The applicant will also display onsite banners within the tent on Deloney Street.
19. An expo application will be submitted to Town staff for the Mountain Man Rendezvous and the Elk Fest.
20. Permission to have food vendors on Center Street (between Broadway and Deloney) and Deloney Avenue (between Cache and Center) on Saturday, May 28 and Sunday, May 29.
21. Permission for open alcohol containers in defined areas on Center Street (between Broadway and Deloney) and Deloney Avenue (between Cache and Center) on Thursday, May 26, Saturday, May 28, and Sunday, May 29. Individuals with beer would not be permitted in George Washington Memorial Park. There will be hired JH Security

personnel stationed at each potential exit. Ordinance 6.40.050 (B) prohibits open containers and the consumption of alcohol on any street, sidewalk or curb or any other public property.

22. Permission for three parking spaces reserved on Center Street for handicap parking just north of Orsetto's driveway from May 21 to May 22 and again from May 26 to May 30.
23. The reservation and use of all the parking spaces on Broadway on the south side of the Town Square to accommodate the Rocky Mountain Elk Foundation trailer and spaces for unloading beginning Friday, May 20, 2022 at 4:00 P.M.
24. Three parking spaces reserved on the NE corner of Broadway and Center intersection for service vehicles and unloading equipment (extending parking 3 spaces across Center Street) from May 20 through May 22.
25. Five parking spaces reserved on the west side of Center Street in the middle of the block for the setup of the community bandstand, service trailer and tent beginning Friday, May 20, 2022 at 4:00 P.M. In the past "No Parking" signs were posted on the west side of Center Street.
26. Police Department services request to tow cars by 4:30 A.M. on Saturday, May 21, 2022 and Saturday, May 28, 2022.
27. Permission to use Town barricade and road signs. The applicant will be responsible for the pick-up, set up, removal and return of all barricades and road signs from the Public Works Department. The applicant shall coordinate all barricade and signage needs with the Public Works Department at least three (3) business days prior to the event.

Analysis.

The plans submitted by the applicant has been reviewed by all Town Departments. In addition the applicant is working with the Teton County Health Department in efforts to mitigate the spread of COVID-19 with recommendations and guidelines presented by the CDC. If the public health orders were to change prior to or during the Old West Day events, the applicant would need to abide by all current health orders.

Possible Alternatives.

- Approve the request with modifications
- Deny the request
- Other

Comprehensive Plan & Priority Alignment.

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

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

The Town of Jackson has traditionally served as the cultural, social and civic hub for Teton County and the region. Maintaining and improving public spaces will support Jackson as the community's central Complete Neighborhood, a gateway to the nation's parks and forests, and the regional center for tourism, the arts and employment. The enhancement of natural features such as Karns Meadows, Flat Creek and Cache Creek corridors will further contribute to Jackson's role as the central Complete Neighborhood.

Policy 4.4.a: Maintain and improve public spaces

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

Fiscal Impact.

Direct income includes income from the Exposition Business Licenses, Malt Beverage Permits, Catering Permits, and Special Event Permit (approximately \$3,000). Police Department incurs a fiscal impact of approximately \$1,500 associated with enforcing parking and patrolling the event. The Citizens Mounted Unit handles most of the event and saves the Town a significant dollar amount.

Staff Impact.

- processing catering permits, malt beverage and exposition permits (approximately 1 hour),
- securing town equipment from Public Works (approximately 30 minutes),
- departmental review of application (approximately 3 hours of total staff time),
- pre-event meetings with the applicant (approximately 4 hours of total staff time),
- preparation of staff report (approximately 2 hours),
- follow-up actions (approximately 2 hours),
- On duty Police Officers for possible towing of cars and being a general presence at the event (approximately 15 hours).
- Public Works staff assisting with barricades, road signs and road closures (approximately 8 hours)
- Parks and Recreation providing bleachers and access to electricity (approximately 2 hours)

In total approximately 30.5 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

Staff recommends the approval of the special event permit application subject to the following conditions and restrictions:

1. The applicant will adhere to all federal, state or local health orders in place at the start of the concert.
2. The applicant will work with the Teton County Health Department in efforts to implement practices that help mitigate the potential spread of COVID-19.
3. The applicant shall clean up immediately after the event and shall be responsible for the removal of all refuse and recycled material generated by the event.
4. All town ordinances, including noise and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.
5. The applicant shall advise and instruct all participants on the conditions, restrictions, prohibitions and responsibilities imposed on this event and assist in their enforcement.
6. The applicant shall conduct all activities in a responsible, professional and timely manner.
7. The applicant shall notify, in advance, all business affected by the street closures and shall provide advance community radio and/or newspaper announcements regarding the event, the street closures, and the promotion of free parking in area public parking lots.
8. The applicant shall not block the store fronts of businesses with service vehicles or trailers for longer than one hour.

9. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
10. The applicant shall obtain an Exposition License for the Town of Jackson covering the days of the events. Social security numbers for all vendors shall be provided to the Finance Department at least 10 days prior to the event.
11. Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition. [and] e. Acquire and keep on file names, addresses and phone numbers of all participants.
12. The applicant shall obtain the necessary food service permits from Teton County Environmental Health.
13. The applicant shall apply and pay for 24 alcohol permits prior to the events.
14. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. An ID bracelet system shall be utilized and all ID's checked.
15. Only 16oz or smaller plastic cups (or other 16oz cups pre-approved by the Town) are to be used for beer sales.
16. No more than two beers will be sold to any one person at one time.
17. The applicant shall report any incidents of underage drinking or potential over consumption of alcohol to the Police.
18. The applicant will post *no alcohol consumption beyond this point* signs at exit points which will be staffed by personnel to monitor participants ensuring that open alcohol does not leave the approved area.
19. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
20. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43)
21. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).
22. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2)
23. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
24. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
25. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
26. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7).
27. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
28. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
29. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

30. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
31. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website.
32. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).
33. The applicant shall coordinate the use of the Town Square, including paperwork and applicable fees, with the Parks and Recreation Department.
34. The applicant is required to provide turf protection in front of and behind any table or other exhibit on Town Square where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.
35. The applicant shall coordinate the use of electricity with the Parks Manager at least three (3) business days prior to the event.
36. The use of the Parks & Recreation Department bleachers shall be coordinated through that department
37. No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits or booths may be secured to any live forestry.
38. Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.
39. No exhibits, tables, chairs, or other equipment shall be placed on walkways as to obstruct pedestrian traffic.
40. Attaching signage of any kind to the antler arches or town square fences is prohibited.
41. Any power cords that cross walkways shall be taped and secured as to avoid a tripping hazard.
42. Light post banners shall be coordinated through the Chamber of Commerce and the Town of Jackson Public Works Department.
43. The applicant must receive permission from the Town Council to display signs within the Town of Jackson before or during their event.
44. The applicant shall be responsible for the production, posting and removal of the no parking signage. The applicant will work with the Jackson Hole Police Department who will be responsible for removal or towing vehicles parked in designated no parking spaces.
45. The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during the event.
46. Barricades and Road Closed signs are available from the Public Works Department. The applicant shall coordinate all barricade and signage needs with the Public Works Department at least three (3) business days prior to the event.
47. All town ordinances, including noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.
48. The Nightly Shootout Gang is prohibited from entering any bars while in possession of a gun used for the performance.
49. All guns used for the Shootout shall be turned in within fifteen minutes of the end of the performance.
50. All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Board.

51. Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.
52. Anyone camping at the Rodeo Grounds shall not have campfires or open fires during the event.
53. Any additional conditions as directed by the Town Council.

Attachments or Links.

Special Event Application
Schedule of Events
Requests of Equipment and Services
Event Layout Maps
Letter to Area Businesses
Temporary Sign Permit Application
Insurance

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

I move to approve the application made by the Jackson Hole Chamber of Commerce for the annual Elk Fest and Old West Days Celebration between the dates of May 20 and May 30, 2022 subject to the conditions and restrictions included in the staff report.



OLD WEST DAYS

Jackson Hole, Wyoming

March 21, 2022

To the Honorable Mayor and Town Council,

The Jackson Hole Chamber of Commerce and the Old West Days Steering Committee is requesting permits for the use of the following areas during the Annual Old West Days Celebration, May 20 through 30, 2022.

An outline of events and Town Council permits / requests is included below.

Schedule of events including setup & takedown:

- Friday, May 20 – Monday, May 30: Mountain Man Rendezvous. This event will take place at the Teton County Fair Grounds. Request for an extended temporary exemption of camping restrictions on the fair grounds from Wednesday, May 18 through Tuesday, May 31.
- Friday, May 20 starting at 5 pm: Teton Powwow Showcase. This is a private event hosted at The Center for the Arts.
- Saturday, May 21 from 7 am – 1 pm: Elkfest Private Sales and the BSA Elkfest Antler Auction. This event will take place on Center St. and Deloney Ave. along Town Square. Setup will begin at 6 am on Saturday, May 21, and cleanup will end at 3 pm on Saturday, May 21 (with the exception of a few items requested to remain near Town Square overnight).
- Saturday, May 21 from 12 – 7 pm: Teton Powwow. This event has requested a separate permit.
- Sunday, May 22 from 12 – 4 pm: High Noon Chili Cookoff & Cowboy Church. This event will take place on Center St. and Deloney Ave. along Town Square. Setup will begin at 10 am on Sunday, May 22, and cleanup will end at 5 pm on Sunday, May 22.
- Wednesday, May 25 from 3-7 pm: Ranch Tour. This is a **new OWD event**, and some final details are still being put into place. We anticipate this tour taking place at two ranches in town, then dinner taking place at the Hereford Ranch main lawn. Requirements will be arranged directly with the ranches.
- Thursday, May 26 from 5-7 pm: Chamber's 75th Anniversary Chamber Mixer. This is a **new, one-time event** to celebrate the Chamber's 75th year serving the business community. We would like this event to take place on Town Square, with temporary use of Deloney Ave. so as to not allow alcohol inside Town Square. Setup would begin at 3 pm on Thursday, May 26, and cleanup would end at 7 pm on Thursday, May 26.
- Thursday, May 26 from 7-10 pm: Cowboy Kick-Off at The Million Dollar Cowboy Bar. Concert inside private business, no requirements from the Town.
- Friday, May 27 from 6-7 pm: Jackson Hole Shootout Gang kicks off their 65th season with a dress rehearsal. Taking place on the corner of Deloney and Center, this event will occur nightly (except Sundays) from Friday, May 27 – Monday, September 5. A separate event permit will be submitted for this event.
- Please note, we **are not planning** an Old West Days Parade this year. Instead, we will have heritage events and family friendly activities on Town Square all day on Saturday, May 28.
- Saturday, May 28 from 10 am – 5 pm: Old Town Family Activities. This event will take place on Center St. between Deloney and Broadway. Setup will begin at 6 am on Saturday, May 28, and cleanup will end 6 pm on Saturday, May 28 (with the exception of a few items requested to be left near Town square overnight).



OLD WEST DAYS

Jackson Hole, Wyoming

- Saturday, May 28: Old West Brewfest. This event will take place on Deloney Ave. between Cache and Center. Setup will begin Friday, May 27, at 12 pm and cleanup will end Monday, May 30 at 12 pm.
- Sunday, May 29 from 10 am – 2 pm: Cowboy Church. This event will take place on Deloney Ave. between Cache and Center. Existing setup is requested to remain from Saturdays' Old West Brewfest.
- Sunday, May 29 from 4 – 10 pm: Million Dollar Music Fest. This event has requested a separate permit.
- Monday, May 30: Memorial Day Ceremony by the Jackson American Legion Post. This will take place inside Town Square with minimal impact.

Event Layout:

Event diagrams are included below.

Street & Parking Closures:

Street closures outlined in permit request. Parking would also be closed on the closed streets. The Chamber will provide and post the no parking signs 72 hours before closure. The Chamber would handle closing the streets near Town Square using rented street barricades from Public Works.

Business Notification:

Letter notification to businesses provided below.

Town Equipment Requests:

Additional rental – bleachers. The Chamber will contact Parks & Rec about the rental of bleachers for Elkfest on Saturday, May 21.

The Chamber would like to rent the 4 large street barricades beginning on Friday, May 20 and returning Tuesday, May 31.

Town Services Requested:

Very little should be required of Town Services for this festival. However, a general understanding of the events and timing will be provided to Police Department, Public Works, Parks & Rec., Fire/EMS, and START so any preparations can be made.

Amplified Sound:

- Saturday, May 21: Free concert by the Jackson Hole Community Band, 9-10 am on Town Square. Amplified sound for the BSA Elk Antler Auction, 9am – 1pm on Town Square.
- Sunday, May 22: Live music by local bluegrass/country band (TBD), 12-4 pm on Town Square.
- Thursday, May 26: Amplified sound for announcements and video, 5-7 pm on Town Square.
- Friday, May 27: Amplified sound for the Jackson Hole Shootout, 6-7 pm on Town Square.
- Saturday, May 28: Live music by local bluegrass / country band (TBD), 12-4 pm on Town Square.
- Sunday, May 29: Live music by local bluegrass / country band (TBD), 10am – 2pm on Town Square.
- Sunday, May 29: Million Dollar Music Fest (separate application).
- Monday, May 30: Amplified sound for Memorial Day Celebration. 10am on Town Square.

Sign Permit:

Included below.



OLD WEST DAYS

Jackson Hole, Wyoming

Insurance:

Included separately.

Portable Restrooms:

The Chamber would like to request permission to place 9 regular port-a-pots and 1 ADA port-a-pot on the corner of Deloney and Center from May 20-23 and May 27-30. The facilities will be cleaned nightly, but we ask that they remain placed there over the weekend. This will not close any roads and just block one parking space.

Malt Beverage Permit:

Submitted separately.

On behalf of the Jackson Hole Chamber of Commerce and the Old West Days committee, thank you for time and consideration of our requests. I plan on attending the Town Council meeting should there be any questions.

Sincerely,

Britney Magleby
Director of Events



OLD WEST DAYS

Jackson Hole, Wyoming

Diagrams:

Elkfest – May 21, 2022

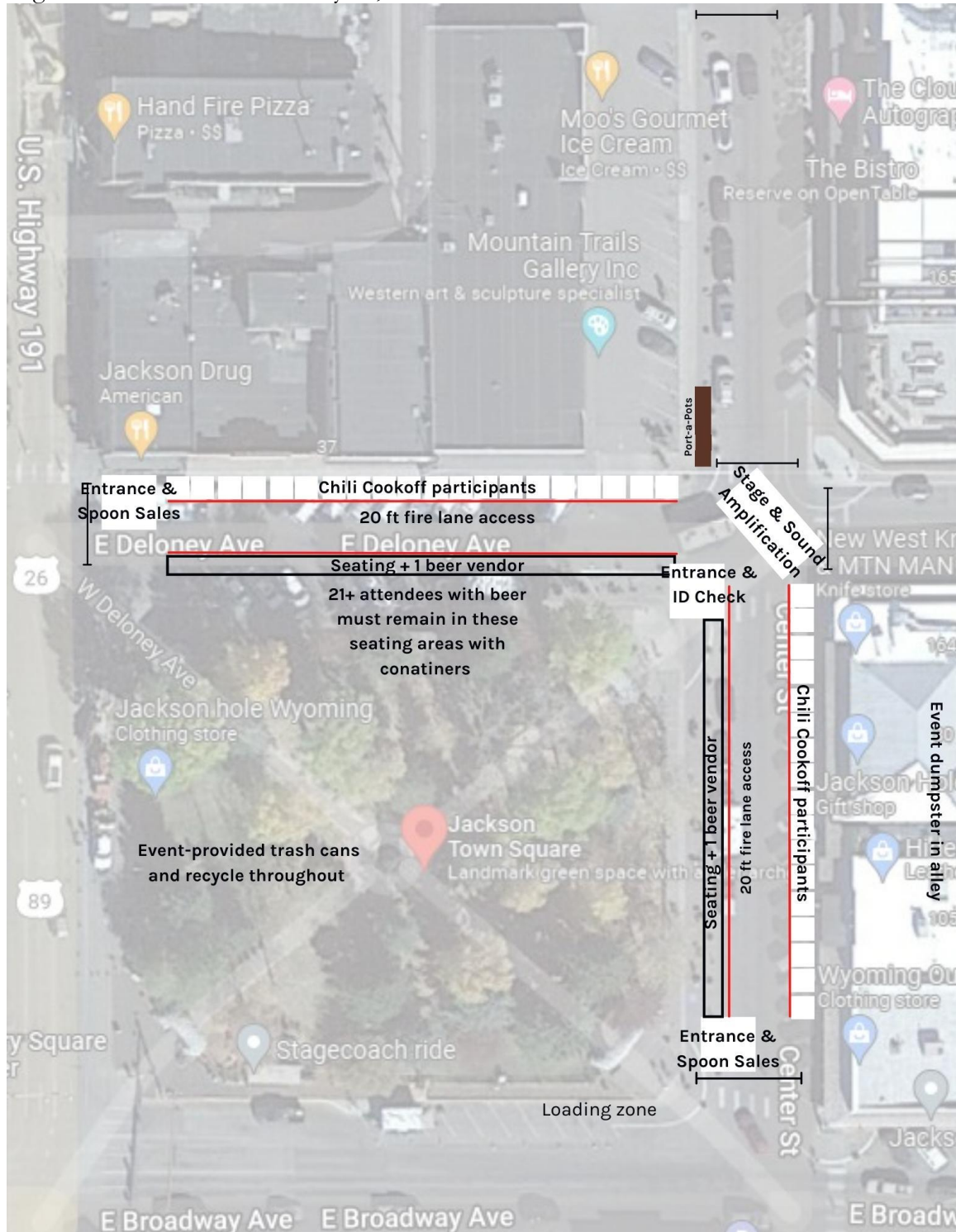




OLD WEST DAYS

Jackson Hole, Wyoming

High Noon Chili Cookoff – May 22, 2022

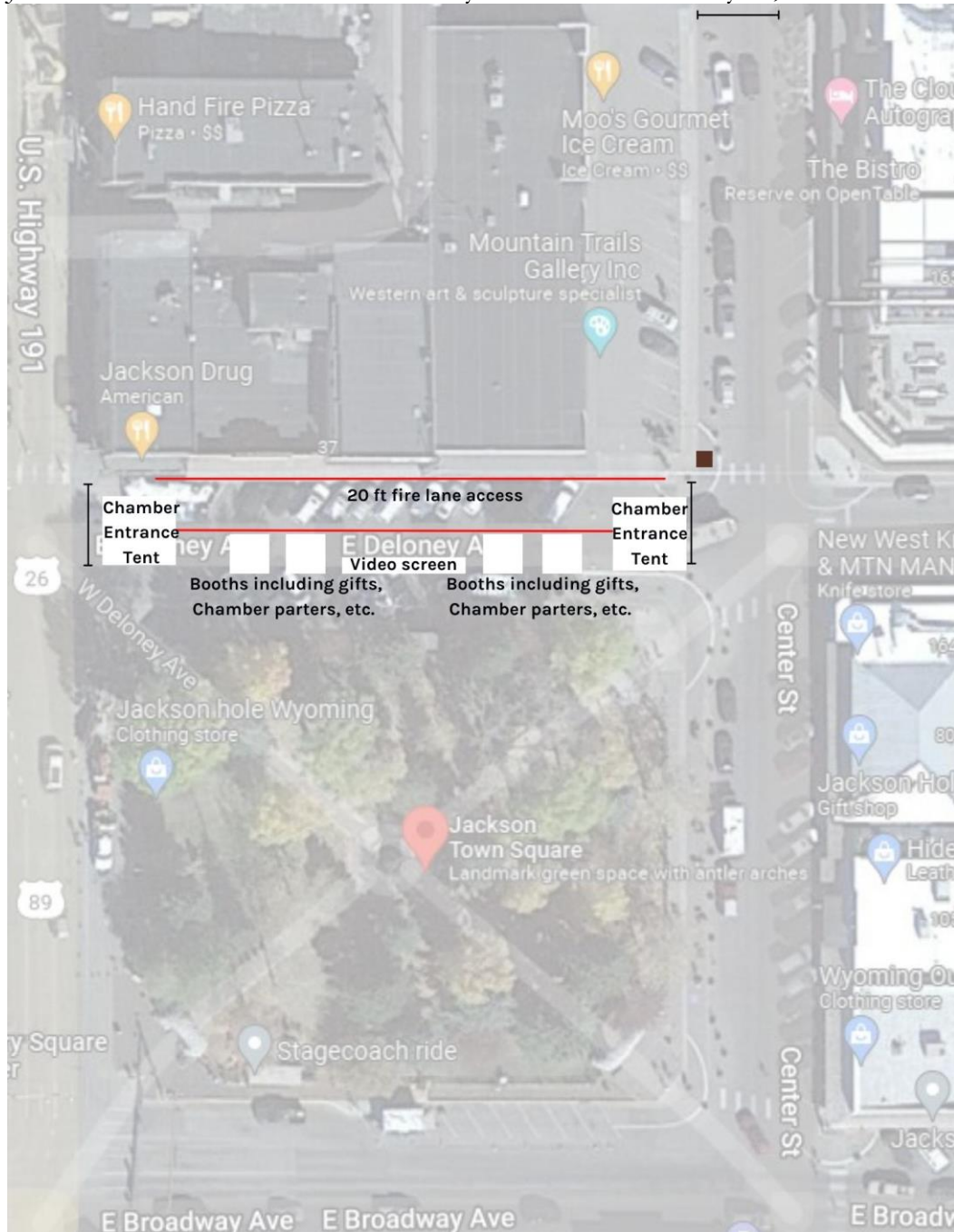




OLD WEST DAYS

Jackson Hole, Wyoming

Jackson Hole Chamber's 75th Anniversary Chamber Mixer – May 26, 2022

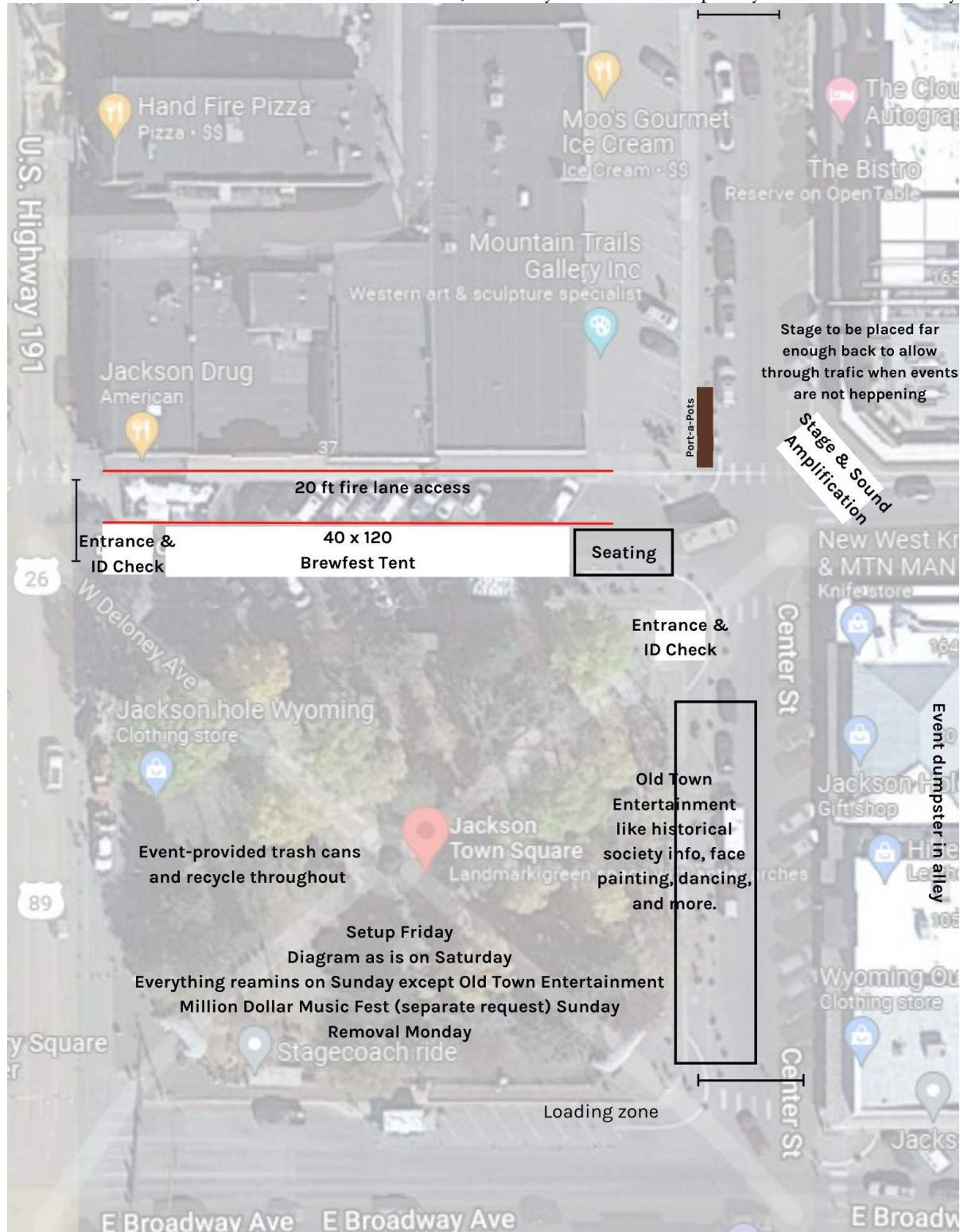




OLD WEST DAYS

Jackson Hole, Wyoming

Old West Brewfest, Old Town Entertainment, Cowboy Church – setup May 27 & removed May 30





OLD WEST DAYS

Jackson Hole, Wyoming

Letter to businesses:

Dear Town Square Businesses,

The annual ElkFest celebration will require the closing of Center Street from the driveway at Orsetto to Wyoming Outfitters and on Deloney from Jackson Hole Drug to the intersection of Center & Deloney. The closure will begin at 6am on Saturday, May 21st re-open at 4pm. Center Street will be closed the following day for the High Noon Chili Cook-Off beginning at 9am and re-opening at 5pm.

The annual Old West Day's celebration will require the closing of Center Street from New West Knife Works to Wyoming Outfitters and on Deloney from Jackson Hole Drug to the intersection of Center & Deloney. The closure will begin on Friday, May 27th at 12 pm and will re-open on Monday, May 30th at 8am. Deloney will remain closed throughout these dates, but Center will be open to traffic nightly at 5pm except on Sunday when it will reopen at 10pm.

Locals and visitors will enjoy a variety of activities, live music, and food on and around the Town Square including a BrewFest, kids activities in the Square, Cowboy Church and Million Dollar Music Fest.

We apologize for any inconvenience this may cause. If you have any questions, please feel free to call me at (307)733-3316 or via email at britney@jacksonholechamber.com.

Hope to see you out and about during the celebration,

Britney Magleby
Director of Special Events
Jackson Hole Chamber of Commerce



OLD WEST DAYS

Jackson Hole, Wyoming

Sign Permit:



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: Old West Days Physical Address of Event: 10 E Broadway

Description of Event: 10-day heritage and history festival

Grand Opening Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Jackson Hole Chambre of Commerce

Phone: (307)733-3316

E-mail: PO Box 550, Jackson, WY

ZIP: 83001

britney@jacksonholechamber.com

Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Town Square

Business/Description: Alberton's

Physical Address: 10 E Broadway

Physical Address: 260 Buffalo View

Dates of Display: 05/16/22 - 05/30/22

Dates of Display: 05/16/22 - 05/30/22

Consent from Owner Obtained? Yes ☒ No ☐

Consent from Owner Obtained? Yes ☒ No ☐

Business/Description: Stilson Parking Lot

Business/Description:

Physical Address:

Physical Address:

Dates of Display: 05/16/22

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

Britney Magleby

Applicant Name Printed

03/25/22

Date

Special Events Director

Title

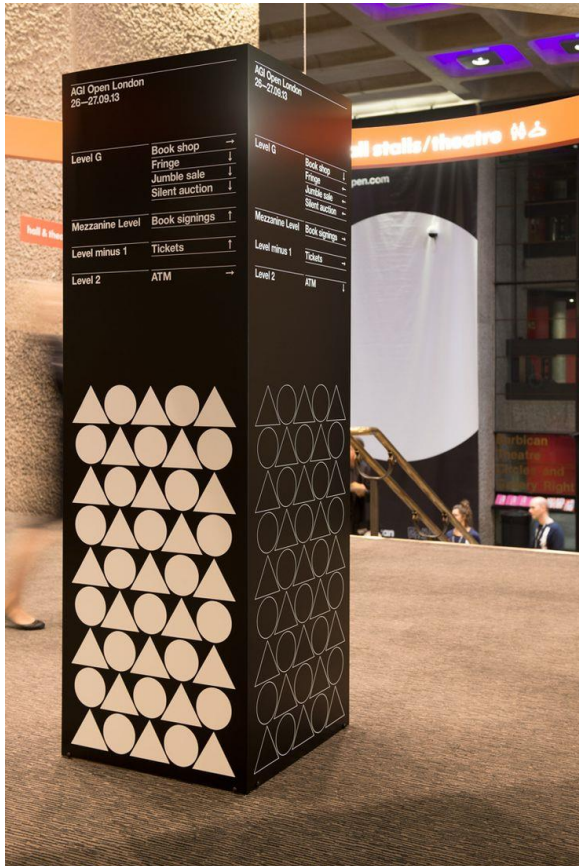


OLD WEST DAYS

Jackson Hole, Wyoming

Town Square Signage:

One 10x4 banner printed on fabric with grommets and hung with rope. Located at the fence near Stage Stop. Four three-sided standing signs (weighed down with tent weights) located at each corner of the Square. These will include the schedule of events, a map, info about Old West Days and Jackson, and sponsors. (example below)



Albertsons Signage:

One 6x10 banner printed on fabric with grommets and hung with rope. Located on the bank of Albertsons.

Stilson Signage:

One 6x4 banner printed on fabric with original grommets and hung with rope. Located at Stilson turn.

Please note that our designer is still working on our banners and signage, and we can send a draft of the completed works to you before printing. Coloring is blue and brown and style is very in-line with Jackson's "old west" branding.

Special Event Application

Submit Completed Document To:

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

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



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

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

APPLICANT INFORMATION

Name of Event: Old West Days

Name of Organization: Jackson Hole Chamber of Commerce

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

Mailing Address: PO Box 550

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Britney Magleby

Email Address: britney@jacksonholechamber.com

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

EVENT INFORMATION

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

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

10-day celebration of Jackson's history and heritage

Location of Event: Town Square, various locations Alternative Location: _____

Date(s) of Event: 05/20/22 - 05/30/22 Event Operating Hours: Outlined in

Event Set Up Begins Date: May 20, 2022 Time: Outlined in attachment

Event Clean Up Ends Date: May 30, 2022 Time: Outlined in attachment

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 1000 Total Event: 7500

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

Name: Anna Olson Cell Phone: (307)690-7669

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☒ Yes ☐ No

Area of Closure Request	Date(s)	Start Time	End Time
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Deloney Ave. & Center St. along the Square	May 21, 2022	6am	4pm
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Deloney Ave. & Center St. along the Square	May 22, 2022	9am	5pm
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Center St. along the Square	May 25, 2022	3pm	8pm
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Deloney Ave. & Center St. along the Square	May 27 - 30	3pm	8am
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Center St. will be open nightly at 5pm for the May 27 - 30 closure			
--	--	--	--

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

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

☒ Yes ☐ No

If "Yes", how many parking spaces will be unavailable due to the event: ~50 parking spaces

Will the event closure requests impact any START Bus routes?

☐ Yes ☒ No

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

Route Description: _____ START Bus contacted?

☐ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☒ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

General knowledge of the events, timing, and location plus towing assistance if needed

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☒ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

Electricity in the Square, including antler arches electric, turned on from May 20 - 22 and May

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____ General knowledge of the festival and individual events.

We will leave fire lanes and adhere to tent restrictions at all events.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: _____ Outlined in _____ Finish Time: _____ Outlined in _____

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☒ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

Total Number of Portable Toilets: 9 Number of ADA Accessible Portable Toilets: 1

If "No", please explain: _____

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

Restroom Company: Macy's

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

Date for Pick Up: Attached Time for Pick Up: Attached

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event:

Private antler sales for Elkfest. Event entry and tickets for other events.

Will any food or beverages be sold at your event?

☒ Yes

☐ No

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

TRASH REMOVAL PLAN

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

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

☒ Yes

☐ No

If "Yes", which company will you be using? West Bank Sanitation

How many trash receptacles will be supplied for your event? 8 roll-aways, 1 dumpster

When will the trash receptacles be delivered? May 20 & May 27

When will the trash receptacles be picked up and removed from site? May 23 & May 30

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

Roll-aways will be placed on the Square at key areas of events for attendee and vendor trash. Roll-away trash will be placed in the event dumpster in the alley behind New Wet Knife Works nightly.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

How many recycling receptacles will they (or you) supply for your event? 4

When will these recycling receptacles be delivered? May 22 & May 27

When will recycling receptacles be picked up and removed from site? May 22 & May 27

Describe your plan for collection and removal of recyclable materials during your special event:
Four recycling bins will be available during the High Noon Chili Cookoff and Old West Brewfest (the events that generate the most recyclable waste. These bins will be removed after those events and appropriately recycled.

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes

☐ No

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

The only change to the first weekend (Elkfest weekend) is the addition of live music by a local band on Sunday, May 22 (during the Chili Cookoff) that will require a stage in the intersection of Deloney and Center.

We have added a Ranch Tour on Wednesday, May 25 at various ranches in the area. This will have little to no impact to Town resources & infrastructure.

We have added new, one-time event: The Jackson Hole Chamber of Commerce's 75th Anniversary Chamber Mixer. This will be a Chamber Mixer on Town Square and Deloney Ave (to keep alcohol out of Town Square) to celebrate 75 years of the Chamber serving the community.

We would like to request to leave the big tent (on Deloney Ave) and a stage (on the corner of Deloney and Center) overnight from setup on Friday, May 27, at 3pm until removal on Monday, May 30, at 8am. This would require the closure of Deloney Ave along the Square for that entire time period, but Center would open nightly around 5 pm.

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: BM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: 
Signature

APPLICANT: Britney Magleby
Printed Name

DATE: 03/25/2022

TITLE: Director of Events



JACKHOL-31

JORR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2021

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

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

PRODUCER License # 6024 HUB International Mountain States Limited 1315 S Highway 89 Suite 103 Jackson, WY 83001	CONTACT NAME: Jessica Orr PHONE (A/C, No, Ext): (307) 733-2464 FAX (A/C, No): (866) 246-1819 E-MAIL ADDRESS: jessica.orr@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Scottsdale Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Jackson Hole Chamber of Commerce PO Box 550 Jackson, WY 83001	NAIC # 41297

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		CPS7393997	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Town of Jackson PO Box 1687 Jackson, WY 83001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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STAFF REPORT



Meeting Date:	April 18, 2022	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Capital Funds Request for Summit Connector Chair Placemaking Project	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to request Public Art capital funds to assist in the design, construction, and installation of the Summit Connector Chair Placemaking Project.

Requested Action.

Staff is requesting Council approval to expense Public Art funds in the FY22 Budget to assist in the design, construction, and installation of the Summit Connector Chair Placemaking Project.

Recommendations.

Staff recommends approval for use of Public Art capital funds to assist in the design, construction, and installation of the Summit Connector Chair Placemaking Project.

Background.

This placemaking project is a public/private partnership that will enhance downtown Jackson, the Cache Street corridor, and provide for preservation of Snow King Mountain Resort heritage. This partnership will use Snow King Mountain's historic and beloved double chairs (which were donated on behalf of Snow King Mountain Resort to the Town of Jackson) from the Summit Chairlift to visually connect Snow King Mountain with downtown core of Jackson via the Cache Street corridor.

Council last discussed this item on the July 19, 2021, Regular Council meeting. The purpose of that presentation was to seek Council approval for a Wyoming Business Council (WBC) Community Enhancement grant application for the Summit Connector Chair Placemaking Project that intends to use donated Snow King Mountain Resort ski lift chairs. Though the project team was unsuccessful in obtaining the WBC grant, the project is continually moving forward with private.

The project consists of the installation of 12 reused Snow King ski chairs that will be located at various places along the Cache Street corridor, with most of the chairs being located within the downtown core. Each chair will come with a plaque that will recognize businesses who have sponsored the project and will further include a historical image and narrative telling different stories about the history of Snow King Mountain and the history of skiing in Wyoming. Jackson Hole Public Art (JHPA) will be the project lead with Town Public Works staff assisting in project management. Next steps for this project will include confirming utilities in each location prior to construction, finalizing easements between JHPA and landowners, cleaning/painting each chair, and finally, installing each chair within the Cache Street corridor. The timeline for completion is by fall of 2022.

Analysis.

This project has received significant community support and is being produced with the assistance of many community organizations and businesses. It brings history, culture, and community together in one placemaking project that celebrates local heritage, invites outdoor activities, and provides places for our community to meet and connect. The installations will also add valuable seating along a busy town corridor.

The professional preparation and powder coating will preserve and protect the chairs and ensure a long lasting and easy to maintain project. The historical information plaques offer a free and accessible museum quality experience. This project benefits residents and visitors.

The following businesses have contributed:

Title sponsors \$10,000+

Snow King Mountain
Town of Jackson
Bank of JH
Snow King Resort Master Association (SKRMA)
Community Foundation of Jackson Hole
Newton Foundation

Project Partners and Sponsors in-Kind value \$5,000

Jorgensen Engineering
Nelson Engineering
Chamber of Commerce
JH Public Art
Jackson Hole History Museum
Westwood Curtis Construction
Premier Powder Coating and Custom Fabrication

\$2,500 level sponsors

Wort Hotel	The Liquor Store
Made JH	The Lexington at JH
Snow King Resort Hotel	Northworks Architects and Planners
JH Jewelry	Guild Mortgage
Gallery Wild	Two Ocean Builders
JH Wildlife Safaris	Two Ocean Trust
Lee's Tees	Pinky G's Pizzeria
Town Square Inns	CN Engineers
Kudar Motel	Bank of Jackson Hole (Title Sponsor)
High Country Outfitters	Stio
Anvil	Berkshire Hathaway
Haagen Dazs	Hotel Jackson

Possible Alternatives.

Possible alternatives for this item are:

1. To deny the use of the Public Art capital funds for this project
2. To allow for portion of the Public Art funds to be used for this project
3. Other

Comprehensive Plan & Priority Alignment.

- Policy 3.3.e: Promote quality spaces in Complete Neighborhoods

- Policy 4.2.c: Create vibrant walkable mixed-use Subareas
- Policy 4.2.e: Protect the image and function of the Town Square
- Policy 4.4.a: Maintain and improve public spaces
- Policy 4.4.b: Enhance Jackson gateways

Fiscal Impact.

Fiscal impact for this item includes, if approved by Council, appropriating the entire FY22 Public Art Capital Budget towards the installation and construction of the Summit Connector Chair Placemaking Project in the amount of \$45,000. The current budget for the project is estimated at \$190,824. If Council approves this appropriation, the total funds raised to date is estimated at \$171,500, which includes secured grant funding, pending grant funding (if approved), and private sponsorship funding. There is also “in-kind” donations made by many professional organizations for professional services (engineering, fabrication, design, etc.) that total \$61,000.

Staff Impact.

Staff impact for this item included preparation of the staff report for Council consideration.

Attachments or Links.

- July 19, 2021, Staff Report (for reference)

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

I move to approve the use of the FY22 Public Art Capital Funds, in the amount of \$45,000, towards design, construction, and installation of the Summit Connector Chair Placemaking Project.

STAFF REPORT



Meeting Date:	July 19, 2021	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Grant Application for Summit Connector Chair Placemaking Project	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council conduct a public hearing, review, and approve a Wyoming Business Council (WBC) Community Enhancement grant application for the Summit Connector Chair Placemaking Project using donated Snow King Mountain Resort ski lift chairs. The public hearing will be conducted under action items on the agenda and an accompanying resolution is listed later in the agenda. The purpose of this placemaking project is to:

1. Inspire economic development
2. Beautify public space and generate creative placemaking through history and art
3. Visually connect Town Square to Snow King Mountain Resort
4. Increase vitality in the Downtown Core through public/private partnerships

Requested Action.

Staff requests Council conduct a public hearing and approve the WBC Community Enhancement grant application for the Summit Connector Chair Placemaking Project using donated Snow King Mountain Resort ski lift chairs.

Recommendations.

Staff recommends approval of the submittal of a WBC Community Enhancement grant application for the Summit Connector Chair Placemaking Project using donated Snow King Mountain Resort ski lift chairs.

Background.

This placemaking project is a public/private partnership that will enhance downtown Jackson, the Cache Street corridor, and provide for preservation of Snow King Mountain Resort heritage. This partnership will use Snow King Mountain's historic and beloved double chairs (which were donated on behalf of Snow King Mountain Resort to the Town of Jackson) from the Summit Chairlift to visually connect Snow King Mountain with downtown core of Jackson via the Cache Street corridor.

In alignment with the Town/County Comprehensive Plan, this proposed placemaking project will meet many of Comprehensive Plan's core values by combining historic preservation with vibrant walkable areas. This project proposes to invest in downtown connectivity, recreation, and historic landmarks, which is seen as a critical strategy for a town that relies on destination tourism as its economic driver.

This public art and recreation installation will use up to 30 original chairs donated from the Snow King Summit Chair (which was removed in the summer of 2021) in various locations and formats between the Town Square and the base of the Snow King Mountain Resort. The ski lift chairs would be curated as "one" public art installation that will drive visitors to experience all the separately installed chairs. Some ski lift chairs will be installed as swings, fixed chairs, and/or in groups of chairs. This installation will incorporate visual connectivity and interpretive signage to capture the historical significance of the chairs, which will showcase the 75 plus year history of Snow King Mountain and the development of skiing in Jackson as a year-round mountain destination. The project will use a historic preservation and public art to create a sense of interaction with each user.

Analysis.

This project, of which the Town of Jackson is the applicant, would help the WBC achieve its goals by specifically activating new economic sectors, while adding value to the Town's core industries (tourism). The proposed installation

would add value to Downtown Jackson, Cache Street, and Snow King Mountain Resort by connecting them with an innovative historic art installation that includes up to 30 chairlift chairs in various executions, including swings, chairs and gathering areas.

The core industry of tourism and outdoor recreation was identified as a key to this project. Using key tourism assets to build new attractions that broaden historic appeal will showcase the Town of Jackson's commitment to western ski heritage.

This proposal supports local economic development and aligns public/private partnerships together for the benefit of the community. To that end, the project team will use local organizations (contractors, engineers, artists) and our public/private partners to ensure the project is delivered 100% locally. Using the resources donated by Snow King Mountain Resort, the expertise of JH Public Art, the representation of the Chamber of Commerce, the expertise of Public Work, and the partnership with local businesses further illustrates how our community is taking advantage of this unique opportunity.

Alternatives (Optional).

Comprehensive Plan & Priority Alignment.

2.1: Snow King Resort

This TRANSITIONAL Subarea is currently subject to the Snow King Resort Master Plan. The plan seeks to create a vibrant mixed use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and serves as a permeable border between the Town and Snow King Mountain. The resort has long been an integral part of the community, playing the role of the "Town Hill", providing a host of winter and summer recreational amenities.

In the future, the subarea will complement Downtown (Subarea 2.3) lodging and tourist amenities. Lodging will be provided in a variety of types and forms from hotel rooms to condominiums, to support the local tourism-based economy. The size and scale of structures will often be larger than those typically allowed in other subareas of Town, as resorts typically require a larger critical mass necessary to support visitor functions. Though buildings will tend to be larger than in other districts, the subarea will maintain an abundance of open space in relation to the built environment as a key to a successful resort experience.

Consistent with the master plan, Snow King Avenue will be developed into a mixed-use corridor that includes a variety of commercial uses while still serving as a major transportation corridor in the community. Along with this it will be important to create a more visible and attractive base area along Snow King Avenue to attract residents and visitors to the many amenities and recreational opportunities found there.

2.2: Snow King and South Cache Corridors

This TRANSITIONAL Subarea is envisioned as a pedestrian-oriented mixed-use corridor comprised of mixed use and/or multifamily residential structures. The goal of the corridor will be to provide an attractive pedestrian link between Snow King Resort (Subarea 2.1) and Downtown (Subarea 2.3). The corridor is anchored by the Center for the Arts, the community hub for cultural events and activities and other public spaces, including the Center for the Arts Park, Phil Baux Park and the Snow King base area.

The goal of this subarea will be to provide an attractive pedestrian link between Downtown, Snow King, and the many under-utilized public spaces in the area. To achieve this, ground-level uses should add vitality and street life that support the Center for the Arts and attract residents and visitors to the subarea. Upper floors should provide residential uses, designed to promote workforce housing. Buildings should be two stories in height and front the street. Care and attention will be necessary to ensure a successful integration between this mixed-use subarea and the adjacent Core

Residential (Subarea 3.2). Particular attention will need to be given to the location of buildings, parking, types of uses, and intensity of uses to ensure a successful transition.

Additional Areas of Alignment with the Comprehensive Plan

- Policy 3.3.e: Promote quality spaces in Complete Neighborhoods
- Policy 4.2.c: Create vibrant walkable mixed-use Subareas
- Policy 4.2.e: Protect the image and function of the Town Square
- Policy 4.4.a: Maintain and improve public spaces
- Policy 4.4.b: Enhance Jackson gateways

Fiscal Impact.

There is no cost to apply for the grant, other than the required staff time to coordinate and submit the application and (if awarded) administering use of the funds and compliance with terms of the grant. Further costs related to design, engineering, and construction have been estimated to support the terms of the grant application, with final costs for the complete project yet to be determined. Once the desired locations are finalized, a more detail cost of the project will be estimated.

For the WBC grant award, there is a required 20% match which must have 10% received in cash. Additional funding will come from Town public art funds and other placemaking grants and/or any additional grant funding/sponsorship from private entities.

Staff Impact.

Staff impact for this item included two meetings (3 hours) with the Chamber of Commerce, JH Public Art, and Snow King Mountain Resort. Additional time (2 hours) was also spent creating the Resolution 21-23, notice of a public hearing, and participation with JH Public Art walking the Cache Street Corridor to ascertain potential installation locations. If the project is ultimately approved, Public Works staff will spend roughly 20 hours assisting in the design and construction.

Attachments or Links.

- WBC Grant Application
- Map of Potential Installation Locations
- Estimated Cash Flow Analysis
- Example Ski Lift Chair Placemaking Project Image

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

I move to approve the submittal of the Wyoming Business Council Community Enhancement grant application to help fund the Summit Connector Chair Placemaking Project and authorize the Mayor and/or the Town Administrator to execute any require grant documents on behalf of this project.

SECTION I: COVER SHEET

1. PROJECT TITLE: Summit Connector Chair Placemaking Project

2. APPLICANT INFORMATION

Applicant (City, Town, County, JPB, Tribe): Town of Jackson
Responsible Elected Official: Mayor Hailey Morton Levinson
Mailing Address: Po Box 1687, Jackson, WY 83001

PROJECT REPORTING CONTACT

Local Contact: Johnny Ziem
Position: Assistant Public Works Director
Mailing Address: PO Box 1687, Jackson, WY 83001

Phone: 307 733 3079 ext. 1402

Email: jziem@jacksonwy.gov

3. PROJECT ADMINISTRATION CONTACT

Organization Name: Town of Jackson
Contact Person: Larry Pardee
Mailing Address: PO Box 1687, Jackson, WY 83001
Phone: 307 734 3480
Email: lpardee@jacksonwy.gov

4. TYPE OF PROJECT *Briefly describe applicable project type.*

Infrastructure Type

Brief Description

- ☐ Transportation Infrastructure
- ☐ Building
- ☐ Water or Sewer
- ☐ Educational Development
- ☒ Other Infrastructure
- ☐ Data Center Utilities

5. PROJECT COSTS Indicate minimum necessary total public project infrastructure costs.

a. Amount of loan requested:	
b. Amount of grant requested:	\$100,000
c. Total match:	\$69,745
TOTAL Project Cost (a+b+c):	169,475

DECLARATION: I HERBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE WYOMING BUSINESS COUNCIL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Responsible (Elected) Official's Signature
and Date:

SECTION II: PROJECT INFORMATION

1. PROJECT DESCRIPTION. Provide a description of the proposed project including the potential impact on the community, duration of the project, potential jobs to be created or retained and the desired results.

A partnership to enhance Downtown Jackson, Cache Creek Corridor and preserve Snow King Mountain Resort Heritage

This public art and recreation installation will use up to 30 original chairs saved from Snow King Summit Chair (which was removed in Summer 2021) in various locations and formats along North and South Cache Street via the base of Snow King Resort to the summit of Snow King Mountain. The chairs would be curated as “one” public art installation that drives the public to want to experience all the separately installed chairs. Some will be installed as swings, fixed chairs or groups. The chair installation will incorporate visual connectivity and interpretive signs to capture the significance of the chairs, showcasing the 75 plus year history of Snow King, the development of skiing in Jackson as a year-round mountain destination and its continued relationship with Downtown Jackson business district. Each installation site will use a historic preservation plaque to showcase important historic stories created by a preservationist and establish a sense of wanting to interact with each site by the user.

2. PUBLIC BENEFITS. Describe the public benefits of the proposed project including the importance of the project to the community and how it promotes economic development. (Please consult the WBC Regional Director for information on conducting an economic impact study for a Business Committed Project, RPASS)

Tying Snow King Mtn Resort and Downtown via the Cache Corridor will allow for stronger economic activity as envisioned by leaders in our community. With the new multi-million investment in Snow King Mtn Resort it is critical that we honor the past while celebrating the new era of Snow King, that will open to the public in Summer of 2022. The installation will allow for a natural curiosity and “breadcrumb” experience between our two vibrant economic centers in Jackson that is currently lacking. The installation will use the historically significant chairs from the old lift to showcase the new story and experience at Snow King Mountain.

3. PROJECT GOALS AND OBJECTIVES. Describe the goals of the project and identify indicators or measures to be used to determine at the conclusion of the project if goals were achieved and if the project is a success. The performance measures should focus on solid, measurable actions related to the project. Examples of indicators may be the amount of money leveraged (from other public or private sources), number of self-sufficient jobs created, number of business-ready lots created, etc.

An Economic Development, Public Art and Historic Preservation Project that combines Snow King Resort, the Jackson Hole Chamber of Commerce, Jackson Hole Public Art, Town of Jackson, Jackson Hole Historical Society and the Jackson Hole Parks and Rec Dept. A robust private/public partnership that will use the historic and beloved double chairs from Summit Chairlift at Snow King Mountain to connect Snow King with Downtown Jackson via the Cache Creek Corridor.

In alignment with the joint Town and County approved Jackson Hole Comprehensive Plan this project goals are:

- 1. Creating year-round connectivity and vibrant walkable areas*
- 2. Historic Preservation*
- 3. Multi-Agency Cooperation public/private*
- 4. Innovative investment in tourism/ economic development*
- 5. Public Art installation with national recognition*

This project proposes investing in downtown connectivity, recreation and experiential landmarks, a critical strategy for a town that relies on destination tourism as its economic driver.

By tying Downtown Jackson to Snow King Mountain Resort via Cache Creek Corridor we are meeting the outlined goals of the approved Town and County Joint Comprehensive plan. We will honor the significance of the contribution by the original summit chair to the development of tourism in Teton County while recognizing the new investment of a new Gondola and infrastructure at Snow King to take us in to the future. (Extracts from the Comp Plan below clearly envision a place that this public art installation would thrive and drive new experience).

The Public Art Task Force proposes projects that directly support the community vision outlined in the Comprehensive, Transportation, and Housing Plans adopted by the community and reference criteria listed in the Town of Jackson Public Art Guidelines. Public art creates Community Character, and directly supports the quality design of public spaces. Public art programs like murals help revitalize run down spaces and bring pedestrian vitality to the downtown. Public art can enhance housing developments, add interest to pathways, and contribute to the creation of beautiful gateways -- all strategies called out in the Comprehensive Plan. Public art also follows a robust community engagement process, which increases community engagement in all capital projects where public art is included. Public art directly supports or is called for in the highlighted policies listed here.

Additional areas where the Comprehensive Plans support creative placemaking, beautification and public art.

The Comprehensive Plan calls for Gateways and Greenways in Policies 3.2.f, 4.4.a, 4.4b, 4.4.d. Quality public spaces that include the integration of design professionals and public art are called for in Policies: 3.2.e, 4.4.a, 4.4.b. Pedestrian amenities are called for in several policies including Policy 4.2.c. Specific policies that address public art in the Comprehensive Plan are listed below.

Policy 3.2.e: Promote quality public spaces in Complete Neighborhoods

Public spaces are the building blocks of vital Complete Neighborhoods. The Town and County will promote public spaces and civic facilities that are interesting, memorable, and reinforce the desired sense of community within Complete Neighborhoods.

Integrating fine arts professionals in the design of projects will be encouraged in order to

create unique and visually engaging public spaces—including sidewalks and walkways, parks, outdoor squares, landscaped areas and public art.

Policy 4.2.c: Create vibrant walkable mixed use Subareas

Complete streets that focus on alternative modes of transportation will be important to the enhancement of Town mixed use subareas. The primary objective in downtown Jackson will be to enhance pedestrian amenities and connectivity to support a vibrant and walkable downtown core. To achieve this goal, Town will encourage public gathering places in both public and private developments in the downtown area. Building design should complement the pedestrian experience with uses that engage people along sidewalks and streets. Public spaces within these subareas may take the form of parks, streetscape amenities and/or public/semi-public spaces provided by private property owners.

Policy 4.2.e: Protect the image and function of Town Square

Town Square is Jackson's major tourism draw and can be described as the "heart of the heart". As such, it is the area that evokes the greatest amount of sentiment and concern regarding architecture, scale and character. This area will be subject to the highest level of design standards, particularly for block faces on the Town Square. A variety of tools will be used to encourage and enhance pedestrian amenities to ensure this district remains the hub of the visitor experience and center of community life into the future.

Policy 4.4.a: Maintain and improve public spaces

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

Policy 4.4.b: Enhance Jackson gateways

The Town gateways play a special role in setting the community tone and atmosphere for the millions of guests that visit Jackson every year. Town will create a common vision for these areas, with an emphasis on bridges and waterway features. Town will work to improve visual appeal in the public realm and encourage aesthetic improvements on private property in gateway areas. Public art projects that reflect the community, environment and character of Jackson will be encouraged in order to provide unique and interesting gateway enhancements.

4. PROJECT NEED. Describe in sufficient detail the need for the project and why BRC funds are necessary.

With the new development at Snow King Mountain we have a one-time opportunity to request BRC funds and protect historic attributes while creating something new for the economy. We know

recreation is driven by art installation and return visitors are looking for increasingly new experiences that are authentic and innovative. The request for BRC funds is because we feel this opportunity reflects the Community Enhancement grant opportunity precisely. It allows a small community to come together with the human resources and expertise while requesting funding for investment purposes. The project partners combine all the “on the ground” needs and with additional funding we feel this will be a success.

Cultural attractions drive longer stays/higher economic spending.

BRC funds are sparking the public private partnership. This can set precedent for the future of the Jackson downtown.

5. FUNDING DENIAL. What are the repercussions if funding is denied?

The Snow King Chairs will be sold to private investors and the opportunity for public access, knowledge and heritage/cultural tourism creation will be lost.

6. FUNDING SOUGHT.

a. Have any other Federal, State or Private sources been pursued for this project?

(Check all that apply and fill in Additional Funding Table)

- ☐ Federal Grants (USDA, EDA, Etc.)
- ☐ State Land and Investment Board (Is your project on the Comprehensive Priority List for Clean Water or Drinking Water? If so, what rank?)
- ☐ Water Development Commission
- ☐ Department of Transportation (TEA Program)
- ☐ Wyoming Department of Health
- ☐ Other State Sources (Specify)
- ☒ Private Donations or Foundation Grants (Specify)
- ☐ Commercial Financing (Specify Bank)
- ☐ Other:

b. Please describe any successful, unsuccessful and pending awards.

ADDITIONAL FUNDING TABLE

Funding Description	Amount	Awarded	Denied	Pending	Anticipated Decision Date	Further Explanation

7. OWNERSHIP. Will the local government own the improvements funded by this program?

Yes ☒ No ☐

If "no," who will own the improvements? If the applicant is a joint powers board, attach a Certificate of Organization and an executed Joint Powers Agreement to the application. Certificate

of Incorporation is required if a Community or State Development Organization will carry out the project.

8. TIMELINE. Describe a realistic project timeline. If the project is to be phased, provide a separate timeline for future phases. **DO NOT EXPEND FUNDS BEFORE CONTRACT HAS BEEN FINALIZED.**

- a. *July 19 – Town Meeting, Public Hearing. Be Present*
- b. *Aug 1 – Final App to WBC Rep*
 - i. *Locations Confirmed/Pending spreadsheet – Carrie/Johnny/Ryan*
 - ii. *Sponsorship Confirmed/Pending spreadsheet – Carrie/Anna*
 - iii. *Visual representation of interpretive signage to be included, JHPA to mock up with partner logos including WBC*
- c. *Sept 1 – Final App to WBC Board Deadline*
- d. *Sept 30 – WBC hearing. Casper*
- e. *Mid Oct – SLIB Meeting – followed by AG approval and Town signature of contract.*
- f. *Mid Nov – start project – planning/fabrication.*
- g. *April/May – Installation*
- h. *Old West Days May 25-28 Opening Celebration*

Expected SLIB Award Date:

Expected Contract Routing final date (please allow 6-8 weeks from SLIB award):

Expected Construction Bid Award, if applicable:

Any other authorizations, permits, funding, or activities necessary prior to the commencement of the project:

Expected Property Transfer, if applicable:

Expected Construction closeout, if applicable:

9. READINESS. Will this project improve the community's readiness for future business development?

Yes ☒ No ☐

Explain: Explain: The location of the project is already creating a buzz, locations will add features to areas that currently have little or no attraction to spend time at. We will pick strategic locations to ensure maximum impact. Cooperation for the application has been strong, coordination between public and private land access has been discussed and already 20+ sites identified and considered. There is real excitement by businesses and partners in the project geographic outline that would like to be a partner. With the generous backing of the Town of Jackson, there is high degree of confidence this project can be completed in timeline outlined. This will provide newsworthy connection for the opening of Snow King Mtn Gondola to Downtown Jackson.

10. COMMUNITY ENHANCEMENT PROJECTS:

- a. How will this project improve the community's ability to attract and retain businesses?

Chair Sites will be popular and showcased on a walking map. The Comp plan envisioned a lively walkable corridor on Cache, this project will be the start of converting a regular street into something more in line with the plan: a connected experience.

b. Provide a priority listing of proposed community enhancement projects and sites related to economic development along with preliminary cost estimates;

N/A

11. DOWNTOWN DISTRICT. Is the project located in a downtown district? (If no, skip to Question 12)

Jackson does not have a Wyoming Main Street org, instead we have a vibrant Chamber of Commerce that works to support and enhance business across the Town and County. The JH Chamber has over 900 business members with a large majority located in the tourism economic center of Downtown Jackson. The JH Chamber is a founding partner on this project and will work diligently to include any business that wants to be involved either via sponsorship or participation/location ideas. They have also contributed human resources and experience to the application process.

a. Is the community a Wyoming Main Street Community? If yes, please provide reinvestment statistics regarding the district.

b. Does the community have any downtown specific organizations and how are they involved in this project?

c. Discuss the community's downtown development strategy. Does the community have a downtown master plan or is the downtown part of another plan? Attach the community's comprehensive downtown strategy and/or planning documents.

d. If the community has a downtown plan, what projects have already been implemented and how is it impacting the downtown (jobs, business retention/growth, etc)?

12. HISTORICAL or CULTURAL SIGNIFICANCE (if applicable). Provide a background on the historic or cultural significance of the project. Describe the extent to which the project will preserve or enhance the historic or cultural significance of the asset and/or community.

This project is driven by its historical and cultural significance. Snow King Mountain has been a driving economic force for Jackson Hole for over 75 years. The Summit Chair was its life-line and has created generations of skiers and snowboarders who have attended Olympics, US Nationals and other major global events. It has seen international ski teams train here early season, major snowmobiling events in early season, and community support all winter long. It has been the source of major community discussion for 5 years as it has moved through its master plan for resort and mountain experiences and has a strong vision for an economic future that will ensure

their survival. Sharing the key chairlift elements with our community and showcasing the historical significance of this small but mighty ski hill is a once in a lifetime opportunity for our town. As many small ski hills in the US (and Wyoming) struggle to keep the lights on, Snow King is a survivor and an economic example all of Wyoming should be proud of. Visitors across the globe need to understand the heritage of skiing and mountain life in small towns, and to learn via an experiential installation across town is an incredible way to achieve this. Generations of visitors and locals will be able to use the chairs, learn about our history and the cultural impact of skiing in America and recreating on public lands yearround.

13. PROCUREMENT/PREFERENCE/WYOMING SITES

a. Attach a Statement that the Applicant will follow State Procurement Standards Inclusive of W.S. § 15-1-113 and W.S. § 16-6-101, et seq.

b. Attach acknowledgement that the Wyoming Preference Act (Wyoming State Statute § 16-6-201 through 16-6-206) will be adhered to throughout the project. For additional information please contact the Wyoming Workforce Services Labor Standards Office at: 307-777-7261. To view the actual statute, please go to the following link:

<http://legisweb.state.wy.us/statutes/statutes.aspx?file=titles/Title16/T16CH6AR2.htm>

c. Attach a Statement that the Applicant will list the site/structure on www.wyomingsites.com

See <http://bit.ly/2fYgNAe> for template.

This document must be signed by an Eligible Elected Official

14. REVENUE RECAPTURE PLAN, if applicable. Final draft or executed copy only. See Section IX. Will the project funded by BRC funds generate revenue?

Yes ☐ No ☒

If "yes," attach a specific plan that anticipates revenue streams and prioritize economic development initiatives to be paid for with the revenue. Revenue generated by the applicant or a private developer through BRC publicly funded infrastructure projects must be recaptured in full by the applicant. This plan must be signed and dated by Eligible Elected Official.

15. WORKFORCE TRAINING SCHEDULE, if applicable. Attach a workforce recruitment and/or training program. Include a program outline if the project involves educational development infrastructure for workforce or entrepreneurial training.

***16. OPERATIONS AND MAINTENANCE**, if applicable. Final draft or executed copy only. Attach a detailed Operations and Maintenance Plan (for Business Committed projects, the Business Plan may contain the O&M Plan). The plan should define the roles of the Applicant Community, CDO, developer, committed business, etc. in the maintenance of project infrastructure or facilities. The plan should include projected expenses and project income sources for the life of the asset.

SECTION III: PUBLIC HEARING PROCESS

An applicant is required to inform and educate the public and business community to the greatest extent possible about the proposed economic development project utilizing a variety of techniques and media. To inform the public and to gather information, the public hearings should at a minimum: identify the economic development opportunity/ies; explore all possible funding sources and alternative solutions to the opportunity/ies; contain a comprehensive description of the proposed project; and solicit testimony from citizens who may feel that the proposed use of the project might compete with an existing business.

The applicant must make readily available to the public, access to the application and associated materials, exclusive of business plans or business financial information which are not subject to public information statutes.

An applicant shall actively solicit citizen input which can be submitted via writing, electronically, or in person at a public hearing. **A minimum of one public hearing** before submission of an application. For the purposes of this program **seven (7) days** is the minimum period for notification of a hearing date. Public notice shall be published in a newspaper of general circulation within the boundaries of the applicant or as approved by the council staff. If the project facility is to be located outside the boundaries of the applicant, the applicant shall hold additional public hearings near the location of the proposed project facility.

An applicant must use its best efforts to notify all providers of similar services in the market area about the public hearing at least **seven (7) days** in advance of the public hearing.

The notice shall contain a concise description of the proposed project and state that time will be set-aside at the Public Hearing to take testimony from citizens about the project. See <http://bit.ly/2gPE4Zt> for a template.

An application must be accompanied by:

- a description of the applicant's public engagement process,
- written comments received by the applicant,
- evidence of the public hearing notification,
- minutes from the Public Hearing with any oral testimony

Resolution:

Attach Resolution(s) of Support and minutes. After a public hearing is held, the applicant community must pass a Resolution of Support with verifying minutes. If the applicant is a Joint Powers Board, all participating agencies to the joint powers agreement must pass separate Resolutions of Support. The Resolution should state, at a minimum:

- the nature of the project
- public benefit
- desired economic development outcomes
- specified source of match funding by account name or other identifying characteristics
- who will be responsible in the case of project cost overruns
- the details of the Revenue Recapture Plan, if applicable
- who will be responsible for Operations and Maintenance

SECTION IV: SITE INFORMATION

1. What is the location/address of the project? Town Square, Cache Street Corridor, Snow King Mountain Resort

2. Is the project site currently publicly owned?

Yes ☒ No ☐

3. Does the project involve land acquisition?

Yes ☐ No ☒

If "yes," then who owns the site and what steps are being taken, and by whom, to acquire the property? Include documentation of owner's willingness to transfer property.

***PROFESSIONAL APPRAISAL:** If the project involves purchase of property, then there must be a professional appraisal completed by a qualified appraiser.

4. **REHABILITATION.** Will the requested grant or loan fund the purchase, rehabilitation, or expansion of existing infrastructure or facilities?

Yes ☒ No ☐

If "yes," explain. This project will add 15 refurbished ski lift chairs with accompanying infrastructure to support use as a bench or swing, along with historical information about the ski lift chairs and history.

***QUALIFIED STRUCTURAL ANALYSIS:** A qualified structural analysis is required for all projects involving the renovation/rehabilitation or financing of an existing structure or facility. A professional analysis must be completed by a qualified structural engineer/architect.

5. Describe the site including total acres or square footage, size of developable area, and number of parcels for development. Also, describe any structures on the site, including useable square footage. Attach a detailed map, aerial photograph, and/or site plan showing the location of the project site and the facility proposed to be funded with BRC. If the project includes public infrastructure activities, the map should sufficiently detail those improvements and their location. *There will be 15 sites utilized for the construction of this public infrastructure. Each site will be 250 square feet, which will include the disturbance for all construction related activities. The project team will seek 250 square feet for allowance to install this installation.*

6. How is the site currently used?

Of the 15 sites, each site is being used differently. Some sites are used as park space (Town Square) and three sites are being used for new gondola at the Snow King Resort. The other spaces are with the Town right-of-way or is being used as private business space.

7. What is the proposed future land use of the site? Is it based on a community development plan? Reference the plan and describe how this project is consistent with that land use plan. Attach only relevant portions of the plan.

2.1: Snow King Resort

This TRANSITIONAL Subarea is currently subject to the Snow King Resort Master Plan. The plan seeks to create a vibrant mixed use resort complex, including a multi-faceted conference/convention center and community facility that contributes to the economy of Downtown and also serves as a permeable border between the Town and Snow King Mountain. The resort has long been an integral part of the community, playing the role of the “Town Hill”, providing a host of winter and summer recreational amenities.

In the future, the subarea will complement Downtown (Subarea 2.3) lodging and tourist amenities. Lodging will be provided in a variety of types and forms from hotel rooms to condominiums, to support the local tourism-based economy. The size and scale of structures will often be larger than those typically allowed in other subareas of Town, as resorts typically require a larger critical mass necessary to support visitor functions. Though buildings will tend to be larger than in other districts, the subarea will maintain an abundance of open space in relation to the built environment as a key to a successful resort experience.

Consistent with the master plan, Snow King Avenue will be developed into a mixed use corridor that includes a variety of commercial uses while still serving as a major transportation corridor in the community. Along with this it will be important to create a more visible and attractive base area along Snow King Avenue to attract residents and visitors to the many amenities and recreational opportunities found there.

2.2: Snow King and South Cache Corridors

This TRANSITIONAL Subarea is envisioned as a pedestrian-oriented mixed use corridor comprised of mixed use and/or multifamily residential structures. The goal of the corridor will be to provide an attractive pedestrian link between Snow King Resort (Subarea 2.1) and Downtown (Subarea 2.3). The corridor is anchored by the Center for the Arts, the community hub for cultural events and activities and other public spaces, including the Center for the Arts Park, Phil Baux Park and the Snow King base area.

The goal of this subarea will be to provide an attractive pedestrian link between Downtown, Snow King and the many under-utilized public spaces in the area. To achieve this, ground-level uses should add vitality and street life that support the Center for the Arts and attract residents and visitors to the subarea. Upper floors should provide residential uses, designed to promote workforce housing. Buildings should be two stories in height and front the street. Particular care and attention will be necessary to ensure a successful integration between this mixed-use subarea and the adjacent Core Residential (Subarea 3.2). Particular attention will need to be given to the location of buildings, parking, types of uses, and intensity of uses to ensure a successful transition.

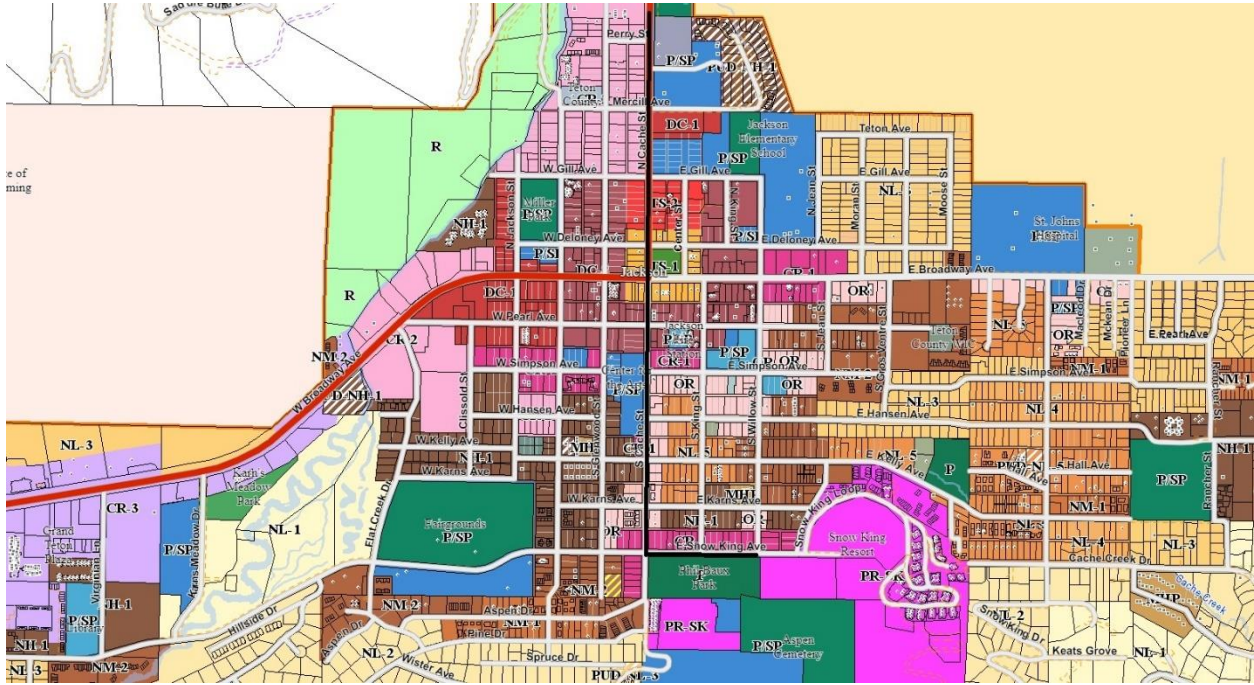
Additional Areas of Alignment with the Comprehensive Plan

- *Policy 3.3.e: Promote quality spaces in Complete Neighborhoods*
- *Policy 4.2.c: Create vibrant walkable mixed-use Subareas*
- *Policy 4.2.e: Protect the image and function of the Town Square*
- *Policy 4.4.a: Maintain and improve public spaces*
- *Policy 4.4.b: Enhance Jackson gateways*

8. Is the site zoned?

Yes ☒ No ☐

- a. If the site is zoned, attach a map and a description of the allowable uses under this zoning. *There are many types of zoning within the Cache Street Corridor. For all zoning areas within the corridor, benches/seating/placemaking is allowed.*



The blank line denotes the corridor of Cache Street and the terminus of the project at Phil Beau Park (base of Snow King Mountain).

- b. Is the proposed use consistent with that designation?**

Yes.

- c. Will a zone change be required for intended use? Explain.

No.

- 9. Are there any known environmental concerns at the site such as asbestos, wetlands, floodplains, or sage grouse area?**

Yes ☐ No ☒

If yes, explain:

N/A

- 10. Consult WYDOT if the project will take place in a public right of way. For projects within the Wyoming Department of Transportation rights of way, contact the WYDOT District Engineer. Attach a Letter of Acknowledgement from WYDOT. (A Right-of-Way Agreement with WYDOT may be necessary if a grant or loan is awarded.)**

- 11.** What infrastructure is necessary to serve the proposed site (i.e., water, sewer, electricity, natural gas, transportation facilities, and telecommunications) and what are the current coverage,

quality, and capacity of the existing infrastructure? If there are deficiencies within any of the infrastructure systems, explain how the deficiencies will be improved.

There only infrastructure necessary to serve each site are sidewalks and boardwalks for active transportation. There are no deficiencies within any of these infrastructure systems.

12. SIMILAR SITES. Are there similar sites or facilities within the community that are unutilized or under-utilized?

Yes ☒ No ☐

If "yes" please detail what makes this particular site unique or necessary.

The Cache Street corridor is unique because it connects the Town Square to the Snow King Mountain Resort. Since this project is using 15 refurbished ski lift chairs from Snow King Mountain Resort, it would be fitting to place them within this corridor to connect both locations visually. The Comprehensive Plan also envisions this transitional subarea (S. Cache Street) to be an attractive pedestrian link between downtown Jackson and Snow King Mt. Resort.

13. DIGITAL PHOTOS. Please attach 2-3 digital (jpg) photographs suitable for project presentation.

SECTION V: COMMUNITY INFORMATION

Attach portions of plans, studies, assessments, and/or reports that are relevant to project. Reference the attachment in your answer. (DO NOT INCLUDE LARGE REPORTS IN THEIR ENTIRETY).

Examples of applicable plans:

- A current Comprehensive Economic Development Strategy (CEDS) covering the area,
- A recent labor for availability study addressing such things as unemployment, underemployment, wage distributions, commuting patterns, skill availability and educational levels;
- A targeted marketing and recruitment strategy and who will be responsible for marketing;
- A housing availability study;
- A prioritized list of infrastructure projects, sites related to economic development along with preliminary cost estimates for land acquisition, engineering and construction;
- Any plans related to labor skills, materials availability, feedstock materials, etc.;
- Other appropriate studies relating to education, workforce, entrepreneurial development.

1. COMMUNITY AND ECONOMIC DEVELOPMENT GOALS. How does this project fulfill local and regional community and economic development goals? Is this project a part of an overall community plan? Does the community have an economic development plan or other study of the local economy?

Yes ☒ No ☐

If "Yes," then provide the names and dates of relevant plan(s) and describe how does the proposed project fits into the overall economic development strategy of the community.

Jackson/Teton County Comprehensive Plan

- *Chapter 3: Responsible Growth Management*
 - *Principle 3.2 – Enhance suitable locations as Complete Neighborhoods*
 - *Policy 3.2.e: Promote quality public spaces in Complete Neighborhoods*
 - *Principle 3.3 – Manage growth predictably and locally*
 - *Policy 3.3.e: Preserve historic structures and sites*
- *Chapter 4: Town as the Heart of the Region – The Central Complete Neighborhood*
 - *Principle 4.2 – Promote vibrant, walkable mixed-use areas*
 - *Policy 4.2.c: Create vibrant walkable mixed-use Subareas*
 - *Policy 4.2.d: Protect the image and function of Town Square*
 - *Principle 4.4 – Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood*
 - *Policy 4.4.a: Maintain and improve public spaces*
 - *Policy 4.4.b: Enhance Jackson gateways*
 - *Principle 4.5 – Preserve historic structures and sites*

- *Policy 4.5.a: Identify and preserve historically significant structures and sites*
- *Chapter 6: A Diverse and Balance Economy*
 - *Principle 6.2 – Promote a stable and diverse economy*
 - *Policy 6.2.a: Enhance tourism as the basis of the economy*
 - *Policy 6.2.b: Support businesses located in the community because of our lifestyle*
 - *Policy 6.2.d: Promote light industry*
 - *Principle 6.3 – Create a positive atmosphere for economic development*

2. Describe how the Plan addresses the targeted market(s)? *This plan addresses the targeted markets by engaging local engineers, local contractors, private entities, and local government. By fully engaging our local workforce to complete the project, this project will ensure economic vitality within our workforce sectors.*

3. Is there a list of current commercial and industrial vacancies available to prospective business?

Yes ☐ No ☒

Explain.

There is not a list of vacancies available to prospective businesses that are known.

. How does the availability of the housing compare to the demand for housing should this project be successful? If necessary reference any applicable local housing statistics.

5. Please describe previous grant/loan experience through the Wyoming Business Council Investment Ready Community Programs.

SECTION VIII: BUDGET INFORMATION

PROJECT BUDGET - The project budget pages need to show how all eligible costs will be covered by both cash and in-kind contributions. Construction costs represented here must be supported by estimates from a qualified engineer or architect. A clear budget statement of the source of all funds needed to complete the project. (This includes total eligible project costs and other ineligible project costs.)

Part A: Eligible Project Costs

Eligible Project Costs	
1. Land, structures, rights-of-way, appraisals, etc.	\$22,500
2. Architectural and engineering fees	\$5,900
3. Other (surveys, tests, etc.)	\$

4. Project inspection fees	\$
5. Site work	\$
6. Demolition and removal	\$
7. Construction	
a. Electrical Systems (*)	\$
b. Mechanical, Plumbing, HVAC Systems (*)	\$
c. Landscaping (*)	\$
d. Foundation and/or Structural Framing System (*)	\$92,250
e. Interior Finishes (*)	\$16,075
f. Fire Protection (*)	\$
g. Remediation (*)	\$
h. Other (*) – please specify	\$17,750
8. Miscellaneous/Other (Please explain in detail on additional page(s))	\$
9. Subtotal (sum of lines 1 through 8)	\$154,475
10. Contingencies	\$15,000
Total Eligible Project Costs	
11. Total Eligible Project Costs Use this amount for Part B, Number 1 and as the Total Eligible Project Costs as listed on the cover sheet.	\$169,475

(*) = Required for projects involving the construction of a new or existing building

Part B: Funding Sources

1. Total Eligible Project Cost <i>This amount will be the same as Part A, Number 11 and will be reflected on the Cover Sheet as the Total Project Cost.</i>		\$169,475
2. Local Match		
a. Cash Match. List cash match funding source(s) and amount. Identify whether the amount has been provided or is being requested. Provide the status and the date funds were approved or the date that funds are expected to be approved.		
Cash Match Source	Status (approved pending)	or Date of Approval of Cash Amount
Snow King Mountain	approved	June 2021 \$22,500

1a

Town of Jackson Public Art Fund	approved	July 2021	\$5,000	
Private Donations and Grants	pending		\$31,975	
Total Cash Match			\$	2a
b. In-kind Match. List in-kind contribution types, descriptions, sources and values. These amounts should also be reflected in Part A: Project Costs. Attach Statements of Intent.				
<i>Description</i>	Source	Value		
<i>Example: Road Grading</i>	<i>City Employee</i>	<i>40 hrs @ \$15/hr = \$600</i>		
		\$		
		\$		
		\$		
Total In-kind Match			\$	2b
c. Total Local Match (Sum 2a and 2b)			\$	2c

3. Match Percentage (2c divided by 1) Category 1 Applicants: Business Committed/Community Readiness match of 10% of Total Project Cost. Half the match must be cash. Community Enhancement match of 25%. Half of match must be cash. Planning match of 25%. Match must be all cash. Category 2 Applicants: Business Committed/Community Readiness match of 5% of Total Project Cost. Half the match must be cash. Community Enhancement match of 20%. Half of match must be cash. Planning match of 25%. Match must be all cash. See: www.wyomingbusiness.org/matchcalculator		%
---	--	---

4. Business Ready Community (BRC) Request (Subtract 1 - 2c) This is the amount of money you need to complete the project.	\$
--	-----------

Part C: Verification of Project Cost

A qualified engineer's or architect's verified cost estimate is required. Grants and loans will be made only to applicants who demonstrate that upon receipt of the grant and/or loan all project costs will be funded.

If the project involves the purchase of property with requested grant funds, the applicant must provide a professional appraisal of the property. If property is being used as an in-kind match, the value may be determined by a market analysis prepared by a licensed realtor.

Part D: Ineligible Costs

Ineligible project costs include fixtures, appliances, equipment or other features of a facility not physically attached.

1. Ineligible Project Costs (if applicable)	
Ineligible Items	Amount
	\$
	\$
TOTAL Ineligible project costs	\$
2.. Local Contribution Toward <i>Ineligible</i> Project Costs (if applicable)	
Source of Funding	Amount
	\$
	\$
TOTAL Source of Funding for Ineligible Project Costs	\$

Part E: Total Budget

Total Eligible Project Costs	\$
Total Ineligible Project Costs	\$
Total Budget	\$

APPLICATION CHECKLIST

The Application Checklist will be utilized by the Regional Director to assess the completeness of an application. Applicants are encouraged to make a copy of the Application Checklist for their personal use while completing an application.

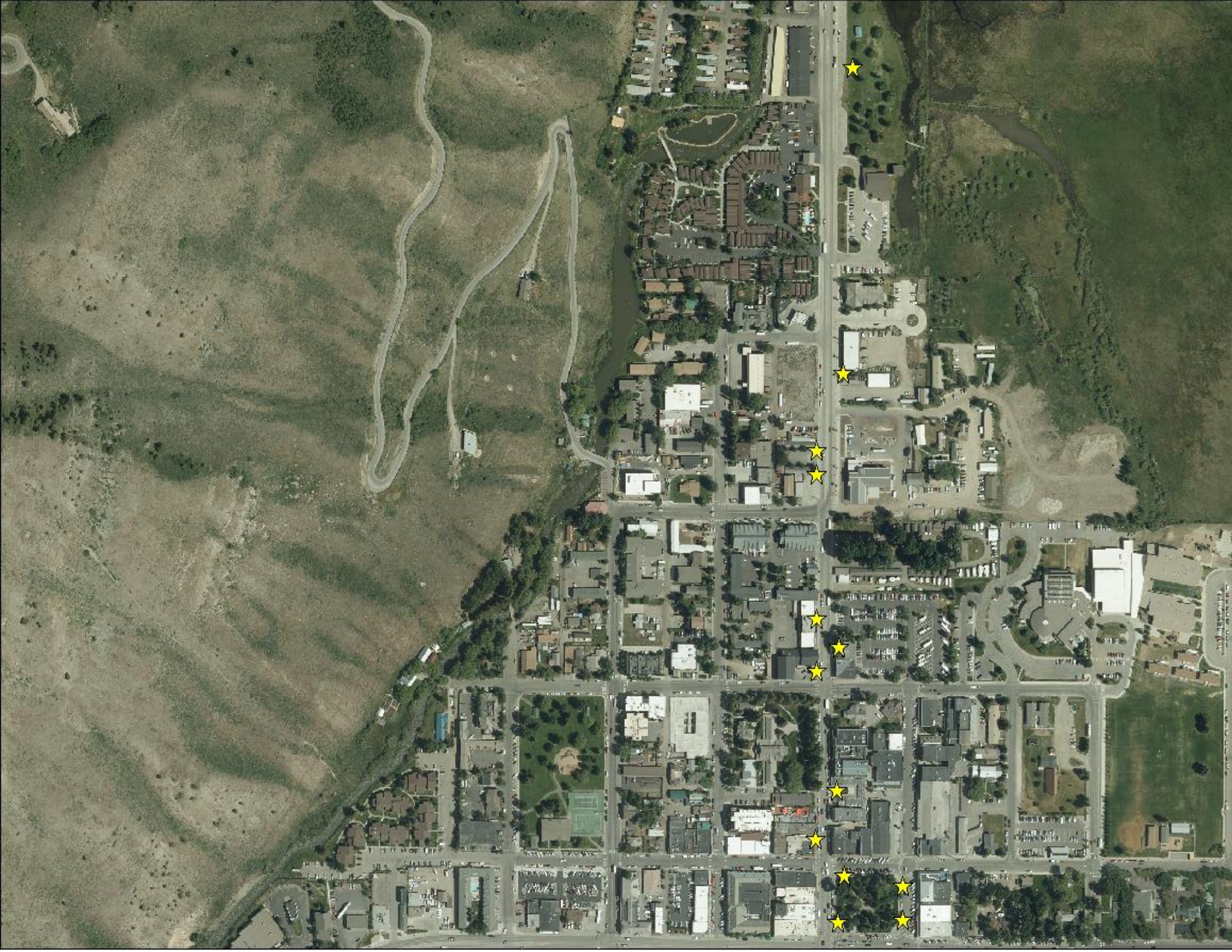
- ☐ **Business Plan.**
- ☐ **Complete Application.** All questions must be fully answered, and all required documentation included. Incomplete applications will either be tabled or sent back to the applicant for resubmittal at a different time.
- ☐ **Secured Local Match.** See the chart on page ii for the required match amounts. ***In-kind match must meet the criteria for eligible project costs.*** Examples of in-kind contributions include: infrastructure, labor, materials, and real estate. Attach an explanation of valuation for each item and any supporting documentation (i.e., appraisals, wage rates, market value, etc.)
- ☐ **Statements of Intent** from each donor.
- ☐ **Economic Impact Study (RPASS) or equivalent impact study.** See Regional Director.
- ☐ **Financial Information for Loans.** For applicants requesting BRC loans, additional financial information is required. (See Section XI of the application.)
- ☐ **Attach verification of project costs.**
Appraisal, engineer/architect's estimates, etc.
- ☐ **Verified Structural Analysis.**
- ☐ **Appraisals**, if applicable.
- ☐ **Public hearing notice, public hearing minutes, and any additional public engagement processes.**
- ☐ **Resolution(s) of Support and minutes.**
- ☐ **Certifications, if applicable.** (Joint Powers Board, DDA, URA, EDO/CDO)
- ☐ **Site information.**
- ☐ **Zoning documentation.**
- ☐ **Two (2) Digital photographs. (jpg, preferable)**
- ☐ **Statement that the Applicant will Follow State Procurement Standards Inclusive of W.S. § 15-1-113 and W.S. § 16-6-101, et seq.**
- ☐ **Acknowledgement that the Wyoming Preference Act (Wyoming State Statute § 16-6-201 through 16-6-206) will be adhered to throughout the project.**

- ☐ **Statement that the Applicant will list facility/land on www.wyomingsites.com**
- ☐ **Workforce recruitment and/or training program, if applicable.**
- ☐ **Community and Economic Development Goals.** Relevant portions of plans only.
- ☐ **WYDOT Letter of Acknowledgement, if applicable.** The project will take place in a public right of way.
- ☐ **Contingency/Development Agreement, if applicable. (final draft or executed copy only).**
- ☐ **Attach a Lease Agreement, if applicable (final draft or executed copy only).**
- ☐ **Attach an Operation and Maintenance Plan, if applicable (final draft or executed copy only).**
- ☐ **Enhancement Projects only.** Priority listing.
- ☐ **Revenue Recapture Plan, if applicable. (Final draft or executed copy only).** Section X. Table of existing revenue recapture.
- ☐ **Loan Documentation.**
- Resolution specific to the loan.
 - Environmental requirements.
 - Federal flood regulations.
 - Guarantees, letters of credit, proposed security
 - Applicant's attorneys letter.
 - Wyoming Constitution Affirmation
 - Assessed valuation, indebtedness, levied mills, sales/use tax imposition, investments/cash balances.
- ☐ **Child Care projects only.** Address all the items in Section XII of the application.
- ☐ **Senior Care projects only.** Address all the items in Section XIII of the application.
- ☐ **Projects w/ Private Developer.** Explanation of need for public assistance.
- ☐ **Managed Data Center Cost Reduction Projects.** Section IX.
- a. Evidence for the support of a Tier II, Tier III or Tier IV data center.
 - b. Attach eligible projected utility costs.

Regional Director Signature

Date

Possible Locations: North Cache
Street



Possible Locations: South Cache
Street



Summit Connector Chair Placemakng Project: up to 30 Snow King Summit Chairs installed as benches and swings	
Income	
Wyo Biz Council grant	100,000
Other grants (local)	10,000
ToJ public art funds	5,000
Private donations (local business)	21,975
Snowking chairs 15 @ \$1,500 / each	22,500
Wyoming Humanities Council Grant for interpretive displays	10,000
Total	169,475
Expense	
Snowking chairs 15 @ \$1,500 / each	22,500
Swing stand fabrication and surface mount for 9 chairs @ \$5,000/each	45,000
Bench base fabricated with ground mount 6 @ \$375	2,250
Powder coating chair and abrasive blasted 15 @ \$550/ea	8,325
Engineering for swing base design	1,400
Installation of swing bases (excavation, concrete, rebar) 9 @ \$5,000	45,000
Artist fees: specifcy color for chairs	2,500
Design fees for swing stand	4,500
Wood seats and or customizations 15 @ \$350/each	5,250
Humanities professional to research and write intrepetive features	4,000
Marketing: design and print promotional brochures, plaque designs	4,000
Printing: print plaques and signage 5 -10 different designs @500\$/ea x 15	7,500
Plaques inatallation: 15 x \$150/each	2,250
contingency <10%	15,000
total	169,475
Ineligible In-kind	
Town of Jackson staff time help coordinate installtion of chairs and interpretive features, excavation, traffic calming, permissions, public review 25 hours	
Chamber of Commerce time - grant writing, project coordination of stakeholders	
JHPA staff time (assist w/ grant writing, lead fundraising, manage artists, oversee technical design, fabrication, coordinate installation), documentation estimated at 120/hrs @ \$95/hr	11,400



STAFF REPORT



Meeting Date:	April 18, 2022	Meeting Title:	Regular Meeting
Submitting Department:	Town Clerk's Office	Presenter:	Lynsey Lenamond
Agenda Item:	New Restaurant Liquor License Application for SRRRC Eatery LLC dba Snake River Roasting Co.	Public Comment:	Yes

Purpose & Policy Considerations.

Consideration of an application for a new restaurant liquor license. The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson.

It is a statutory requirement for the Mayor to OPEN A PUBLIC HEARING on the issuance of liquor licenses. In accordance with our notice, and per Wyoming Statute, protests will be heard against the issuance during this hearing. Additionally, staff presentation, public comment, and Council discussion will take place during this hearing. The procedure is as follows:

1. Mayor Morton Levinson opens the public hearing.
2. Mayor Morton Levinson asks for the staff presentation on the application.
3. Mayor Morton Levinson calls for any and all public comment.
4. Council discusses the application.
5. Mayor Morton Levinson calls for a motion on the application and the vote on the motion.
6. Mayor Morton Levinson closes the public hearing.

Requested Action.

To consider statutory findings for approving and issuing a new restaurant liquor license.

Recommendations.

Staff recommends approval of the application.

Background.

On March 30, 2022 the Clerk's office received an application from SRRRC Eatery LLC for a new Restaurant liquor license at 50 W. Broadway Ave. The application was distributed according to Town procedure to relevant Town and Joint departments for review and comment. The Wyoming Liquor Division has certified the application as complete.

The single dispensing area for SRRRC Eatery LLC will be located behind the donut/sandwich counter as seen in the attached drawings.

Analysis.

The Town Council should consider the following from Wyoming Statute (W.S.) 12-4-104(b) regarding the issuance of a liquor license:

(b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;

(ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;

- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

Possible Alternatives.

The public hearing must be conducted or at least opened at this Council meeting. Alternatives to that include:

1. Continue the public hearing to gain further public comment or information on issues related to the findings.
2. Approve the Application.
3. Deny the application.
4. Postpone action to the next regular meeting.

Comprehensive Plan & Priority Alignment.

This application relates to the Comprehensive Plan Policy 8.1.a, the delivery of quality levels of service to the community. It also relates to the health, safety and welfare of the community as discussed in section 8.

Fiscal Impact.

The annual fee for a Restaurant liquor license is \$1514. Upon approval, the fee for this license will be deposited to the Town's general fund. In addition, the license will generate an undetermined amount of sales tax revenue.

Staff Impact.

The impact on the Clerk's office will total approximately 5 hours, including time spent with the applicant reviewing the license and application requirements, processing the application and reviewing with the Wyoming Liquor Division, and preparing the license. The Town Attorney, Administration, Planning and Building, and Fire Department spent time reviewing the application as well. Should this application be approved, the Police Department would include the applicant in their compliance checks.

Attachments or Links.

Liquor License Completed Application

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

Having considered Wyoming Statute 12-4-104(b) statutory factors for this application, I move to approve the application for a Restaurant liquor license for SRRC Eatery LLC, subject to the following conditions, and further direct the Town Clerk's office to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv):

1. The Clerk's office shall not issue the license until all required Town licenses and permits have been obtained.
2. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

License Fees: Annual Fee: \$ 1441.76
Prorated Fee: \$ 1441.76
Transfer Fee: \$
Publishing Fee: \$ 100.00

Local License #: _____
Date filed with clerk: 3 / 30 / 22
Advertising Dates: (2 Weeks) 4/6/22 & 4/13/22
Hearing Date: 4 / 18 / 2022

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 19 / 2022 Through 3 / 31 / 2023
Month Day Year Month Day Year

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

Applicant: SPRC Eatery LLC
Trade/Business Name (dba): Shake River Roasting Co
Building to be licensed/Building Address: 50 W Broadway Ave Suite C
Jackson WY 83001 Teton
City State Zip County
Local Mailing Address: PO Box 15075
Jackson WY 83002
City State Zip
Local Business Telephone Number: (307) 312-2382 Fax Number: ()
Business E-Mail Address: _____

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
☒ NEW LICENSE	☒ CITY OF: <u>Jackson</u>	☐ INDIVIDUAL
☐ TRANSFER OF LOCATION	☐ COUNTY OF: _____	☐ PARTNERSHIP
☐ TRANSFER OWNERSHIP	☐ ASSIGNMENT LETTER ATTACHED	☐ LP/LLP
FORMERLY HELD BY: _____		☒ LLC
		☐ CORPORATION
		☐ LTD PARTNERSHIP
		☐ ORGANIZATION
		☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE ☐ ON-PREMISE ONLY (BAR) ☐ OFF-PREMISE ONLY (PACKAGE STORE) ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	☒ RESTAURANT LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE ☐ BAR AND GRILL LIMITED RETAIL (CLUB) ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ GOLF CLUB ☐ SOCIAL CLUB	☐ MICROBREWERY ☐ WINERY ☐ DISTILLERY SATELLITE ☐ WINERY SATELLITE ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT
---	--	---

SPECIAL DESIGNATIONS

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

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec
☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun
☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 6:30am to 4pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)(a) **OWN** the licensed building?☐ YES (own)(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license)☒ YES (lease)

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

(i) When the lease expires, located on page 1 paragraph 3 of lease. (Jan. 1, 2027)(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 19 of lease.(MUST contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.)**2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)**☐ YES ☒ NO**3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403**

(a) Hold any interest in the license applied for?

☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:N/A**4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)**☐ YES ☒ NO

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

☒ YES ☐ NO**6. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

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

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

☐ YES ☐ NO**7. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT☐ BAR AND GRILL☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a)

☐ YES ☐ NO

(Requires wholesale malt beverage license with the Liquor Division)

8. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT☐ BAR AND GRILL☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:**VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:**GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

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

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Mekki Jaidi				3-MO	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

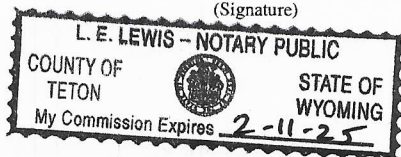
(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)**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

**Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.**

STATE OF WYOMING)
COUNTY OF _____) SS.

Signed and sworn to before me on this 30 day of MARCH, 2022 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>MEKKI JAIDI</u> (Printed Name)	<u>OWNER</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title



(SEAL)

Witness my hand and official seal:

[Signature]
Signature of Notary Public

My commission expires: 2-11-25



FIRST REPUBLIC BANK
It's a privilege to serve you®

March 30th 2022

To Whom it May Concern,

This letter is to confirm that SRRC Eatery LLC is a valued client at First Republic Bank. Below is their account information of their active business checking account.

Account Name: SRRC EATERY LLC

Account Number: [REDACTED]

Routing Number: 321081669

Should there be any further questions, please do not hesitate to contact me directly for assistance at 307.264.7888.

Sincerely,

Shelter Wein
Preferred Banker

First Republic Bank
545 W Broadway Ave
Jackson, WY 83001
307.264.7888

San Francisco • Palo Alto • Los Angeles • Santa Barbara • Newport Beach • San Diego • Portland • Jackson • Palm Beach • Boston • Greenwich • New York

565 W. Broadway Ave., Jackson Hole, Wyoming 83001 • firstrepublic.com

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

Liquor License Application
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

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

AFFIDAVIT of UNDERSTANDING

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

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

PRINT

Full Legal Name: MEKKI YOUSSEF JAIDI
First Name Full Middle Name Last Name

[REDACTED] [REDACTED] [REDACTED]
Date of Birth Social Security Number Driver License: State / Number

Male or Female
Circle one

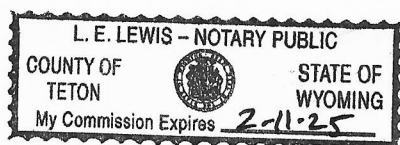
3/30/22
Date Signed

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 30 day of March, 2022

(SEAL)



[Signature]
Notary Public or officer authorized to administer oaths



Plan of Operation

Liquor License Application
Type: Restaurant

Applicant: SPRC Eatery

DBA: Snake River Roasting Co

Describe how the premises will be operated, what is the nature of the business?

Business will be open 7 days a week from 6:30 am to 4 pm and will consist of staff of a GM, AGM, pansters, food runners, cashiers and 2 cooks/dishwashers. We will serve coffee, cold beverages, and breakfast, lunch and pastries that one can eat on site or take to go.

What type of alcoholic beverages will be available to customers?

Cocktails, Wine by the glass and beer.

Describe the process that a customer will follow to order alcohol or malt beverages, and how an employee will prepare and deliver an alcoholic beverage to the customer.

- ① Customer walks up to the counter to order a drink.
- ② Anyone that looks under 40 years old will be carded to make sure they are over 21.
- ③ Any out of state ID will be checked in driver's license guide.
- ④ Ticket will be printed and employee over 21 will make the drink according to drink sheet to ensure correct measurements.
- ⑤ food runner over 21 will deliver drink to table.

What is the official building capacity?

Do you plan to serve alcohol outside on a deck or patio? Yes

If so, include a sketch or site plan showing the outside area.

If so, describe the outside area, including egress: outside area includes

① tables of 2 which are enclosed by planters, which will distinguish where someone can drink alcohol (within these parameters.) There are 3 tables along the boardwalk.

What is your plan to keep customers from leaving with open alcohol containers?

Consistence Surveillance with staff doing rounds inside and outside as well as signs to indicate what is our property. We will also have security cameras indoors as well as outdoors.

Provide the names of up to three (3) people who should receive communication from the Town and Police Department related to liquor operations:

	<u>Name</u>	<u>Position/Title</u>	<u>Email</u>
1)	Meaghan Mylan	Executive Director	
2)	Loren Valentine	Senior Project Manager	
3)	Tammie Van Holland	Director of finance & HR	

Prepared by: Loren Valentine Date: 3/30/22

PLAN REVIEW APPLICATION FOR FOOD ESTABLISHMENTS

Teton County Health Department

Jackson, WY 83001

TYPE OF APPLICATION: ☐ New ☒ Remodel ☐ Conversion		Projected Start Date: January 10th, 2022	
		Projected Completion Date: April 25th, 2022	
TYPE OF FOOD OPERATION: ☒ Restaurant ☐ Institution ☐ Retail food store ☐ Commissary ☐ Mobile ☐ Caterer ☐ Childcare ☐ Other:			
FOOD ESTABLISHMENT INFORMATION			
Name of Establishment: SRRC Eatery			
Establishment Address: 50 W Broadway		City: Jackson	State: WY Zip: 83001
OWNERSHIP INFORMATION			
Name of Owner: Mekki Jaidi			
Address: PO Box 12526		City: Jackson	State: WY Zip: 83001
Email: mj@outpostjh.com		Phone Number: [REDACTED]	
APPLICANT INFORMATION (e.g., ARCHITECT/ENGINEER)			
Applicant Name: Loren Valentine		Contact Person: Loren Valentine	
Applicant Mailing Address: PO Box 15075		City: Jackson	State: WY Zip: 83001
Email:		Phone Number:	
FOOD OPERATION INFORMATION			
Days & Hours of Operation ☒ Sun: 6:30 am - 4pm ☒ Mon: 6:30 am - 4pm ☒ Tues: 6:30 am - 4pm ☒ Wed: 6:30 am - 4pm ☒ Thurs: 6:30 am - 4pm ☒ Fri: 6:30 am - 4pm ☒ Sat: 6:30 am - 4pm	Seating Capacity: # of Indoor Seats: 40 # of Outdoor Seats: 22 Square feet of facility: 2500	Type of Service (check all that apply): ☒ On-site consumption ☒ Off-site consumption ☐ Catering ☒ Outdoor food service area ☐ Full service bar ☐ Other:	Maximum Meals Served (number per day): Breakfast: 100 Lunch: 100 Dinner: N/A Employees: Max per shift: 12
THE FOLLOWING DOCUMENTATION MUST BE SUBMITTED ALONG WITH THIS APPLICATION: Proposed menu or complete list of food and beverages to be offered (including seasonal, catering and banquet menus) – <i>Standard Operating Procedures or HACCP plans may be required.</i> Plans must be clearly drawn to scale (full size plans preferred) and include the items below: The floor plan must identify: food preparation, serving and seating areas, restrooms, office, employee change room, storage, warewashing, janitorial and trash area. Include location of any outside equipment or facilities (dumpsters, well, septic system-if applicable). Provide equipment layout and specifications , clearly numbered and cross-keyed with the equipment list. Elevation drawings may be requested by the Regulatory Authority. Identify handwashing, warewashing and food preparation sinks. Provide plumbing layout showing the sewer lines, cleanouts, floor drains, floor sinks, vents, grease trap or grease interceptor, hot and cold water lines, and direction of flow to sanitary sewer. Provide exhaust ventilation layout including location of hood and make-up air returns and ducts, if applicable. Lighting plan , indicating the exact foot candles for each area as required by the FDA Food Code (§6-303.11). Finish schedule showing floor, coved base, wall and ceilings for each area shown on the plans.			
Signature: <i>Loren Valentine</i>		Date: 03/30/21	
Print Name: Loren Valentine		Title: Senior Project Manager	

REGULATORY COMPLIANCE REVIEW LIST Teton County Health Department Jackson, WY 83001

FOOD PREPARATION PROCEDURES

Reference: Teton Health District Rules for Food Safety, Amended Oct 31. 2017

FOOD DELIVERY

1. How often will frozen foods be delivered? ☒ Daily ☐ Weekly ☐ Other: _____
2. How often will refrigerated foods be delivered? ☒ Daily ☐ Weekly ☐ Other: _____
3. How often will dry foods or supplies be delivered? ☒ Daily ☐ Weekly ☐ Other: _____

FOOD STORAGE* - Identify amount of space (in cubic feet) allocated for:

Dry Storage 160; Refrigerated Storage 153; Frozen Storage 34;

Utensil Storage 30

* Identify on plans where storage will be located.

INSTRUCTIONS: Describe the following with as much detail as possible. Indicate Not Applicable (NA) as appropriate.

PROCESS	IDENTIFY FOOD ITEMS	INDICATE EQUIPMENT & LOCATION
Washing Food Code Ch. 3 § 40	Lettuces, fresh fruits, vegetables	South wall sink
Thawing Food Code Ch. 3 § 49	Raw chicken, pork, beef	Basement walkin refrigerator
Cooking	Chicken, pork, beef, vegetables, grains, legumes	Kitchen stove tops/ fryer oven
Hot Holding Hot food maintained $\geq 135^{\circ}\text{F}$	Gravy, sauces, soups	Kitchen steamwell, soup warmer
Cooling TCS food will be cooled to 41°F within 6 hours; 135°F to 70°F in 2 hours	Meats, grains, vegetables, soups, sauces, vegetables	Kitchen reach in refrigerator
Reheating Food must be reheated to a temperature of 165°F for 15 seconds within 2 hours	Gravy, sauces, soups, meats	Kitchen stove tops, oven

FINISH SCHEDULE

INSTRUCTIONS: Indicate which materials and the color of the materials that will be used for each area (e.g. light gray quarry tile, stainless steel, white fiberglass reinforced panels (FRP), etc.), and mark not Applicable (NA) as appropriate.

ROOM/AREA	FLOOR	FLOOR/WALL JUNCTURE	WALLS	CEILING
Food Preparation	Vinyl	Vinyl	Vinyl	Latex
Dry Food Storage	Cement	Plastic Trim	Painted Dry Wall	Wood
Warewashing Area	Vinyl	Vinyl	Plastic	Latex
Walk-in Refrigerators and Freezers	Cement	Plastic Trim	Metal	Metal
Service/Mop Sink	Vinyl	Vinyl	Plastic	Latex
Refuse Area	N/A			
Toilet Rooms and Dressing Rooms	Vinyl Wood Trim	Wood Trim	Painted Drywall	Latex
Other: Indicate				
Identify the finishes of cabinets, countertops, and shelving: Stainless metro racks - shelving Stainless countertop				

PHYSICAL FACILITIES

INSTRUCTIONS: Explain the following with as much detail as possible. Indicate Not Applicable (N/A) as appropriate.

TOPIC	MINIMUM CRITERIA
Handwashing Facilities	- Identify number of the handwashing sinks in food preparation and warewashing areas: <u>1</u> Food Preparation <u>1</u> Warewashing Area - Type of hand drying device? ☒ Disposable towels ☐ Hand-drying device
Warewashing Facilities	MANUAL DISHWASHING - Identify the length, width, and depth of the compartments of the 3-compartment sink: <u>N/A</u> - Will the largest pot/ pan fit into each compartment of the 3-compartment sink? ☐ Yes ☒ No - If No, what will be the procedure for manual cleaning and sanitizing of items that will not fit into sink compartments? <u>Our largest pot will fit in the dish machine</u> - Describe size, location and type (drainboards, wall-mounted or overhead shelves, stationary or portable racks) of air drying space: <u>6 ft tall metro rack, 4 shelves, 15ft2 each</u> - What type of sanitizer will be used? ☐ Chemical (Type: <u>Sodium Hypochlorite</u>) ☒ Hot Water MECHANICAL DISHWASHING - Identify the make and model of the mechanical dishwasher: <u>American Dish Service</u> - What type of sanitizer will be used? ☐ Chemical (Type: <u>Sodium Hypochlorite</u>) ☒ Hot Water - Will ventilation be provided? ☐ Yes ☒ No
Water Supply	- Is the water supply public or non-public/private? ☒ public ☐ non-public/private - If private, has source been approved? ☐ Yes ☒ No - Attach copy of written approval and/or permit. - Is ice made on premises or purchased commercially? ☒ Made on-site ☐ Purchased - Will there be an ice bagging operation? ☐ Yes ☒ No - What is the capacity and location* of the water heater? _____ Gal. ☐ Check if Tank-less *Identify location on plan. Provide specifications for the water heater.
Sewage Disposal	- Is the sewage system public or non-public/private? ☒ public ☐ non-public/private - If private, has the sewage system been approved? ☐ Yes* ☒ No *Attach copy of written approval and/or permit. - Will grease traps/interceptors be provided? ☒ Yes* ☐ No *Identify location on plan. *Indicate if specifications have been approved by the appropriate wastewater authority.
Backflow Prevention	- Will all potable water sources be protected for backflow? ☒ Yes ☐ No - Are all floor drains identified on the submitted floor plan? ☒ Yes ☐ No
Toilet Facilities	- Identify locations and number of toilet facilities: <u>one in front of house; second is before kitchen entry</u> - Hot and cold water provided at hand sinks? ☒ Yes ☐ No
Dressing Rooms	Will dressing rooms, lockers, or other storage be provided for employee belongings? ☒ Yes ☐ No

	Describe the location of storage areas for employees' clothing and personal belongings. <u>Basement</u>
Linens	- Will linens be laundered on site? ☐ Yes ☒ No - If yes, what will be laundered and where? _____ - If no, how and where will linens be cleaned? <u>High Country Linen</u> - Identify location of clean and dirty linen storage: <u>BOH with two different bins identified as Clean and Dirty Linen</u> - How often will linens be delivered and picked up? <u>Once a week</u>
Cleaning and Storage of Toxics	- Identify the location/storage of cleaners and toxic materials. <u>Basement storage area</u> - Where will cleaning and sanitizing solutions be stored at workstations? <u>Under counters</u> - How will these items be separated from food and food-contact surfaces? <u>Red bin labeled Sanitizer</u> - Identify the location of the mop or service sink and any sanitizer dispensers. <u>By dishwasher against back wall</u>
Pest Control	- Will all outside doors be self-closing and rodent proof? ☒ Yes ☐ No ☐ N/A - Will screens be provided on all entrances left open to the outside? ☐ Yes ☐ No ☒ N/A - Will all openable windows have a minimum #16 mesh screening? ☐ Yes ☐ No ☒ N/A - Will insect control devices be used? ☒ Yes ☐ No ☐ N/A - Will air curtains be used? ☐ Yes ☐ No ☒ N/A (If yes, where? _____) * Note: All pipes and electrical conduit chases must be sealed to prevent rodent access.
Refuse, Recyclables, and Returnables	- Will refuse/garbage be stored inside? ☐ Yes ☒ No (If yes, where? _____) - Identify how and where garbage cans and floor mats will be cleaned. <u>No floor mats will be used.</u> - Will a dumpster or a compactor be used? ☒ Dumpster ☐ Compactor - Identify locations of grease storage containers: <u>Basement</u> - Will there be an area to store recyclables? ☒ Yes* ☐ No * If yes, where <u>Blue bins in FOH</u> - Will there be an area to store returnable damaged goods? ☒ Yes* ☐ No * If yes, where <u>in their respective storage area until deliver driver comes to get them</u>

(SRRC Eatery Logo)

Breakfast

Prosciutto and Cheese Danish 14

Mushroom and Spinach Danish - goat cheese 14

Coconut Chia Pudding - pomegranate seed, candied almond, overnight pudding 10

Huckleberry Parfait - greek yogurt, house made granola, huckleberry jam 12

Egg and Cheese - baked egg, three cheese melt, east coast buttered roll 15

Bison Sausage Croissant - egg, muenster cheese, green chili aioli, cartelized onion 16.25

Pork Belly Sandwich - honey mustard glazed pork belly, egg, sharp cheddar, ciabatta 16

Huckleberry Pancakes - maple syrup, whipped butter 16

Ham and Cheese Monte Cristo - SRF ham, gruyere cheese, french toast batter, pepper jam 14

Bison Benedict - sourdough, sous vide egg, hollandaise, crispy shallot, roasted breakfast potato 18

Carne Omelette - sausage, pork belly, chorizo pork, cheddar, muenster cheese, roasted breakfast potato 16

Farmer's Omelette - roasted mushroom, spinach, tomato, boursin cheese 16

Sides - bison sausage, bacon, ham 5

Pastries

Provision Donuts 4/5/7

Chia Energy Bar

Banana Bread 7

Cinnamon Roll - vanilla icing 8

Giant Cookie - giant salted chocolate chip, wild blueberry white chocolate 9.50

Muffin - triple chocolate, white chocolate 10

vegan 7 pecan 11 huckleberry 12

Lunch

Salads

Caesar - baby romaine, Spanish anchovy, pecorino crouton, chili lemon crumble, lemon thyme caesar dressing 16

Caprese - mini mozzarella, basil marinated tomato, balsamic pearls, arugula, seed croutons 15

Sandwiches

Smoked Turkey - brie cheese, pickled apple, black garlic aioli, french baguette 17

Italian - pancetta, prosciutto, salami, olive, giardiniera, truffle aioli, italian hoagie 19

Roasted Chicken - sun-dried tomato pesto, basil aioli, mozzarella, tomato, arugula, toasted ciabatta 20

Bowls

Mediterranean - zaatar chicken, sumac farro, cucumber, tomato, pickled shallot, whipped feta, mint raisin vinaigrette 18

Southwest - three beans, chorizo marinated pork, purple cabbage, queso fresco, crispy tortilla, chipotle cilantro vinaigrette 19

Asian - soy glazed skirt steak, pickled shiitake mushroom, sushi rice, carrot, scallion, kimchi, chili peanut 20

Soup

Vegetarian Soup cup 5 / bowl 8

Soup of the Day cup 5 / bowl 8

SRRC Coffee

Drip Coffee	Small	2.75
	Medium	3.25
	Large	3.75
Iced Coffee	4.00	
Espresso	3.00	
Cappuccino	4.25	
Latte	Small	4.25
	Medium	4.75
	Large	5.25
Cortado	3.75	

Milk Alternatives:

Almond Milk	+1.25
Oat Milk	+1.25

<i>Flavors</i>	+.75
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Caramel
Chai
Chocolate
Vanilla

Beverages

Lemonade	3.50	
Iced Tea	3.50	
Whole Milk	3.00	
Chocolate Milk	3.50	
Hot Chocolate	Small	3.00
	Medium	3.50
	Large	4.00
Hot Tea	Small	3.25
	Medium	3.50
	Large	3.75

Juices

<i>House Made:</i>	10.00
Huckleberry Beet Green Juice Carrot Turmeric	
Orange Juice	3.50
Cranberry Juice	3.50
Grapefruit Juice	3.50

Cocktails, Wine, & Beer

Cocktails

Mimosa	10.00
Greyhound	10.00
Bloody Mary	11.00
Irish Coffee	10.00
Espresso Martini	12.00
Irish Martini	12.00

<i>Wine By The Glass</i>	10.00
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Cabernet Sauvignon
Pinot Noir
Chardonnay
Pinot Grigio
Champagne

<i>Beer</i>	9.00
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IPA
Pale Ale

AMENDING AGREEMENT

THIS AMENDING AGREEMENT dated this 31st day of March, 2022

BETWEEN:

Pink Garter LLC

OF THE FIRST PART

- AND -

SRRC Eatery LLC

OF THE SECOND PART

Background

- A. Pink Garter LLC and SRRC Eatery LLC (the "Parties") entered into the contract (the "Contract") dated December 17, 2021, for the purpose of Commercial Lease Agreement.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Amending Agreement (the "Agreement").
- C. This Agreement is the first amendment to the Contract.
- D. References in this Agreement to the Contract are to the Contract as previously amended or varied.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

- 1. The Contract is amended as follows:
 - a. The lease agreement is deleting the tenant's name listed as "Snake River Roasting Co, Eatery" and replacing it with "SRRC Eatery, LLC DBA: Snake River Roasting, Co."
 - b. Clause 3 of the contract: SRRC Eatery LLC will be renewing for 5 years as of January 1st, 2022.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Governing Law

3. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Wyoming, without regard to the jurisdiction in which any action or special proceeding may be instituted.

The Parties have duly affixed their signatures under hand and seal on this **31st day of March, 2022.**

Landlord:

Tenant:

Pink Garter LLC

By: Dushy Muth

Its: Landlord

SRRC Eatery LLC

By: Mari

Its: Mekki Jaidi, Tenant

Commercial Lease Agreement
(Pink Garter, LLC/ Snake River Roasting Co.)

This Lease Agreement (the "Lease") is made and entered into to be effective as the date last signed below (the "Effective Date"), by and between Pink Garter, LLC a Wyoming limited liability company ("Landlord"), and Snake River Roasting CO, Eatery, a Wyoming liability company ("Tenant").

Recitals

Landlord is the owner of real property and improvements located at 50 W. Broadway, Jackson, WY, more particularly, Suite C comprised approximately of 2,234 sf on the ground floor (including mezzanine) and 684 sf in the basement (the "Leased Premises") within the approximately 22,726 sf of the building (the "Building") located at Lot 3 of Block 1 of the Wort Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County Clerk on June 19, 1913, as Plat No. 107, PIN: 22-41-16-33-1-01-004.

In consideration of the foregoing recitals, together with the covenants and agreements contained herein, the parties agree as follows:

- 1) **Lease of Leased Premises.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Leased Premises, on the terms and conditions set forth in this Lease.
- 2) **Term of Lease.** The term of this Lease shall be for One Month, beginning at noon MST on December 1st, 2021 and ending at noon MST on December 31st, 2021 (the "Term").
- 3) **Option to Renew.** So long as Tenant is not in default, it shall have the option to extend this lease ("Option to Renew") for 2 separate 5 years terms (each an "Extension Term") by giving Landlord written notice of the exercise of the option at least 120 days prior to the end of the then current Term or Extension Term.
- 4) **Rent and Payment.** Tenant agrees and covenants to pay to Landlord (the "Base Rent") [REDACTED] during the Term. The Base Rent shall be [REDACTED] per square foot of [REDACTED] square foot as operating expense for ground floor only (subject to adjustment), with the following conditions:
 - a. **Payment Terms.** All Rent payments shall be tendered in lawful United States currency, without any set-off or deduction whatsoever, made payable to Landlord, and delivered to Landlord at the mailing address set forth below, or at such other place as Landlord may designate in writing from time to time.
 - b. **Late Payment Charges.** If the Rent or any amount due under this Lease from Tenant is not received by Landlord within 5 business days after due, Tenant shall be in Default and shall pay Landlord a late charge of 5% of the of the overdue amount. Additionally, such amounts shall accrue interest at a rate of 12% per annum compounded monthly from the due date, and accrual of interest shall continue until the overdue payment, together with accrued interest and late charges, is paid. Acceptance of the late charge or interest together with the underlying overdue payment does not constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights under this Lease.
 - c. **Security Deposit.** A security deposit equal to the initial monthly Base Rent in the sum of [REDACTED] shall be deposited with the Landlord at the signing of this lease. This deposit shall be retained by the Landlord during the term of the Lease, as it may be extended, and shall be used by Landlord to guaranty the full performance of the terms of this Lease by Tenant as well as to repair damage to the Leased Premises, reasonable wear and tear excepted. In the event

Landlord has to apply any portion of the security deposit to fulfill Tenant's obligations, Tenant shall, within 10 days' notice from Landlord, replenish the security deposit to its initial amount, as often as necessary. Any balance shall be returned to the Tenant within 30 days of the termination or expiration of this Lease. No interest shall accrue on the deposit.

- d. **Last Month's Rent.** At the signing of this Lease, Tenant shall also deposit with Landlord, a sum equal to the last month's Base Rent including accelerators set forth below. The last month's rent is [REDACTED]
 - e. **Rent increases.** At the beginning of the second year of the Term, the Base Rent (which includes rent and operating expenses) shall be adjusted by multiplying the last Base Rent due by the greater of One Hundred and Three percent (103%).
 - f. **Additional Rent.** Tenant shall pay as rent ("Additional Rent") all costs, expenses, liabilities and amounts which Tenant is required to pay or reimburse under this Lease. Tenant's agreement to pay any type of Rent is an independent covenant with no right of set off, deduction or counterclaim of any kind.
- 5) **Personal Property Taxes.** Tenant shall be liable for taxes levied against its personal property, trade fixtures and other property placed by Tenant in the Leased Premises.
 - 6) **Taxes and Assessments.** Landlord shall pay all real estate taxes and assessments, and any other governmental charges, assessments or taxes pertaining to the Building during the Term of this Lease.
 - 7) **Utilities.** To the extent utilities are metered separately to the Leased Premises, Tenant shall establish and pay for all utility accounts in its name.
 - 8) **Insurance.**
 - a. Landlord shall maintain fire and extended "all risk" insurance coverage on the Building at its full replacement cost.
 - b. Tenant, at its cost shall insure Tenant's personal property located on the Leased Premises against loss or damage by fire or other casualties in the amount of its full insurable value.
 - c. Tenant, at its sole cost shall obtain commercial general liability insurance with respect to the Leased Premises and Tenant's activities in the Premises, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (b) naming Landlord, Pink Garter, LLC and The Skippy Boyer Limited Partnership, a Wyoming limited partnership, as an additional insured; (c) waiving the insurer's subrogation rights against the Landlord and their principals, members, employees, agents, insurers and attorneys (hereafter "Landlord Parties"); (d) providing Landlord with at least 30 days prior notice of modification, cancellation, material amendment, non-renewal or expiration; (e) expressly stating that Tenant's insurance will be provided on a primary and not contributory basis to Landlord's coverage. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Leased Premises and this Lease on a per location basis.
 - d. Within 3 business days of the Effective Date, Tenant shall provide Landlord with certificates of all insurance policies to be maintained by Tenant with evidence of payment of the premiums and shall provide copies or access to such copies of the actual policy upon demand by Landlord.
 - e. If Tenant does not obtain or maintain any of the insurance policies required under this section, Landlord has the right to declare a default, and/or obtain or maintain such policies on its own, and then charge all premium payments made by Landlord to Tenant as Additional Rent.
 - 9) **Use of Leased Premises.** The use of Leased Premises shall be restricted to those uses that are incidental or necessary to Tenant's operations as a Coffee Shop / Market/ Restaurant including selling and serving alcoholic beverages (including storage and associated office uses for such

use), or any other uses that may be accepted by Landlord in writing from time to time. Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, safe and proper manner. Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees, guests and invitees. Tenant shall not use or keep any substance or material in or about the Leased Premises that may vitiate or endanger the validity of the insurance on the Leased Premises or increase the hazard of the risk, or which may create a nuisance. In the event Tenant causes a nuisance or trespass upon or damages to the common areas of the building or any adjacent tenant or adjacent property, Landlord shall provide written notice to Tenant of such nuisance and Tenant shall have 7 business days to abate the nuisance. Should Tenant fail to abate the nuisance within such time, Landlord may declare a breach of this lease, or abate the problem and back charge Tenant with the actual costs, plus 30% to abate the problem. Notwithstanding the foregoing, if Tenant is reasonably proceeding to abate the nuisance, in the sole discretion of Landlord and such abatement will objectively take more than 7 business days to cure, Tenant shall be granted an additional 7 business days before Landlord may declare a breach.

- 10) **Smoking Prohibited.** Landlord does not allow, and Tenant agrees there shall be no smoking within the Leased Premises or the Common Areas. In the event a Tenant(s) is open with differing hours than other Tenants and the Common Areas are cleaned and subsequently, littered with cigarette butts, the Landlord is authorized to charge, as Additional Rent the Tenant(s) who were open during this period for the cost of cleaning the Common Areas of cigarette butts.
- 11) **Acceptance of Leased Premises.** Taking possession of Leased Premises by Tenant is conclusive evidence that Tenant accepts them as being in good and satisfactory condition when possession was taken. Tenant has inspected the Leased Premises and accepts the same in "as is" condition, without relying on any representations or warranties of Landlord.
- 12) **Subordination to Mortgage and Non-Disturbance.** This Lease shall be subordinate to any or other security instruments that may now or hereafter encumber the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof, on the condition that any lender secured by a mortgage or other security instrument agree not to disturb Tenant's occupancy pursuant to this Lease so long as Tenant has not breached its obligations under this Lease.
- 13) **Repair and Maintenance.** Tenant acknowledges that the Leased Premises are in good repair and working order.
 Tenant shall, at its sole expense, maintain the Leased Premises including, without limitation, all electrical, plumbing and mechanical systems from where they are stubbed into the demising wall (unless such utility line serves other areas in the Building, in that case, Landlord shall be responsible for such maintenance so long as the maintenance requirement was not caused by an act or omission of Tenant) in as good order and repair as it was as of the Effective Date, reasonable wear and tear excepted, subject to the provisions below.
 The costs of maintenance repair and replacement of joint utility lines shall be charged back to the Tenant(s) who benefit from such joint utility lines.
 Further, if any item under Landlord's general responsibility is damaged through the negligent acts or omissions of a Tenant, Tenant shall be responsible for that item's replacement, unless the same is covered by Landlord's insurance, in which case Tenant will pay any applicable deductible, but any replacement cost born by Tenant shall be amortized in straight line depreciation during the term of this Lease in accordance with IRS guidelines and regulations for the life of the item with Tenant paying its share during the Term of the Lease.
Electricity: Landlord is responsible from where the power enters the Building to the point of entry into the first breaker inside the Building. Thereafter, the Tenant(s) who benefit from the line shall share the costs of its maintenance and repair and replacement, which shall be carried out by the

Landlord and charged back to the Tenant(s) benefiting from the utility. In the case any replacement is necessitated by Tanat's negligence Tanat shall be responsible for that item's replacement unless the same is covered by Landlord's insurance, in which case Tenant will pay any applicable deductible. Any replacement cost borne by Tenant shall be amortized in straight line depreciation during the term of this Lease in accordance with IRS guidelines and regulations for the life of the item with Tenant paying its share during the Term of the Lease.

Water: Landlord is responsible from the tap/saddle in the main or trunk line to the point of entry into the riser room. Tenant is responsible for water line repair and, maintenance and replacement from the riser room to the Leased Premises and within. In the case any replacement is necessitated by Tanat's negligence Tanat shall be responsible for that item's replacement unless the same is covered by Landlord's insurance, in which case Tenant will pay any applicable deductible. Any replacement cost borne by Tenant shall be amortized in straight line depreciation during the term of this Lease in accordance with IRS guidelines and regulations for the life of the item with Tenant paying its share during the Term of the Lease.

Sewer: Landlord is responsible from the sewer main/trunk line to the point of entry into the Building. Thereafter, Tenant is responsible for the repair and, maintenance and replacement of the remainder of the Sewer Line which serve the Leased Premises. Tenant is responsible for grease trap maintenance if a grease trap is required by the Town of Jackson. Tenant shall be responsible for providing logs of grease trap maintenance and to provide copies of such logs to Landlord upon request. Tenant is also responsible for using bacteria additives to keep sewer lines maintained and diminish grease sediment. In the case any replacement is necessitated by Tanat's negligence Tanat shall be responsible for that item's replacement unless the same is covered by Landlord's insurance, in which case Tenant will pay any applicable deductible. Any replacement cost borne by Tenant shall be amortized in straight line depreciation during the term of this Lease in accordance with IRS guidelines and regulations for the life of the item with Tenant paying its share during the Term of the Lease.

HVAC: Landlord is responsible for HVAC maintenance, repair and replacement which shall be charged back to Tenant as a separate expense. HVAC maintenance includes without limitation, quarterly service of the HVAC system, winterizing of pipes, repair and service of utility lines for the HVAC system. Tenant acknowledges the HVAC system also services the adjacent unit. Both Tenants benefiting from the HVAC system are jointly responsible for its maintenance, repair and replacement. In the event an HVAC system needs to be replaced, Tenant shall pay for its replacement as a separate expense and the cost of such replacement shall be amortized in straight line depreciation in accordance with IRS guidelines and regulations for the life of the item with Tenant paying its share during the Term of the Lease. For the sake of clarity only, an item with a 20-year depreciable life, if Tenant had a 10-year lease, shall be paid one half by Tenant as a separate monthly expense, and one half by Landlord.

Sprinklers: Landlord is responsible from where the sprinkler line enters the building to the point of entry into a demising wall of a leased portion of the Building. Tenants are responsible from the point or entry of the demising wall and if more than one Tenant benefits from said sprinkler line, then the Tenants' benefiting from that sprinkler line, or any other joint utility line shall share the costs equally.

- 14) Landlord's Access.** Landlord and its representatives may enter the Leased Premises at any reasonable time after reasonable phone notice for the purpose of: a) making repairs, additions or alterations as Landlord deems necessary; b) posting notices of non-responsibility under mechanics' lien law; c) showing the Leased Premises for sale, lease or mortgage financing; or d) for any other

reasonable purposes. In the event of an emergency or to ensure compliance with the terms of the Lease and applicable laws, the notice requirement is waived but Landlord shall provide notice of entry after the fact to the Tenant as soon as reasonably practicable to do so.

15) Alterations.

- a. **Landlord.** Landlord shall have the right to make such improvements, additions, repairs or alterations as it may deem necessary or proper for the safety, improvement or preservation of the Leased Premises. Tenant waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.
- b. **Tenant.** Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of Landlord, and all additions or improvements, which are not trade fixtures, made by Tenant shall be deemed a part of Leased Premises and shall remain upon and be surrendered with the Leased Premises at the termination hereof by lapse of time or otherwise unless otherwise stated in writing by Landlord at the time the improvements were authorized by Landlord or as provided in this Lease. In that event, Tenant shall remove such improvements and restore the Leased Premises to the condition which existed at the beginning of the Term. Further, Landlord may condition the approval of any improvements upon Tenant being responsible for the removal of such improvement and repair of any damage arising from such removal. Following written consent of the Landlord to any alteration or improvements to the Leased Premises, Tenant shall be responsible for obtaining all necessary building permits and governmental approvals at Tenant's sole cost. Landlord shall be notified of any change in plans from what Landlord approved, shall have a right of inspection during such construction to ensure compliance with such plans and shall be given a copy of any final inspection certificates or certificates of occupancy approved or issued by the Town of Jackson. All contracts for alterations or improvements shall contain a provision waiving the contractor's right to claim a mechanic's lien against the Leased Premises and all work performed by or for Tenant shall be by a licensed contractor subject to Landlord's advance written consent which shall not be unreasonably withheld.

- 16) Displays.** Tenant shall not display anything which Landlord may reasonably consider obscene or lewd within the windows or doors of the Leased Premises. Tenant is free from such restrictions within the Leased Premises so long as such obscene or lewd material cannot be easily or readily viewed from outside the windows or doors to the Leased Premises.

- 17) Assignment Sublease and Mortgage by Tenant.** Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises in any way or permit the use of any part thereof by any subtenant, licensee or concessionaire. In the event Tenant violates this section, Tenant shall nevertheless remain liable for the performance of all the terms of this Lease. This Lease shall not be assignable incident to a divorce.

- 18) Signs.** Upon the prior written approval of Landlord, Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises subject to the Town of Jackson LDRs.

- 19) Trade Fixtures.** Trade fixtures installed by Tenant in the Leased Premises shall remain the property of Tenant and may be removable at any time by it on or before the termination hereof by lapse of time or otherwise subject to the restrictions below. However, Tenant shall be responsible for fixing and restoring any damage done to the Leased Premises by the removal of any trade fixture. Lighting fixtures, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination hereof, and shall become the sole property of Landlord.

- 20) Tenant's Covenants.** Tenant covenants that it shall:

- a. Comply with all laws, orders, regulations, rules, ordinances and covenants of any governmental body having jurisdiction over the Leased Premises;
- b. Give to Landlord prompt written notice of any accident, fire defect, or damage occurring on or to the Leased Premises;
- c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures;
- d. Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors and insects, vermin, pets, pests or nuisances;
- e. Do all things reasonably possible to prevent the filing of any mechanics' or other liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any lien is filed against the Leased Premises, Tenant shall either cause it to be discharged within 20 days after the date of the filing, or if Tenant, in its discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant fails to discharge such lien within such period, or fails to furnish adequate security, then in addition to any other right of remedy of Landlord, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed or by procuring the discharge of such lien by obtaining security or in any other manner available to Landlord and such costs, including Landlord's attorney fees, shall be considered Additional Rent. Nothing in this section shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the Leased Premises to liability under any mechanics' or other lien law;
- f. Repay Landlord, as Additional Rent, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Lease, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith;
- g. Not permit anyone other than employees, agents, servants and business invitees to remain in or loiter upon the Leased Premises;
- h. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord.
- i. Not do or allow anything objectionable to the insurance companies insuring the Leased Premises, which would void or suspend those insurance policies, or be rated as a more hazardous risk than at the date when Tenant receives possession. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay to Landlord as Additional Rent its pro rata portion any increase in insurance premiums;
- j. Permit waste upon the Leased Premises or any other nuisance which shall be defined as the unreasonable permitting any objectionable or unpleasant odors to emanate from the Leased Premises or take any other action which in the exclusive judgment of the Landlord would constitute a nuisance or disturb or endanger other tenants, employees of tenants, agents, servants, customers, or other invitees of the Building or unreasonably interfere with their use of their respective premises, or do anything which would tend to injure the reputation of the building.
- k. Pay all pro rata (based on rentable square footage) property taxes (9.8 %) to Landlord within 30 days of written demand of the same.

21) Landlord's Covenants of Quiet Enjoyment. Landlord covenants that Tenant, upon paying the Rent and performing the Tenant's covenants, shall peacefully and quietly have, hold and enjoy the Leased Premises during the Term, unless specifically provided to the contrary herein.

- 22) Sale of Leased Premises.** Tenant agrees that Landlord is free to sell the Leased Premises during the Term. If Landlord intends to sell and/or market the Leased Premises for sale, it shall give Tenant good faith notice of such intention as early as possible (preferably before a sales contract is actually signed). If a contract for the sale of Leased Premises is entered into by Landlord and a buyer during the Term, Landlord shall contemporaneously with the execution of that sales contract notify Tenant that the Leased Premises are under contract for sale. Any such sale shall be subject to this Lease as amended or extended which shall remain in full force and effect.
- 23) Payment After Termination.** Should tenant hold possession of the Leased Premises after the expiration of the Term, with the consent of the Landlord, Tenant shall become a month to month tenant on all terms of this Lease and the Base Rent during any such period shall be 150% of the last Base Rent.
- 24) Surrender of Leased Premises.** Upon the termination of this Lease or termination of possession, Tenant shall surrender the Leased Premises to Landlord in as good a condition as at the beginning of the Term, reasonable wear and tear excepted, together with all improvements (unless approval of such improvements was conditioned upon removal by Tenant) that may have been made during the Term other than trade fixtures, which may be removed by Tenant subject to the restrictions above. Notwithstanding any other provision to the contrary in this Lease, any personal property, or trade fixtures, other than lighting fixtures remaining in the Leased Premises following the expiration or termination hereof shall be deemed to be the property of Landlord and may be disposed of by the Landlord in its sole discretion without liability to the Tenant. Landlord may also charge Tenant all reasonable costs and expenses incurred in removing Tenant's abandoned personal property and trade fixtures from the Premises and such costs shall be considered Additional Rent.
- 25) Damage or Destruction to Leased Premises.** So long as insurance proceeds related to any claim for damage are available, if the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's agents, visitors, licensees, invitees or sub-tenants, and the Leased Premises are not thereby rendered untenable in whole or in part, Landlord shall cause such damage to be repaired, and Landlord's out-of-pocket costs, including deductibles, shall be Additional Rent, and the Rent shall not be abated. If, by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, so long as insurance proceeds are available, Landlord shall promptly cause the damage to be repaired and the Rent, during such period of repair, shall be abated proportionately to the portion of Leased Premises rendered untenable but Landlord's out-of-pocket costs of repair, including deductibles, shall be considered Additional Rent. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenable and cannot be repaired within 6 months of the occurrence of the event, Landlord shall, at its option, either: (i) so long as insurance proceeds are available, cause such damage to be repaired at its expense and the Rent, during such period of repair, shall be abated in whole but there shall be no extension of the term of this Lease as a result of such abatement; or (ii) declare the balance of the Term hereof to be null and void and terminate the Lease. If any such damage or destruction occurring to the Leased Premises, whether partial or complete, shall occur as the result of the fault or any negligence or intentional acts of Tenant or Tenant's employees, guests, invitees, agents, licensees or sub-tenants, there shall be no apportionment or abatement of Rent during the Term hereof, Tenant shall be solely responsible for restoring the Leased Premises, and termination of this Lease shall be at the discretion of the Landlord.
- 26) Tenant's Property.** Landlord shall not be liable for any damage or loss to property of Tenant or of others located on the Leased Premises by theft or otherwise. Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. Landlord shall not be liable for any latent defect in the Leased Premises. All property of Tenant or its subtenants

kept or stored on the Leased Premises is done so at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord.

27) Default by Tenant.

- a. Failure to pay Base Rent, or any other sum due under this lease or failure to abide by any terms of this lease which failure continues for 5 business days from the when such payment or action was required constitutes a Default. Abandonment of the Leased Premises, the filing of a petition for bankruptcy, or appointment of a receiver, or failure to observe or perform any of the other terms of this Lease for a period of 20 days after written notice (or up to 30 days so long as such cure cannot be reasonably cured within such 20 days and Tenant has promptly commenced cure and proceeded with such cure) of such failure constitutes a Default. In the event of a Default, Landlord may (i) terminate this lease or (ii) re-enter the Leased Premises and take possession of the Leased Premises without termination. In either event, Tenant shall immediately vacate the Leased Premises and deliver possession to Landlord. Both remedies of Landlord may be taken with or without legal proceedings, using such force as may be necessary. Further, Landlord has the right to remove from the Leased Premises any of Tenant's personal property without liability for breach of the covenants of this Lease, and without being guilty of trespass or forcible entry and detainer.
- b. If Landlord Terminates the Lease, it may remove Tenant and its Property from the Leased Premises without liability. Tenant shall remain liable for all Rent and Additional Rent, and other amounts due under the Lease until Landlord can lease the Leased Premises to another Tenant of Landlord's choosing at such rental and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Landlord shall take all necessary and reasonable actions to find another Tenant in order to fulfill its duty to mitigate its damages, if any. All amounts due under the Lease shall be due and payable by Tenant to Landlord at the time proscribed by the Lease, and shall accrue interest as set forth in this Lease, less any mitigated damages.
- c. If Landlord elects not to terminate and to re-enter the premises, no such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach and the provisions of Section (b) shall apply. Landlord, after taking possession, may re-lease the Leased Premises for such time and on such reasonable terms as Landlord, in its sole reasonable discretion, shall determine. Landlord shall take all necessary and reasonable actions to find another Tenant in order to fulfill its duty to mitigate its damages, if any. Any proceeds from re-leasing the Leased Premises shall first be applied to the expenses of re-letting, including redecoration, repair, alteration, advertisement, brokerage, legal, and other reasonably necessary expenses and Tenant shall pay to Landlord all such expenses as Additional Rent. If the proceeds from re-leasing are, after payment of expenses, insufficient to pay the full amount of Base Rent, and Additional Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly on demand as it becomes due.
- d. All of Landlord's remedies under this Lease are non-exclusive and shall be in addition to all other remedies Landlord may have at law or Equity. Waiver by Landlord of any breach of this Lease shall be effective only if it is in writing, and shall not be deemed a waiver of any other breach, or subsequent breach of the same obligation. Landlord's acceptance of any payment by Tenant does not constitute a waiver of any breach by the Tenant and if the acceptance occurs after Landlord's notice of Termination or of Tenant's right to possession, the acceptance shall not

affect the termination or reinstate Tenant's right to possession.

- 33) **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of an amount less than the amount due and no endorsement or statement on any check or letter accompanying a check shall be deemed an accord and satisfaction and Landlord may accept such check without prejudice to Landlord's rights to recover the balance due or to pursue any other remedy of this Lease.
- 34) **Involuntary Assignment and Bankruptcy.** Neither the Lease, nor the Leasehold estate shall be subject to involuntary assignment, transfer or sale, or to assignment or sale by operation of law in any manner (except through testate or intestate succession) and any such attempt shall be void and of no effect. Further and without limiting the foregoing, if Tenant files or is subject to bankruptcy filings, is deemed insolvent or makes an assignment for the benefit of creditors, has a receiver appointed and any of the foregoing are not dismissed, discharged or overturned within 20 days, the above shall constitute a breach of this Lease and at the election of the Landlord, Landlord may terminate this lease and all rights of the Tenant hereunder and any person or entity claiming by or through the Tenant.
- 35) **Waiver of Breach.** The waiver by Landlord or Tenant of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of item or any subsequent breach of the same or any other item. None of the terms, covenants or conditions hereof can be waived without the written consent of the Landlord.
- 36) **Attorneys' Fees.** In the event a lawsuit, mediation, or arbitration is brought to enforce the terms and conditions of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs and both parties agree that they ask the judge, mediator, or arbitrator "which party is the prevailing party" to such lawsuit.
- 37) **Indemnification.** Tenant shall indemnify Landlord and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and areas, or the occupancy or use of Leased Premises by Tenant or its sub-tenants, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, invitees, and guests.
- 38) **Notices.** Notices required to be given to the parties to this Lease shall be transmitted by one of the following methods: email; hand delivery; fax; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when sent via email or fax, when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Irrespective of the method of notice selected, notice shall also be given via email.

To Landlord:

Pink Garter, LLC
Att: Dudley Miller
PO Box 189
Mexico, MO, 65265
barb@mexicoheating.com
pinkgarterjh@gmail.com

To Tenant:

SRRC Eatery
Att: Mekki Jadi
PO Box 12526
Jackson, WY 83001

39) Entire Agreement. This Lease contains the entire agreement of the parties on the subject matters dealt with herein and supersedes all prior and contemporaneous agreements and understandings of the parties. Unless set forth in this Lease, no representations, warranties, covenants, contracts, promises or undertakings shall have been made by any party.

40) Miscellaneous.

- a. Time is of the essence.
- b. No partnership or joint venture is created by this Lease. Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.
- c. Paragraph headings in this Lease are for convenience only and are not to be construed as a part hereof or in any way defining, limiting, or amplifying the provisions hereof. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. Landlord and Tenant agree that if any term, covenant, or condition of this Lease is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or conditions shall in no way affect any other term, covenant, or condition of this Lease.
- d. All the terms of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, permitted successors, permitted assigns and legal representatives.
- e. This Lease shall be construed and enforced in accordance with and pursuant to governing Wyoming law.
- f. Tenant may not set off against Rent or Additional Rent, or other sums due any claims that Tenant has or thinks it has against Landlord.
- g. This Lease may be executed in multiple counterparts, each of which will be deemed an original but all of which counterparts collectively shall constitute one document. Signatures may be exchanged by fax, or scan and email, which signatures shall be accepted and binding as originals.
- h. Tenant shall at any time upon not less than 5 days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification) and the date to which the Rent and other charges are paid in advance, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such default if any. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the Leased Premises. Failure to provide such certificate shall constitute a material breach of this Lease.
- i. The parties agree that the venue of any action filed relating to this Lease shall be in the District Court of Teton County, Wyoming, Ninth Judicial District, except that any action for forcible detainer shall be in the Circuit Court of Teton, County, Wyoming; and further provided that if Landlord should bring an action under the forcible detainer law, **Tenant agrees that demand for a jury trial would have the effect of creating an unnecessary delay in taking advantage of what is intended to be a summary proceeding and, accordingly, as a material consideration for Landlord's agreement to enter into this Lease, Tenant hereby waives any jury trial and agrees that it will not demand a trial by jury in such event.**
- j. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms hereof, then performance of such act shall be excused for the period of the delay and the period

for the performance of any such act shall be extended for a period equivalent to the period of such delay.

- k. No amendment or modification hereof shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution hereof.
- l. To the extent permitted by law, Tenant waives any claims it may have against Landlord for business interruption, and any other consequential or exemplary damages.
- 41) **Assignment by Landlord.** Landlord may, in its sole discretion assign this lease subject to the terms and conditions of this Lease which shall remain in full force and effect.
- 42) **No Reservation of Option.** Submission of this instrument for review or signature by Tenant does not constitute an offer or option for lease and is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.
- 43) **Binding Effect.** This Lease shall be binding as of the Effective Date.
- 44) **Ground Floor outdoor seating:** Courtyard space of 500 sf, and the ground floor outdoor space in the front of the building adjacent to Broadway of 175 sf, each for use as outdoor seating depicted in the attached floor plan "A". Tenant shall have exclusive use of outdoor space as long as the tenant keeps the courtyard and front Broadway maintained and cleaned from any debris, trash, cigarette butts, etc. This exclusive right can be revoked at any time for any reason at Landlord's discretion.
- 45) **Right of First Refusal.** Landlord hereby grants to Tenant the right of first refusal to lease the additional retail/commercial space of current Whisky Barber shop directly adjacent to the Tenants kitchen space if that becomes available to rent in the Pink Garter Plaza during the term of this lease, which shall include renewal periods. Tenant has the right to match Landlord's asking price, and terms to be negotiated between Tenant and Landlord at the time of that space becoming available.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord:

Dudley Miller
Pink Garter, LLC
By: Dudley MILLER
Its: PINK GARTER LLC
Dated: 11-02-2021

Tenant:

DocuSigned by:
Mekki Jaidi
By: Mekki Jaidi
Its: Owner
Dated: 12/17/2021

PERSONAL GUARANTY

In consideration for Landlord's entry into that certain lease dated 12/17/2021, 2021, between Pink Garter, LLC, a Wyoming limited liability company, ("Landlord"), Illamar, LLC, a Wyoming limited liability, ("Tenant"), for the premises known as Suite ____ C ____, 50 W. Broadway, Jackson, Wyoming (the "Lease"), the undersigned (hereinafter the "Guarantor"), hereby unconditionally guaranties the full payment by Tenant to Landlord, its successors and assigns, of the "Rent", "Operating Expenses" and "Additional Rent" as defined in the Lease and all other sums to become due under the Lease, and the faithful performance by Tenant of all terms, covenants, and conditions of the Lease. This is a continuing guaranty and shall terminate upon payment by Tenant of all sums under the Lease and upon performance by Tenant of all its duties and obligations under the Lease.

Guarantor further consents that it shall not be necessary for Landlord, in order to enforce this guaranty, to institute suit or exhaust its legal remedies against Tenant, or apply or exhaust any security held by Landlord to secure Tenant's performance under the Lease. This guaranty may be immediately enforced upon any Default (as defined in the Lease) by Tenant under the Lease.

If a bankruptcy petition should at any time be filed by or against the Tenant, this shall not affect Guarantor's obligations. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then Guarantor's obligation will remain as an obligation to Landlord and will not be considered as having been extinguished. In the event that, pursuant to the Bankruptcy Code or any judgment, order or decision thereunder, Landlord must rescind or restore any payment, or any part thereof, received by Landlord in satisfaction of the obligations under the Lease (including pursuant to any settlement entered into by Landlord in its discretion), all obligations under this Guaranty shall be reinstated as though such payment had been due but not made at such time and remain in full force and effect and any prior release or discharge from the terms of this Guaranty given to Guarantor shall be without effect. It is the intention of Landlord and Guarantor that Guarantor's obligations hereunder shall not be discharged except by its performance of such obligations and then only to the extent of such performance.

Guarantor agrees to pay, in addition to all sums that may become due under the Lease, all reasonable attorney fees and costs and expenses of enforcement of the Lease and this guaranty. This guaranty is entered into and requires performance at Jackson, Wyoming. All proceedings with respect to this guaranty shall be commenced only in Teton County, Wyoming.

This guaranty shall inure to the benefit of and be binding upon the parties and their respective heirs, beneficiaries, legal representatives, successors, and assigns; provided that, notwithstanding the foregoing, the death or legal incapacity of Guarantor shall not operate to cause the guaranteed obligations to be a fully matured, payable debt if the representative or legal guardian of Guarantor or Guarantor's estate shall provide a substitute guarantor of the guaranteed obligations reasonably acceptable to the sole satisfaction of Landlord within sixty (60) days of such death or legal incapacity.

This guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Lease. This guaranty shall not be released, extinguished, modified or in any

way affected by failure on the part of Landlord to enforce any or all of the rights or remedies of Landlord, whether pursuant to the terms of the Lease or at law or in equity.

Guarantor hereby waives notice of any default by Tenant in the payment of any of the rental or other sums or performance by Tenant of the terms, covenants, and conditions of the Lease. Guarantor consents that Landlord may from time to time extend the time for performance or otherwise modify, alter or change the Lease and any of its provisions and may extend the time for payment of the rental and all other sums hereby guaranteed and may receive and accept notes, checks, and other instruments for the payment of money made by Tenant and extensions and renewals thereon without in any way releasing or discharging Guarantors from the obligations under this guaranty. Notice of presentment of any such note or notes and/or notice of default in the payment thereof at maturity and/or protest or notice of protest thereof is explicitly waived.

Guarantor agrees to pay, in addition to all sums that may become due under the Lease, all attorney fees and costs and expenses of enforcement of the Lease and this guaranty. This guaranty is entered into and requires performance at Jackson, Wyoming. All proceedings with respect to this guaranty shall be commenced only in Teton County, Wyoming.

DocuSigned by:

Mekki Jaidi

Printed Name Mekki Jaidi

Date: 12/17/2021



Executed or not, the project drawings herein are instruments of professional service, shall remain property of Vera Iconica Architecture and its consultants, shall not be used for marketing purposes, and shall not be reproduced without written consent for the completion of this project by others, this project in a different location, additions to this project, or for other projects. No changes shall be made, except by Vera Iconica Architecture.

Snake River Roasting

50 West Broadway
Jackson, WY 83001

V VERA ICONICA
ARCHITECTURE

ARCHITECT:
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115 East Pearl Avenue
PO Box 4793
Jackson, WY 83001

t: 307-201-1642
e: info@veraiconicaarchitecture.com

CLIENT:
MEKKI JAIDI
PO BOX 12526
JACKSON, WY 83002

t: 307-690-4790
e: mj@outpostjh.com

DOCUMENTATION SETS

	02 / 01 / 22	FINISH UPDATE
CD	01 / 21 / 22	CD SET
DD	12 / 15 / 21	DD SET
SD	12 / 2 / 21	SD SET

MARK DATE DESCRIPTION

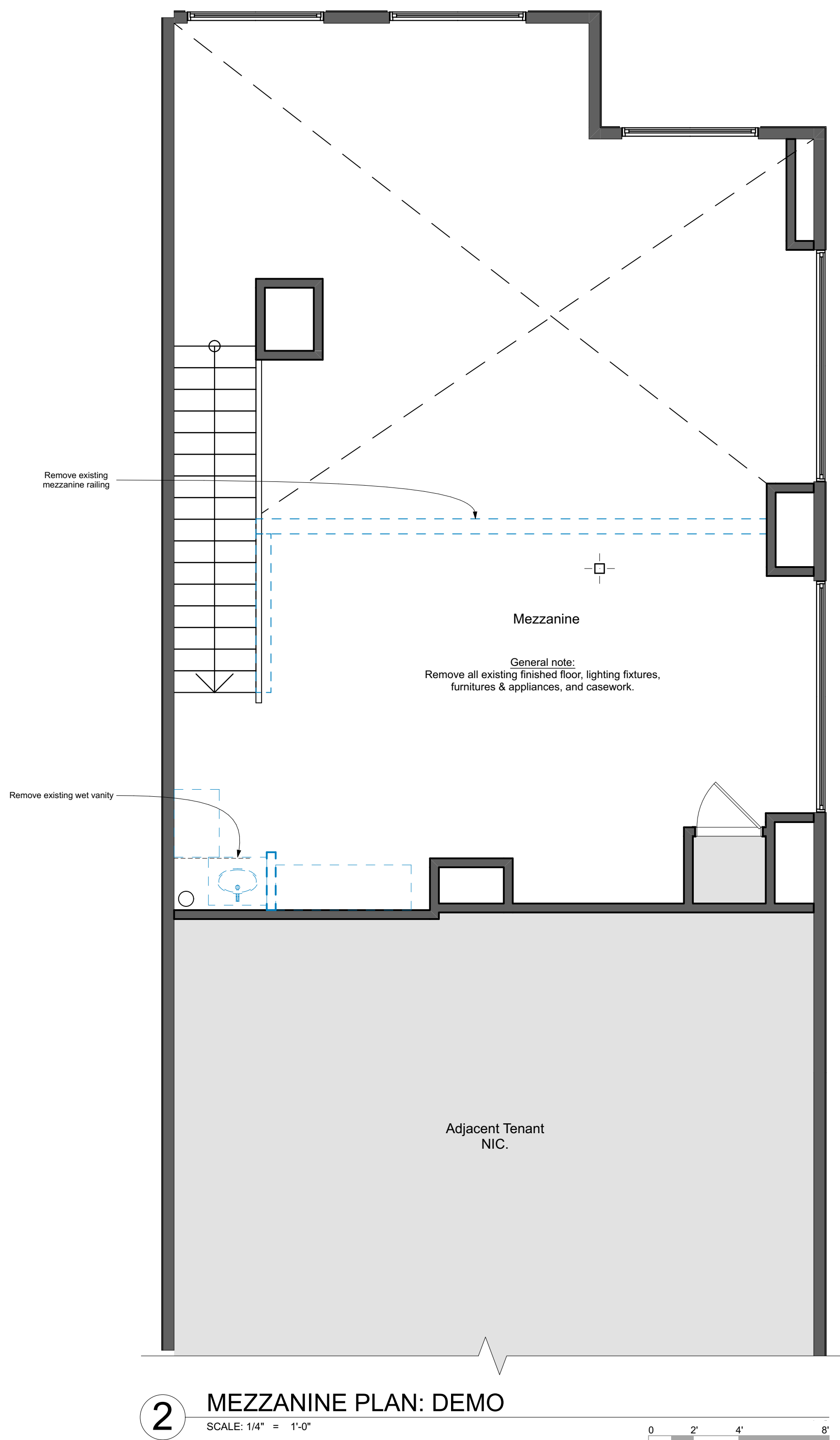
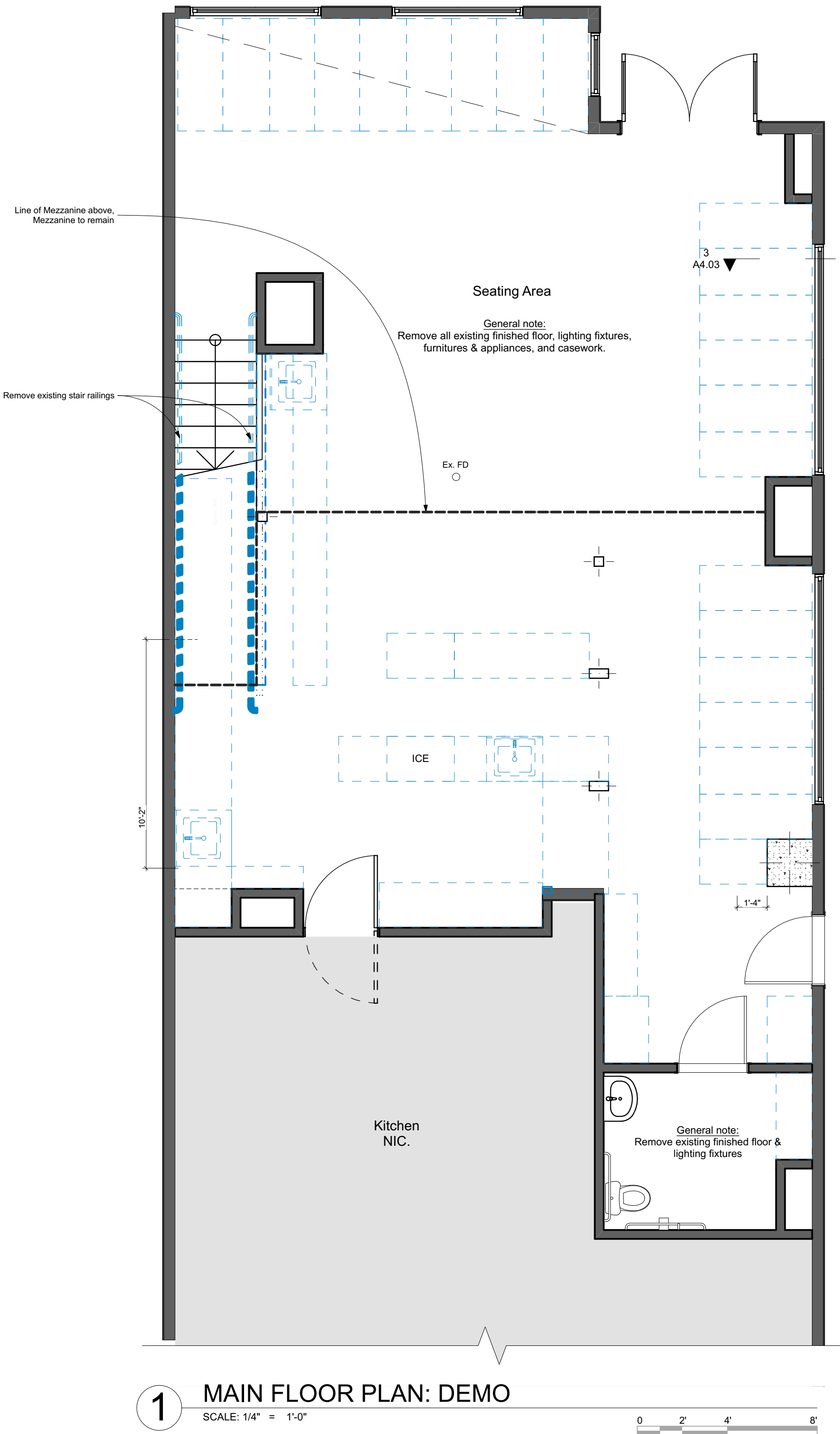
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COVER SHEET

G0.00

Blkcloud: Vera Iconica - BIMcloud Basic for ARCHICAD 23Jaidi Snake River Roasting - Tuesday, February 1, 2022 4:53 AM



DEMO PLAN NOTES

01. The scope of the demolition and removal work shall not be limited to that indicated on the drawing but also include all work that may be required to facilitate the execution of the new work shown on the drawings.
02. The contractor shall thoroughly inspect the premises in order to verify actual conditions and the full scope of the work. Review and probe any building infrastructure prior to demolition and notify in writing to architect of any unforeseen complications.
03. The GC/CM shall protect the existing work to remain, and if damaged, restore to look like existing work.
04. The GC/CM shall be responsible for all bracing of existing work as required.
05. The GC/CM shall properly remove, relocate, disconnect, cap all piping, conduit, and wiring to the point of concealment where appropriate to the execution of the new work shown on the drawings.
06. If any asbestos is found, an asbestos test shall be done before permitting to be removed by a licensed contractor.
07. If the extent of demolition affects fireproofing of structural members, repairs and patching should be done with materials and methods compatible with and matching original work.

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SNAKE RIVER ROASTING

50 WEST BROADWAY
JACKSON, WY 83001

V VERA ICONICA
ARCHITECTURE

ARCHITECT:
Vera Iconica Architecture
115 East Pearl Avenue
PO Box 4793
Jackson, WY 83001

t: 307-201-1642
e: info@veraiconicaarchitecture.com

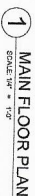
CLIENT:
MEKKI JAIDI
PO BOX 12526
JACKSON, WY 83002

t: 307-690-4790
e: mj@outpostjh.com

DOCUMENTATION SETS		
	02 / 01 / 22	FINISH UPDATE
CD	01 / 21 / 22	CD SET
DD	12 / 15 / 21	DD SET
SD	12 / 2 / 21	SD SET
MARK	DATE	DESCRIPTION
PROJECT NO: PROJECT NUMBER		
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SHEET TITLE		
FLOOR PLANS: DEMO		
D1.01		



1. Firmware is written for design and planning purposes, and is not included in contract.
2. UFR Ground Per N.E.C. 250.50 (c) to be used by electrical subcontractor.
3. Mount all electrical surface 1/2" A/F, unless otherwise stated. Oval cut over color to match equipment wall.

[illegible][illegible]

**SNAKE RIVER
ROASTING**

V
VERA ICONICA
ARCHITECTURAE

CLIENT:
MEKKI JAIDI
PO BOX 12526
JACKSON, WY 83002

t 307-690-4700
e: mj@outpostsh.com

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FLOOR PLANS & SCHEDULES

A1.01

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020

Phone 307-777-7311

Website: <https://sos.wyo.gov> · Email: business@wyo.gov

Filing Information



Please note that this form **CANNOT** be submitted in place of your Annual Report.

Name **SRRC Eatery LLC**

Filing ID **2021-001062921**

Type Limited Liability Company

Status

Active

General Information

Old Name

Fictitious Name

Sub Status

Current

Standing - Tax

Good

Standing - RA

Good

Standing - Other

Good

Sub Type

Formed in Wyoming

Filing Date

12/21/2021 3:07 PM

Term of Duration Perpetual

Delayed Effective Date

Inactive Date

Principal Address

50 W Broadway
Jackson, WY 83001

Mailing Address

PO Box 15075
Jackson, WY 83002

Registered Agent Address

Mountain Business Center, LLC

Jackson, WY 83001

Parties

Type Name / Organization / Address

Organizer Mountain Business Center, LLC PO Box 12200, Jackson, WY 83002

Notes

Date Recorded By Note

Annual Report History

Num Status Date Year Tax

Amendment History

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **SRRC Eatery LLC**

Filing ID **2021-001062921**

Type Limited Liability Company

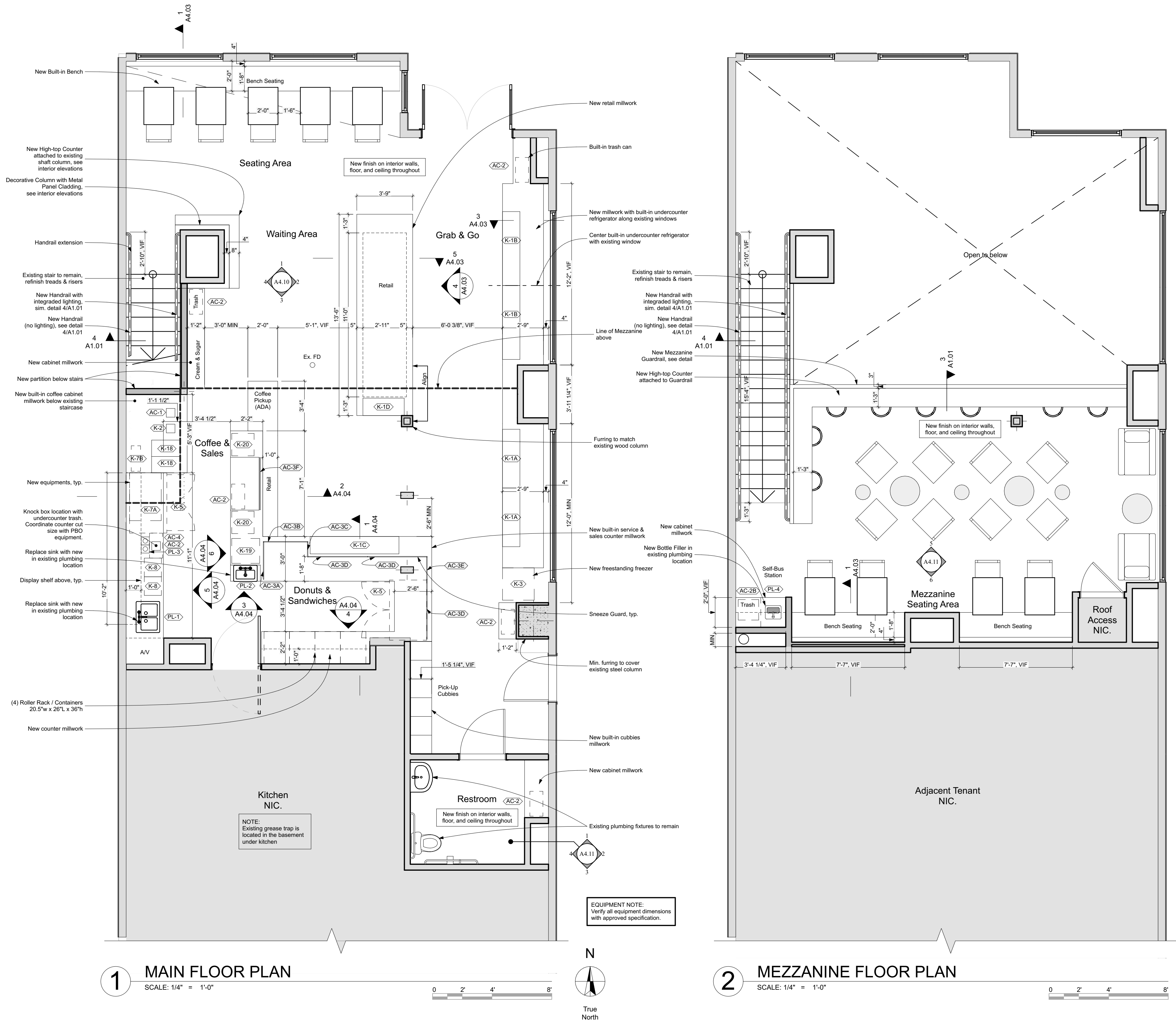
Status

Active

ID	Description	Date
See Filing ID	Initial Filing	12/21/2021

FLOOR PLAN NOTES

1. Furniture is shown for design and planning purposes, and is not included in contract.
2. UFER Ground Per N.E.C. 250.50 (c) to be sized by electrical subcontractor.
3. Mount all electrical outlets 15" AFF, unless otherwise stated. Outlet cover color to match adjacent wall.



EQUIPMENT SCHEDULE						
Related Zone Name	Description	Number	Manufacturer	Model Number	Finish/Color	Notes/Remarks
Main Floor						
	Refrigerated Self-Service Undercounter	K-1B	Structural Concepts, Oasis	CO53R-UC		See Cabinetry Notes for Finishes
Main Floor - Under Mezzanine						
	Refrigerated Self-Service Undercounter	K-1A	Structural Concepts, Oasis	CO43R-UC		See Cabinetry Notes for Finishes
	Refrigerated Self-Service Undercounter	K-1C	Structural Concepts, Oasis	CO6324R-UC		See Cabinetry Notes for Finishes
	Refrigerated Self-Service Undercounter	K-1D	Structural Concepts, Oasis	CO3324R-UC		See Cabinetry Notes for Finishes
	Drip Brew Grinder	K-2				Provided by Owner
	Free-Standing Self-Service Freezer	K-3	OskarTek	Vision II, VII6314 H60		Custom base color finish: Black
	Undercounter Refrigerator	K-5	True	TUC-48-ADA-HC		
	Espresso Cappuccino Machine	K-7A	La Marzocco	GB5 S 3 Group AV		Provide drain lines as required, Provided by Owner
	Water Filtration for Espresso Machine	K-7B	3M Purification	HP Reverse Osmosis System, SGHP RO-EXP Storage Tank, 2.5 Gallon RO Tank-Metal, 55984-05		Provide drain lines as required, Provided by Owner
	Grinder	K-8	La Marzocco	Swift		Provided by Owner
	Coffee Thermal Dispenser and Server	K-18	Fetco	Extractor V+ Series, CBS-1151V+, Dispenser: 1.5 Gallon Luxus Thermal Dispenser, #D449 L4D-12		Provided by Owner
	Undercounter Ice Machine	K-19	Manitowoc	Neo, UDE-0065A		
	POS	K-20	TBD	TBD		Provided by Owner

Equipment Schedule Note:
GC/CM to coordinate with Owner/Owner's GM on additional equipments required in the Kitchen (extra brewers, grinders, etc.). Additionally, Owner/GM/Chefs to coordinate, order & specify an countertop heated food storage case.

ACCESSORIES SCHEDULE						
Room Name	Description	Number	Manufacturer	Model Number	Finish/Color	Notes/Remarks
Main Floor						
	Built-in Trash Can	AC-2	Carlisle	34201523		
Main Floor - Under Mezzanine						
	Blender	AC-1	Blendtec	Connoisseur 825		
	Built-in Trash Can	AC-2	Carlisle	34201523		
	Sneeze Guard	AC-3A	Glass Divider	C107, Clear 1/4" Tempered Glass, Size: 26.5"H x 30"W, Saddle Mounting, Accessories: 90 degree connector		Or equal
	Sneeze Guard	AC-3B	Glass Divider	C107, Clear 1/4" Tempered Glass, Size: 26.5"H x 36"W, Saddle Mounting, Accessories: 90 degree connector		Or equal
	Sneeze Guard	AC-3C	Glass Divider	C107, Clear 1/4" Tempered Glass, Size: 26.5"H x 12"W, Saddle Mounting, Accessories: 90 degree connector		Or equal
	Sneeze Guard	AC-3D	Glass Divider	C107, Clear 1/4" Tempered Glass, Size: 26.5"H x 48"W, Saddle Mounting, Accessories: 90 degree connector		Or equal
	Sneeze Guard	AC-3E	Glass Divider	C107, Clear 1/4" Tempered Glass, Size: 26.5"H x 18"W, Saddle Mounting, Accessories: 90 degree connector		Or equal
	Sneeze Guard	AC-3F	Glass Divider	C107, Clear 1/4" Tempered Glass, Size: 26.5"H x 42"W, Saddle Mounting		Or equal
	Knock Box	AC-4	Krome USA	C884		Provided by Owner. Coordinate dimension for counter cut with purchased equipment

Mezzanine						
	Built-in Trash Can	AC-2B	Continental	25 G Swingline Square		
Restroom						
	Built-in Trash Can	AC-2	Carlisle	34201523		
PLUMBING FIXTURES SCHEDULE						
Room Name	Description	Number	Manufacturer	Model Number	Finish/Color	Notes/Remarks
Main Floor - Under Mezzanine						
	Undermount Two-Compartment Sinks	PL-1	Eagle Group	SR10-14-9.5-2, Faucet: #301248, Bottom-Mount Kit: #362188		
	Undercounter Hand Sink, One-Compartment	PL-2	Eagle Group	SR10-14-5-1, Faucet: #300490, Bottom-Mount Kit: 362188		
	Surface Mount Glass Rinser	PL-3	Regency	600BDR6SR		Provided by Owner
Mezzanine						
	Deck Mounted Water Bottle Filler w/ Drip Pan & Water Filtration Kit	PL-4	T&S Brass & Bronze Works	Filler & Pan: B-1230-12; Filtration Kit: B-WFK		

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Snake River Roasting

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SHEET TITLE

FLOOR PLANS & SCHEDULES

A1.01

STAFF REPORT



Meeting Date:	April 18, 2022	Meeting Title:	Regular Meeting
Submitting Department:	Town Clerk's Office	Presenter:	Lynsey Lenamond
Agenda Item:	New Restaurant Liquor License Application for Just Juice LLC dba Kalu	Public Comment:	Yes

Purpose & Policy Considerations.

Consideration of an application for a new restaurant liquor license. The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson.

It is a statutory requirement for the Mayor to OPEN A PUBLIC HEARING on the issuance of liquor licenses. In accordance with our notice, and per Wyoming Statute, protests will be heard against the issuance during this hearing. Additionally, staff presentation, public comment, and Council discussion will take place during this hearing. The procedure is as follows:

1. Mayor Morton Levinson opens the public hearing.
2. Mayor Morton Levinson asks for the staff presentation on the application.
3. Mayor Morton Levinson calls for any and all public comment.
4. Council discusses the application.
5. Mayor Morton Levinson calls for a motion on the application and the vote on the motion.
6. Mayor Morton Levinson closes the public hearing.

Requested Action.

To consider statutory findings for approving and issuing a new restaurant liquor license.

Recommendations.

Staff recommends approval of the application.

Background.

On March 28, 2022 the Clerk's office received an application from Just Juice LLC for a new Restaurant liquor license at 140 N. Cache Street. The application was distributed according to Town procedure to relevant Town and Joint departments for review and comment. The Wyoming Liquor Division has certified the application as complete.

If Council approves the license, the approval will include a dispensing area on the first floor, and an additional dispensing area on the second floor. Two dispensing areas will allow for more fluid service for staff, as there will be guest seating on two levels.

Analysis.

The Town Council should consider the following from Wyoming Statute (W.S.) 12-4-104(b) regarding the issuance of a liquor license:

(b) A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;

- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

Possible Alternatives.

The public hearing must be conducted or at least opened at this Council meeting. Alternatives to that include:

1. Continue the public hearing to gain further public comment or information on issues related to the findings.
2. Approve the Application.
3. Deny the application.
4. Postpone action to the next regular meeting.

Comprehensive Plan & Priority Alignment.

This application relates to the Comprehensive Plan Policy 8.1.a, the delivery of quality levels of service to the community. It also relates to the health, safety and welfare of the community as discussed in section 8.

Fiscal Impact.

The annual fee for a Restaurant liquor license is \$1514. Upon approval, the fee for this license will be deposited to the Town's general fund. In addition, the license will generate an undetermined amount of sales tax revenue.

Staff Impact.

The impact on the Clerk's office will total approximately 5 hours, including time spent with the applicant reviewing the license and application requirements, processing the application and reviewing with the Wyoming Liquor Division, and preparing the license. The Town Attorney, Administration, Planning and Building, and Fire Department spent time reviewing the application as well. Should this application be approved, the Police Department would include the applicant in their compliance checks.

Attachments or Links.

Liquor License Completed Application

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

Having considered Wyoming Statute 12-4-104(b) statutory factors for this application, I move to approve the application for a Restaurant liquor license for Just Juice LLC, subject to the following conditions, and further direct the Town Clerk's office to issue the license upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv):

1. The Clerk's office shall not issue the license until all required Town licenses and permits have been obtained.
2. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

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

To be completed by City/County Clerk

License Fees
 Annual Fee: \$ 1441.76
 Prorated Fee: \$
 Transfer Fee: \$
 Publishing Fee: \$ 100.00

Local License #: _____
 Date filed with clerk: 3 / 28 / 2022
 Advertising Dates: (2 Weeks)
 4/6/22 & 4/13/22
 Hearing Date: 4 / 18 / 2022

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 19 / 2022 Through 3 / 31 / 2023
 Month Day Year Month Day Year

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

Applicant: Just Juice, LLC
 Trade/Business Name (dba): KALU
 Building to be licensed/Building Address: 140 N. Cache Street
Number & Street
Jackson WY 83001 Teton
City State Zip County
 Local Mailing Address: PO Box 10052
Number & Street or P.O. Box
Jackson WY 83002
City State Zip
 Local Business Telephone Number: (307) 699-4151 Fax Number: ()
 Business E-Mail Address: justjuice.jh@gmail.com

FILING FOR

- ☒ NEW LICENSE
☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF: Jackson
☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

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

☐ TRANSFER OWNERSHIP☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**RETAIL LIQUOR LICENSE**☒ ON-PREMISE ONLY (BAR)☐ OFF-PREMISE ONLY (PACKAGE STORE)☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)☒ RESTAURANT LIQUOR LICENSE☐ RESORT LIQUOR LICENSE☐ BAR AND GRILL**LIMITED RETAIL (CLUB)**

- ☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY☐ WINERY☐ DISTILLERY SATELLITE☐ WINERY SATELLITE☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT**SPECIAL DESIGNATIONS**☐ CONVENTION FACILITY☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM☐ GOLF CLUB☐ GUEST RANCH☐ RESORTTo Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**☒ FULL TIME (e.g. Jan through Dec)

(specify months of operation)

from Jan to Dec☐ SEASONAL/PART-TIME

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

from Monday to Sunday☐ NON-OPERATIONAL/PARKED

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

from 1am to 9 pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4**1. BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)

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

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

- (i) When the lease expires, located on page 1 paragraph 3 of lease.
 (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 4 paragraph 2 of lease.
 (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)

☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
 (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
 (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
 (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b)

☐ YES ☒ NO

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

☐ YES ☐ NO

6. RESORT LICENSE:

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
 (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
 (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
 (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
 (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
 1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO

- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT
☐ BAR AND GRILL ☐ WINERY

- (b) Do you self distribute your products? W.S. 12-2-201(a)

☐ YES ☐ NO

(Requires wholesale malt beverage license with the Liquor Division)

8. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO

- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT

☐ BAR AND GRILL

☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Katherine Quintero Reina				0	50%	YES ☐ NO ☒	YES ☐ NO ☒
Luis Alberto Gomez Vazquez				0	50%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
COUNTY OF Teton) SS.

Signed and sworn to before me on this 28th day of March, 2022 that the facts alleged in the foregoing instrument are true by the following:

- 1) Gomez Vazquez Luis A.
(Signature)

Luis Alberto Gomez Vazquez
(Printed Name)

owner
Title
- 2) Katherine Quintero
(Signature)

[Signature]
(Printed Name)

owner
Title
- 3) _____
(Signature)

(Printed Name)

Title
- 4) _____
(Signature)

(Printed Name)

Title
- 5) _____
(Signature)

(Printed Name)

Title
- 6) _____
(Signature)

(Printed Name)

Title

Witness my hand and official seal:

[Signature]
Signature of Notary Public

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

Liquor License Application
Provide for each person who
signed the application

AFFIDAVIT of AUTHORIZATION

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

AFFIDAVIT of UNDERSTANDING

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

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

PRINT

Full Legal Name: Luis Alberto Gomez Vazquez
First Name Full Middle Name Last Name

11/19/77 [REDACTED] [REDACTED] Male or Female
Date of Birth Social Security Number Driver License: State / Number Circle one

03/28/22
Date Signed

Gomez Vazquez Luis A
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 28th day of March, 20 22

(SEAL)

Juella McPherson
Notary Public or officer authorized to administer oaths

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
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Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Katherine Quintero
First Name Full Middle Name Last Name

3-20-22 [REDACTED] [REDACTED] Male or Female
Date of Birth Social Security Number Driver License: State / Number Circle one

3-20-22
Date Signed

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 28th day of March, 2022.

(SEAL)

[Signature]
Notary Public or officer authorized to administer oaths



Plan of Operation

Liquor License Application
Type:

Applicant: Just Juice, LLC

DBA: KALU

Describe how the premises will be operated, what is the nature of the business?

This will be a Latin/American Cuisine restaurant which will offer both varieties of food of each culture. Once a customer enters the restaurant they will be greeted by our host. Who will then take them to an available table. Then a server will bring over water, wait a couple minutes while customer looks over menu. Once order is placed and sent to kitchen then server will deliver food upon ready.

What type of alcoholic beverages will be available to customers?

Will offer local beers, imported beers, hard liquor (tequila, rum, vodka, wine), Margaritas, mojito, bloody Mary, tequila sunrise, mimosa, cosmo, micheladas.

Describe the process that a customer will follow to order alcohol or malt beverages, and how an employee will prepare and deliver an alcoholic beverage to the customer.

Once the customer is seated at a table then the server will take their drink order. If an alcoholic beverage is requested the server will ask for identification to verify the customer is over 21. He will then enter the order into the system and wait for drink to be ready. Depends on what floor ~~over~~ the customer will be seated drink can be made on both first and second floor. Once drink is ready server will pick up and serve it to the customer.

What is the official building capacity? 4000 sq/ft, 119 seats

Do you plan to serve alcohol outside on a deck or patio? Yes

If so, include a sketch or site plan showing the outside area. (Included)

If so, describe the outside area, including egress: On second floor there is a small patio/balcony that during the summer will be occupied with up to 8 seats. Customers will be able to order food and drinks.

What is your plan to keep customers from leaving with open alcohol containers?

We will insure no alcohol will leave the premises
because all our drinks will be served with out distinct
decorative glasses. We will avoid any styrofoam cups/togo cups.
We have informed our staff to always be on the look out to
ensure nobody leaves with any alcohol from the resturant.
We will also ensure all our servers take the TIPS training to ensure

Provide the names of up to three (3) people who should receive communication from the Town and Police Department related to liquor operations: they are all
up to date
with regulations

	<u>Name</u>	<u>Position/Title</u>	<u>Email</u>
1)	<u>Katerine Quintero</u>	<u>Owner</u>	<u>Kataquintero@hotmail.com</u>
2)	<u>Luis Gomez</u>	<u>Owner</u>	<u>justjuice.jh@gmail.com</u>
3)	<u></u>		

Prepared by:



Date: 3.28.22.



PLAN OF OPERATION FOR THE BUSINESS.

PLAN OF OPERATION FOR THE BUSINESS.

At KALU Restaurant we are pleased to be able to share with you the experience of your visit to Our Restaurant, for which it will be briefly written below...

Our Service Service will be formed from Monday to Sunday, from 07:00 a.m. in the morning to 9:00 p.m. at night. Received by Our friendly Hosts, who will accompany you to your assigned table, where your waiter will be waiting for you who will be attending you during your Visit, with personalized attention at all times during your stay with us, our waiter will be able to support you and advise them to make a better decision in the different dishes that are available at that time.

For your convenience, our Kitchen schedule is made up of the following schedules;

- Breakfast; 07:00 to 11:00
- Lunch; 11:00 a.m. to 5:00 p.m.
- Diner; 5:00 p.m. to 9:00 p.m.

For us at Restaurante KALU your comfort is very important, we have two areas with ample space and unparalleled comfort. On our ground floor you will find a large dining room with a capacity of 70 widely comfortable customers, we have screens in different

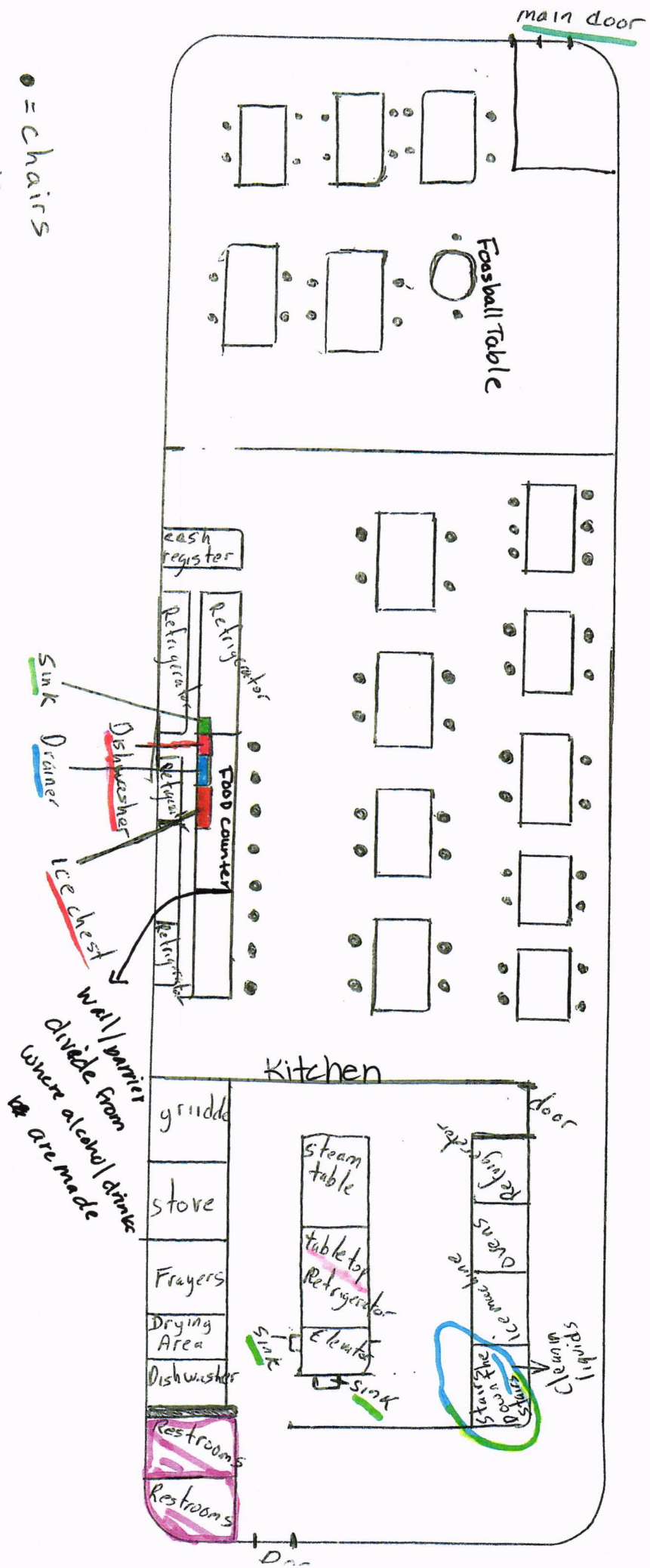
areas of the dining room so you can enjoy your favorite programming, as well as a widely stocked counter in the beverage area and where you can find everything from juice 100 % Natural, Fresh Water, Soft Drinks, Coffee among other Drinks, where they will be available at all times for customers, you can also find two fully equipped and spacious bathrooms, one for Women and another for Men, for a greater experience and entertainment you can enjoy our board games like a foosball, where you can have while we prepare your table. On the upper floor we have different areas of our spacious dining room, an outdoor terrace where you can enjoy our dishes and drinks in a comfortable space with capacity for 8 people, there is also a sports area with different angles of our screens and you can enjoy of your favorite sport. In addition, a more reserved space, without so many distractions and where you can quietly enjoy your stay with us, we have a multi-purpose bathroom for your greater comfort. On the upper floor you can also enjoy a long drinks counter that we also put at your disposal.

At KALU Restaurants we have an extensive menu of different Latin and American cultures, we also have 100% Natural fresh juices made daily by our beverage experts, as well as fresh waters of different flavors according to each season.

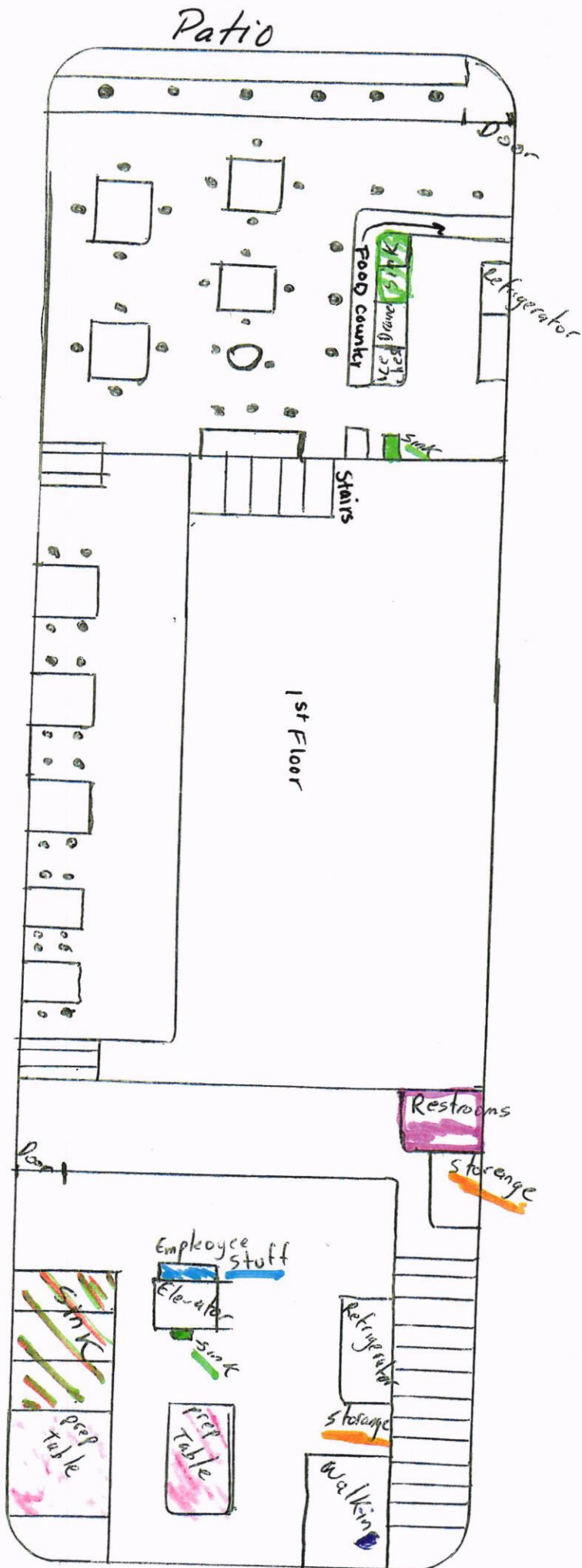
Primer PISC First Floor

- = chairs
- Sink
- Employee stuff
- Preparation Area
- Storage
- Restrooms

Alcohol will be served
on all 1st floor.



Second floor



Alcohol will be served
on second floor also

The Bank of Commerce

Cricket Hatch
Operations Supervisor
P.O. Box 787
Driggs, Id 83422

TO: Town of Jackson Hole

This Letter is prepared for Just Juice LLC owned and operated by Katherine Quintero Reina.

This is to confirm that Just Juice LLC has a business account with the Bank of Commerce that is an active account.

Please feel free to contact me at the address below or at ruth.hatch@bankofcommerce.org.

Sincerely
Cricket Hatch



Breakfast

Served 7:00 AM to 11:00 AM daily

- Bagel and Cream Cheese
- The KALU Tradotional
2 eggs any style, a choice of ham, bacon, or sasage links, served with hashbrowns and toast or biscuits
- KALU Burrito
Flour tortilla with hashbrown, fresh jalapenos, onion, bacon, and 3 scrambled eggs
- Biscuits and Gravy
2 eggs any style, served with 2 biscuits and home style gravy and hash browns
- The Eggle In a Nest
Breakfast sandwich on white bread, egg, cheddar cheese, bacon, served with hashbrowns
- KALU Build your own omelet
3 eggs with your choice of cheese and 3 items
(additional item +.50)
Cheese- american, cheddar, pepperjack, provolone, swiss
Meats- smon ham, bacon, sassage, pork
Veggies- baby spinach, bell peppers, mushrooms, onion, tomato, fresh jalapenos
Severed with hashbrowns, choice of toast, or biscuit
- Huevos Rancheros
2 fried tortillas, black beans, 2 eggs any style, ranchero salsa, queso fresco, pico de gallo, mexican crema

Benedicts

- California benedicts

2 eggs over medium, bacon, avocado, roast tomatoes, pepper jack cheese, served with hashbrowns, hollandaise sause

- Florentin Benedicts

2 eggs patched on english muffin, tomato, baby spinach, hollandaise sause

Pancakes and Waffles

- Buttermilk Pancakes Full stack 3 Short stack 2
- Lechera pancakes Full stack 3 Short stack 2

- Lechera French Toast with Fruit

Thick slices of texas toast, dipped in our own freshly made cinnamon egg butter

Little Buckaroos

Under 8y/o only please!

- Pancake sandwich
2 pancakes, one egg and choice of bacon or smoked ham
- JR French toast
- Fruit cup
- Kid and eggs
1 egg, 1 slice of bacon, hash browns

Sides x\$3

- Bacon
- Ham
- Sausage links

Consuming raw or undercooked meats, poultry seafood, shellfish, or eggs, may increase your risk of medical conditions

Lunch menu

Served 11:00 AM To 3:00PM

Appetizers

- Chips and salsa
- Arepitas colombianas
- yuca Fries
- Cheese dip with pita bread
- Guacamole with chips

Salads

- Chicken Taco salad
Spring mix, Tomatoes, red onion, Avocado, Queso fresco, Chicken breast
- Caesar salad with Chicken
Romaine Lettuce, Caesar dressing and chicken
- KALU Garden Salad
Spring mix, tomato, Cucumber, Mushroom, croutons, Choice dressing

Dressings

- Caesar, Ranch, Balsamic Vinegar

Favorites

- 3 Tacos
3 Tacos, Azada, onion, Cilantro, and homemade salsa
- Carne Asada
8oz Azada, Black beans, homemade rice, Jalapenos, lettuce, Tomato, Tortillas
- Bandeja Paisa

Homemade rice, Chorizo, 1 egg, avocado, Black beans, 14oz meat

- **Pupusas**
3 Pupusas; Salsa, Cabbage slaw, Queso fresco
- **Chicken Quesadilla**
Chicken Breast, Mozzarella Cheese, Pico de gallo, salsa, sour cream
- **Hot Dogs with Fries**
Pickle radish, onion, mustard

Burgers

- **KALU Burger**
Half-pound ground beef patty, Fry sauce, Lettuce, Tomato, onion, Queso fresco, on sesame Bun, with fries
- **Hawaiian Burger**
Half-pound ground beef patty, Reg. mayo, Pineapple, ham, Mozzarella Cheese, Lettuce, tomato, onion, with fries

Sides

- French fries, yuca fries, Salad, Rice, Black Beans

Kids

Under 8 only please

- Cheese Quesadilla with fries
- Cheese Burger with fries
- Chicken tenders with fries
- Hot dogs

Dinner

5:00 PM to 9:00 PM

- **Churrasco with Chimichurri**
12.oz, Churrasco Steak, with chimichurri served with rice
- **Carne Asada**
8oz Azada, Black beans, homemade rice, Jalapenos, lettuce, Tomato, Tortillas
- **Bandeja Paisa**
Homemade rice, Chorizo, 1 egg, avocado, Black beans, 14oz meat
- **Churrasco Colombiano**
Flour tortilla, 1 fried egg, Rice, onion, tomato, lime, jalapeno, 12.oz Churrasco steak
- **Salmon**
12.oz salmon, Mash potato, Broccoli, Brown gravy
- **Michoacan Plate**
Meat Steak Quesadilla, Rice, Black Beans, Lettuce, Tomato, sour cream, Guacamole, saute onion
- **Cheese Enchiladas**
2 Enchiladas with green or Red salsa, Black Beans, Rice, Lettuce, Tomato, Mozzarella Cheese
- **Creamy Tomato and Spinach**
½ lb- penne pasta, yellow onion, diced tomatoes, oregano basil, crushed red peppers, Cream, parmesan, Fresh Spinach

**Commercial Lease Agreement
TRIPLE NET
(Hereford Capital and Just Juice)**

This Lease Agreement (the "Lease") is made and entered into to be effective as of the date of the last signature below (the "Effective Date"), by and between Hereford Capital, LLC, a Wyoming limited liability company ("Landlord"), and Just Juice, LLC, a Wyoming limited liability company ("Tenant").

Recitals

Landlord is the owner of real property and improvements located at 140 North Cache Street, more particularly, Suite C, comprised of approximately 4,000 square feet total on the first and second floor (the "Leased Premises"), within the approximately 9,936 sf building (the "Building") located at Lot 1 of Block 1 of the W.W Smith Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the office of the County Clerk, Teton County, Wyoming, on August 26, 1912 as Plat No. 105, PIN: 22-41-16-27-3-12-007.

In consideration of the foregoing recitals, together with the covenants and agreements contained herein, the parties agree as follows:

- 1) **Lease of Leased Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord the Leased Premises, on the terms and conditions set forth in this Lease. Tenant shall have a license to use the common areas of the Building.
- 2) **Term of Lease.** The term of this Lease shall begin at noon MST on December 1, 2021, and end at noon MST on December 1, 2026 (the "Term").
- 3) **Rent and Payment.** Tenant agrees and covenants to pay as rent (the "Rent") in accordance with the following terms:
 - a. **Rent abatements.** No rent is due to Landlord from Tenant in December of 2021. No rent is due to Landlord from Tenant in January of 2022.
 - b. **Rent Schedule.** Rent shall be as follows:

i		
 - c. **Payment Terms.** At the signing of this lease, Tenant shall pay to Landlord [REDACTED] as Rent for February, March, April, May and one half of June 2022 as well as \$ [REDACTED] as last month's Rent for a total prepayment of \$ [REDACTED]. All Rent payments shall be tendered in lawful United States currency, without any set-off or deduction whatsoever, made payable to Landlord. Excepting the foregoing payments set forth in this subsection (c), Rent shall be delivered to Landlord in advance of the first of each month at the mailing address set forth below, or at such other place as Landlord may designate in writing from time to time.
 - d. **Late Payment Charges.** If the Rent or any amount due under this Lease from Tenant is not received by Landlord within 10 business days after due, Tenant shall be in Default and shall pay Landlord a late charge of 12% of the overdue amount. Additionally, such

amounts shall accrue interest at a rate of 18% compounded daily from the due date, and accrual of interest shall continue until the overdue payment, together with accrued interest, is paid, all without demand or notice to Tenant. Acceptance of the late charge together with the underlying overdue payment shall not constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies under this Lease.

- e. **Security Deposit.** A security deposit of [REDACTED] shall be deposited with the Landlord at the signing of this lease. This deposit shall be retained by the Landlord during the Term of the Lease and shall be used by Landlord to guaranty the full performance of the terms of this Lease by Tenant as well as to repair damage to the Leased Premises, reasonable wear and tear excepted. In the event Landlord must apply any portion of the security deposit to fulfill Tenant's obligations, Tenant shall, within 10 business days' notice, replenish the security deposit to its initial amount as often as necessary. Any balance shall be returned to the Tenant within thirty (30) days of the termination or expiration of this Lease. No interest shall accrue on the deposit.

4) Additional Rent – Triple Net. In addition to the Rent set forth above, Tenant shall pay, monthly in advance, beginning with the due date of the first Rent payment, an estimated amount of [REDACTED]/month which represents a monthly estimate of all pro rata (40% of total expenses) costs associated with the Landlord's operation, maintenance and repair of the Building, including but not limited to the actual real and personal property taxes, all insurance premiums, alarm costs, water, sewer, and other utilities, building and common area maintenance charges including snow removal, repair and replacement charges, and property management fees or other assessments levied or assessed against Landlord (collectively "Operating Expenses").

Landlord shall deliver to Tenant a report for the previous calendar year (the "Operating Expense Report") by January 31st of each year during the Term setting forth (a) the actual Operating Expenses incurred and paid for the prior year, (b) the amount of Operating Expenses due from Tenant for the prior year, and (c) the amount of Operating Expenses actually paid by Tenant for the prior year. Within 30 days after delivery of the Operating Expense Report, Tenant shall pay to Landlord the amounts due minus the amount paid. If the amount paid by Tenant exceeds the amount due ("Operating Expense Overpayment Amount"), Landlord shall apply the excess to Tenant's payment of Operating Expenses next coming due. Landlord shall have the right, one time during each calendar year, to revise the expected monthly Operating Expenses upon 30 days' advance written notice. Within 30 days following the end of the Term, Landlord shall pay to Tenant any Operating Expense Overpayment Amount, subject to any other amounts due to Landlord from Tenant.

The following shall not constitute "Operating Expenses": (i) leasing commissions, accountants' or attorneys' fees, costs and disbursements and other expenses incurred in connection with other tenants or occupants of the building or defense of Landlord's title to the building; (ii) depreciation, ground lease rental, interest on debt or amortization payments on any mortgages or indebtedness of Landlord; (iii) salaries, benefits or other compensation paid to leasing agents or employees of Landlord (other than a proportionate expense of a building manager involved in the day-to-day operations or management of the building); (iv) all contributions to political or charitable organizations; (v) interest or penalties for late payments unless caused by Tenant; (vi) costs reimbursed by insurance; (vii) expenses in connection with services, maintenance, remodels, repairs, or other benefits of a type which are not provided to Tenant but are provided to another tenant or occupant; (viii) maintenance, remodels and repairs that are paid

for by other tenants, third-parties or insurance proceeds; and (ix) costs incurred by Landlord to comply with its indemnity obligations under this Lease.

Capital expenditures that are required due to changes in law that become effective after the Effective Date shall be Operating Expenses and amortized on a straight-line basis over the life of the improvement and payable as described herein.

- 5) **Personal Property Taxes.** Tenant shall be liable for taxes levied against its personal property, trade fixtures and other property placed by Tenant in the Leased Premises.
- 6) **Property Taxes and Assessments.** Landlord shall pay all real estate taxes, assessments, and all other governmental charges, assessments or taxes pertaining to the Leased Premises and Building during the Term of this Lease, but subject to Tenant's obligation to reimburse Landlord for such items in accordance with the Operating Expenses provisions in this Lease. Tenant, on Landlord's behalf, and at Tenant's expense, shall be entitled to protest any increase in taxes, assessments, and any other governmental charges pertaining to the Leased Premises and Building. Landlord shall cooperate with Tenant, and timely grant to Tenant such consents as may be necessary, to permit Tenant to pursue such protests.
- 7) **Utilities.** Subject to the obligations in Paragraph 4, to the extent utilities are metered separately to the Premises, Tenant shall establish, pay for, and maintain all utilities accounts in its name. Tenant shall be solely liable for any loss, damage, or injury from Tenant's failure to remove snow or ice from the Leased Premises and the sidewalk directly in front of the Leased Premises.
- 8) **Insurance.**
 - a. Landlord shall maintain, and pass through as Operating Expenses, a pro rata portion of fire and extended "all risk" insurance coverage on the Leased Premises in amounts as Landlord deems sufficient.
 - b. Tenant, at its cost shall insure Tenant's personal property located on the Leased Premises against loss or damage by fire or other casualties in the amount of its full insurable value.
 - c. Tenant, at its sole cost shall obtain commercial general liability insurance with respect to the Leased Premises and Tenant's activities in the Premises, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (b) naming Landlord as additional insured; (c) waiving the insurer's subrogation rights against the Landlord and their principals, shareholders, employees, agents, insurers and attorneys (hereafter "Landlord Parties"); (d) providing Landlord with at least 30 days prior notice of modification, cancellation, material amendment, non-renewal or expiration; and (e) expressly stating that Tenant's insurance will be provided on a primary non-contributory basis. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Leased Premises and this Lease on a per location basis.
 - d. Within 10 days of the Effective Date, Tenant shall provide Landlord with certificates and copies of all insurance policies to be maintained by Tenant with evidence of payment of the premiums.
 - e. If Tenant does not obtain or maintain any of the insurance policies required under this section, Landlord has the right to declare a default, and/or obtain or maintain such policies on its own, and then charge all premium payments made by Landlord to Tenant as Operating Expenses.
- 8) **Use of Leased Premises.** The use of Leased Premises shall be restricted to those uses that are incidental or necessary to Tenant's operations as a juicery, restaurant or cafe, or any other uses that may be accepted by Landlord in writing from time to time in Landlord's sole discretion. Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, safe, and

proper manner and Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees, guests and invitees. Tenant shall use the Leased Premises only for purposes not prohibited by the laws, regulations, covenants, and ordinances of all governmental entities having jurisdiction over the Leased Premises. Tenant shall not use or keep any substance or material in or about the Leased Premises that may vitiate or endanger the validity of the insurance on the Leased Premises or increase the hazard of the risk, or which may create a nuisance. Tenant agrees at its sole expense to comply with all requirements of all governmental authorities having jurisdiction over the Leased Premises and Tenant's business during the Term.

- 9) **Sale of Alcoholic Beverages.** Tenant may engage in the sale of alcoholic beverages on the Leased Premises so long as such sale is in compliance with all applicable laws, licenses, orders and regulations of any governmental authority.
- 10) **Smoking Prohibited.** Landlord does not allow, and Tenant agrees there shall be no, smoking inside the Leased Premises.
- 11) **Pets.** No pets are allowed on or within the Leased Premises.
- 12) **Acceptance of Leased Premises.** Taking possession of Leased Premises by Tenant is conclusive evidence that Tenant accepts them as being in good and satisfactory condition when possession was taken. Tenant has inspected the Leased Premises and accepts the same in "as is" condition, without relying on any representations or warranties of Landlord.
- 9) **Subordination to Mortgage.** This Lease shall be and is hereby made subordinate to any mortgages or other security instruments that may now or hereafter encumber the Leased Premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof, on the condition that any lender secured by a mortgage or other security instrument agree not to disturb Tenant's occupancy pursuant to this Lease so long as Tenant is not in Default. This clause shall be self-operative, and no further instrument of subordination need be required by any mortgagee or security holder. Tenant shall, within 3 business days of Landlord's request, execute an estoppel certificate, subordination and non-disturbance agreement or any other instrument that Landlord may reasonably request in this regard complying with the provisions of this section.
- 10) **Repair and Maintenance.** Tenant shall, at its sole expense, maintain the Leased Premises (including, without limitation, all electrical, plumbing, and mechanical systems) in as good order and repair as it was at the date of the commencement hereof, reasonable wear and tear excepted. Excepting the above, major repairs to the exterior of the Building and its structure, including roof repair and HVAC, shall be performed by the Landlord. In addition, Landlord shall be responsible for the removal of snow from the roof should that become necessary to protect the integrity of the Leased Premises. All repairs, maintenance, and replacements performed by Landlord are to be reimbursed as Operating Expenses. In the event an item under Landlord's responsibility needs replacement, the replacement cost shall be amortized in straight line depreciation in accordance with Internal Revenue Service guidelines and regulations with Tenant paying its portion of the straight-line depreciation based on the Term of the Lease. By way of example only, for an item with a 20-year depreciable life, if the Tenant has a Term of 10 years, the replaced item shall be paid one half by Tenant as Operating Expenses and one half by Landlord. Notwithstanding the foregoing, in the event an item under Landlord's general responsibility is damaged through acts or omissions of Tenant, Tenant shall be responsible for that item's replacement, but the replacement cost shall be amortized in straight line depreciation during the Term of this Lease, as it may be extended. Tenant waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

11) Landlord's Access. Landlord and its agents may enter the Leased Premises at any reasonable time after reasonable phone notice for the purpose of: **a)** inspecting the Leased Premises to ascertain Tenant's compliance with this Lease; **b)** in order to make repairs, additions, improvements or alterations as Landlord deems necessary for the safety, improvement or preservation of the Leased Premises, all of which shall be Operating Expenses; **c)** to post notices of non-responsibility under mechanics' lien law; **d)** to show the Leased Premises for sale, lease or mortgage financing; or **e)** for any other reasonable purposes. Tenant hereby waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

13) Alterations.

- a. Landlord.** Landlord shall have the right upon reasonable phone notice to enter the Leased Premises to make such improvements, additions, repairs, or alterations as it may deem necessary or proper for the safety, improvement, or preservation of the Leased Premises which costs shall be Operating Expenses. Tenant waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.
- b. Tenant.** Except for Trade Fixtures, as set forth 16 below, Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of Landlord, and all additions or improvements made by Tenant shall be deemed a part of Leased Premises and shall remain upon and be surrendered with the Leased Premises at the termination hereof by lapse of time or otherwise unless otherwise stated in writing by Landlord. In that event, Tenant shall remove such improvements and restore the Leased Premises to the condition which existed at the beginning of the Term. Following written consent of the Landlord to any alteration or improvements to the Leased Premises, Tenant shall be responsible for obtaining all necessary building permits and governmental approvals at Tenant's sole cost. All contracts for alterations or improvements shall contain a provision waiving the contractor's right to claim a mechanic's lien against the Leased Premises.

12) Assignment of Sublease and Mortgage by Tenant. Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises, or sublet the whole or part of the Leased Premises or permit the use of any part thereof by any subtenant, licensee, or concessionaire. Further, Tenant shall not permit or allow any change in control of Tenant, where cumulatively 50% or more of the ownership structure of Tenant changes. If Tenant violates this section, Tenant shall nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Lease (including, without limitation, the covenant to pay Rent and Operating Expenses). This Lease shall not be assignable incident to a divorce.

13) Signs. Upon the prior written approval of the Landlord (which shall not be unreasonably withheld), Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises, provided that the signs comply with all laws, regulations, covenants, and ordinances.

14) Trade Fixtures. Trade fixtures purchased by Landlord or anyone other than Tenant that are already in the Leased Premises when Tenant moves in shall remain the property of the Landlord. Trade fixtures purchased by Tenant shall be and remain the property of the Tenant during the Term as amended or extended. Tenant's trade fixtures shall be removable by Tenant at termination of the Lease unless otherwise agreed to in writing by Landlord and Tenant. Tenant may, in its reasonable discretion remove existing trade fixtures owned by Landlord and replace them with trade fixtures

Tenant has purchased. During the Term, Tenant shall properly store, at its own costs, any of Landlord's trade fixtures removed by Tenant. At the termination of the Lease, Tenant shall restore the Leased Premises to the condition which existed at the beginning of the Term, including reinstalling trade fixtures owned by Landlord (if any were uninstalled). If for some reason Trade Fixtures of the Landlord were damaged during their removal, any replacement must be of similar or equal cost and approved in writing by Landlord prior to the termination of this Lease.

19) Tenant's Covenants. Tenant covenants that it shall:

- Comply with all laws, orders, regulations, rules, ordinances and covenants of any governmental body having jurisdiction over the Leased Premises;
- b. Give to Landlord prompt written notice of any accident, fire defect or damage occurring on or to the Leased Premises;
- c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures;
- d. Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors, insects, vermin, pets, pests or nuisances;
- e. Do all things reasonably possible to prevent the filing of any liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any such lien shall be filed against the Leased Premises, Tenant shall either cause the same to be discharged of record within 20 days after the date of the filing of the same, or if Tenant, in Tenant's discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant shall fail to discharge such lien within such period, or fail to furnish adequate security, then in addition to any other right of remedy of Landlord, Landlord may but shall not be obligated to discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien by obtaining security or in any other manner available to Landlord and such costs, including attorneys' fees, shall be considered Operating Expenses. Nothing herein contained shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the Leased Premises to liability under any lien law;
- f. Repay Landlord, as Operating Expenses, on demand, all sums incurred by Landlord pursuant to the provisions of this Lease, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith;
- g. Obtain and maintain in force the insurance required by this Lease;
- h. Permit no one other than employees, agents, and business invitees to remain in or loiter upon the Leased Premises;
- i. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord;
- j. Not do or suffer to be done anything objectionable to the insurance companies insuring the Leased Premises, whereby the insurance placed on the Leased Premises or any part thereof shall become void or suspended, or be rated as a more hazardous risk than at the date when Tenant receives possession. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay to Landlord as Operating Expenses any increase in insurance premiums;
- k. Not permit waste upon the Leased Premises or any other nuisance;
- l. In the event the Town of Jackson or Teton County imposes any increased real property tax assessment or increased mill levy, Tenant shall pay to Landlord as Operating Expenses its pro rata portion of any such increase;

- m. Take no action to encumber any of Tenant's assets that are used in connection with the operation of the business in the Leased Premises without Landlord's prior written consent, which consent may be withheld at Landlord's sole discretion; and
- n. Take no action to encumber any leasehold improvements owned by the Landlord.

- 20) **Landlord's Covenants of Quiet Enjoyment.** Landlord covenants that Tenant, upon paying the Rent and performing the Tenant's covenants, shall peacefully and quietly have, hold, and enjoy the Leased Premises during the term hereof, unless specifically provided to the contrary herein.
- 21) **Sale of Leased Premises.** Tenant agrees that Landlord is free to sell the Leased Premises during the Term. If Landlord intends to sell and/or market the Leased Premises for sale, it shall give Tenant good faith notice of such intention as early as possible (preferably before a sales contract is actually signed). If a contract for the sale of Leased Premises is entered into by Landlord and a buyer during the Term, Landlord shall contemporaneously with the execution of that sales contract notify Tenant that the Leased Premises are under contract for sale. Any such sale shall be subject to this lease as amended or extended which shall remain in full force and effect.
- 22) **Payment After Termination.** Should Tenant hold possession of the Leased Premises after the expiration of the Term, with the consent of the Landlord, Tenant shall become a month-to-month tenant on all terms of this Lease and the Rent during any such period shall be 150% of the last Rent.
- 23) **Surrender of Leased Premises.** Upon the termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in as good a condition as at the beginning of the term, reasonable wear and tear excepted, together with all alterations, interior decorations, additions, and improvements that may have been made during the term, except for Tenant's Trade Fixtures it purchased or otherwise subject to the above paragraph regarding Trade Fixtures. Notwithstanding any other provision to the contrary in this Lease, any personal property, or trade fixtures, remaining in the Leased Premises following the expiration or termination hereof shall be deemed to be the property of Landlord and may be disposed of by the Landlord in its sole discretion without liability to the Tenant. Landlord may also charge Tenant all reasonable costs and expenses incurred in removing Tenant's abandoned property from the Premises and such costs shall be considered Operating Expenses.
- 24) **Damage or Destruction to Leased Premises.** So long as insurance proceeds related to any claim for damage are available; if the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's employees, agents, visitors, guests, licensees, or invitees, and the Leased Premises are not thereby rendered untenable in whole or in part, Landlord shall cause such damage to be repaired, and Landlord's out-of-pocket costs, including deductibles, shall be considered Operating Expenses, and the Rent shall not be abated. If, by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, so long as insurance proceeds are available, Landlord shall promptly cause the damage to be repaired and the Rent, during such period of repair, shall be abated proportionately to the portion of Leased Premises rendered untenable but Landlord's out-of-pocket costs of repair, including deductibles, shall be considered Operating Expenses. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenable and cannot be repaired within 6 months of the occurrence of the event, Landlord shall, at its option, either: (i) so long as insurance proceeds are available, cause such damage to be repaired and the Rent, during such period of repair, shall be abated in whole but there shall be no extension of the Term of this Lease as a result of such abatement, and Landlord's out-of-pocket costs of repair, including deductibles, shall be considered Operating Expenses; or (ii) declare the balance of the Term hereof to be null and void and terminate the Lease. If any such damage or destruction occurring to the Leased Premises, whether partial or complete, shall occur as the result of the fault or any negligence

or intentional acts of Tenant or Tenant's employees, agents, visitors, guests, licensees, or invitees, there shall be no apportionment or abatement of Rent during the Term hereof, Tenant shall be solely responsible for restoring the Leased Premises to the condition that existed prior to the occurrence, and termination of this Lease shall be at the discretion of the Landlord.

25) Tenant's Property. Landlord shall not be liable for any damage or loss to property of Tenant or of others located on the Leased Premises by theft or otherwise. Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. Landlord shall not be liable for any latent defect in the Leased Premises. All property of Tenant or its subtenants kept or stored on the Leased Premises is done so at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord.

26) Default by Tenant.

a. Failure to pay Rent or Operating Expenses or any other sum due under this Lease which failure continues for 10 business days following the original due date constitutes a Default. Failure to pay Rent or Operating Expenses when due more than twice in a calendar year shall, without any further notice or time to cure, constitute a Default. Abandonment of the Leased Premises, the filing of a petition for bankruptcy, or appointment of a receiver, or failure to observe or perform any of the other terms of this Lease for a period of 30 days after written notice (or up to 90 days so long as Tenant has promptly commenced cure and proceeded with such cure) of such failure constitutes a Default. In the event of a Default, Landlord may: (i) terminate the Lease or (ii) re-enter the Leased Premises and take possession of the Leased Premises without termination. In either event, Tenant shall immediately vacate the Leased Premises and deliver possession to Landlord. Both remedies of Landlord may be taken with or without legal proceedings, using such force as may be necessary. Further, Landlord has the right to remove from the Leased Premises any of Tenant's personal property without liability for breach of the covenants of this Lease, and without being guilty of trespass or forcible entry and detainer.

b. If Landlord terminates the Lease because of a Default by Tenant, it may remove Tenant and its property from the Leased Premises without liability. Tenant shall remain liable for all Rent, Operating Expenses, and other amounts due under the Lease until Landlord can lease the Leased Premises to another Tenant of Landlord's choosing at such rental and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Landlord shall take all necessary and reasonable actions to find another Tenant to fulfill its duty to mitigate its damages, if any. All amounts due under the Lease shall be due and payable by Tenant to Landlord at the time proscribed by the Lease and shall accrue interest as set forth in this Lease, less any mitigated damages.

c. If Landlord elects not to terminate and to re-enter the Leased Premises, no such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach and the provisions of Section (b) shall apply. Landlord, after taking possession, may re-lease the Leased Premises for such time and on such reasonable terms as Landlord, in its sole reasonable discretion, shall determine. Landlord shall take all necessary and reasonable actions to find another Tenant in order to fulfill its duty to mitigate its damages, if any. Any proceeds from re-leasing the Leased Premises shall first be applied to the

expenses of re-letting, including redecoration, repair, alteration, advertisement, brokerage, legal, and other reasonably necessary expenses, and Tenant shall pay to Landlord all such expenses as Operating Expenses. If the proceeds from re-leasing are, after payment of expenses, insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly on demand as it becomes due.

d. All of Landlord's remedies under this Lease are non-exclusive and shall be in addition to all other remedies Landlord may have at law or equity. Landlord's acceptance of any payment by Tenant does not constitute a waiver of any breach by the Tenant and if the acceptance occurs after Landlord's notice of termination or of Tenant's right to possession, the acceptance of such payment shall not affect the termination or reinstate Tenant's right to possession.

26) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of an amount less than the amount due and no endorsement or statement on any check or letter accompanying a check shall be deemed an accord and satisfaction and Landlord may accept such check without prejudice to Landlord's rights to recover the balance due or to pursue any other remedy of this Lease.

27) Involuntary Assignment and Bankruptcy. Neither the Lease, nor the Leasehold estate shall be subject to involuntary assignment, transfer, or sale, or to assignment or sale by operation of law in any manner (except through testate or intestate succession) and any such attempt shall be void and of no effect. Further and without limiting the foregoing, if Tenant files or is subject to bankruptcy filings, is deemed insolvent or makes an assignment for the benefit of creditors, has a receiver appointed and any of the foregoing are not dismissed, discharged or overturned within 20 days, the above shall constitute a breach of this Lease and at the election of the Landlord, Landlord may terminate this lease and all rights of the Tenant hereunder and any person or entity claiming by or through the Tenant.

28) Abandonment of Leased Premises. If Tenant shall abandon (lack of presence for more than three weeks uninterrupted) or vacate the Leased Premises before the termination of the Lease, or if Landlord re-enters the Leased Premises without termination, Landlord may, at its option and without notice to Tenant, enter the Leased Premises, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole reasonable discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental and other charges required of Tenant hereunder, then Tenant agrees to pay such deficiency as Operating Expenses.

29) Waiver of Breach. The waiver by Landlord or Tenant of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of item or any subsequent breach of the same or any other item. None of the terms, covenants or conditions hereof can be waived without the written consent of the Landlord.

30) Attorneys' Fees. If the Landlord finds it necessary to obtain the services of an attorney to recover any amounts due hereunder, or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions hereof, or for the recovery or possession of Leased Premises, Landlord shall be entitled to reimbursement from Tenant for all attorneys' fees, costs and expenses incurred or paid by Landlord in connection therewith which sums shall be considered Operating Expenses and paid with the next monthly rental payment due. In the event a lawsuit, mediation, or arbitration is brought to enforce the terms and conditions of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs and both parties agree that they ask the judge "which party is the prevailing party" to such lawsuit.

- 31) Indemnification.** Tenant shall indemnify Landlord and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and areas, or the occupancy or use of Leased Premises by Tenant or its sub-tenants, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, invitees, and guests. Landlord shall indemnify Tenant and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and areas, or the occupancy or use of Leased Premises by Landlord, its agents, licensees, invitees, and guests if such was caused by the willful act or gross negligence of Landlord, its agents, licensees, invitees and guests.
- 32) Redevelopment of Property.** Tenant agrees that Landlord may decide to redevelop and reconstruct the Leased Premises and the building in which they are contained subject to the following conditions: a) Landlord will give Tenant at least one month's notice of its intention to begin construction (specifying the nature of the work, the layout of the new building and Tenant's new space as well as the proposed new rental), which will take place, if possible, during the fall or spring "off seasons"; b) If Tenant is not required to vacate the Leased Premises, the work will be done in a manner so as not to inconvenience Tenant and affect its business as little as possible under the circumstances, and if Tenant's business revenues are materially reduced, Tenant's rent shall be abated proportionately; c) if the work requires Tenant to vacate the premises, such as in the case of the complete demolition and reconstruction of the building, Tenant's rent shall fully abate for such period; d) the Base rent shall be adjusted to reflect any increase in the fair market rental of the Leased Premises as a result of the redevelopment; and e) if Tenant does not find its new space or the new rent acceptable, it may cancel this Lease by written notice delivered to Landlord at least sixty days prior to the beginning of construction.
- 33) Notices.** All notice and other communications given or made under this Lease shall be in writing and shall be deemed effective when given: (a) upon personal delivery to the party being notified; (b) when sent by confirmed electronic mail if sent before 5:00 pm MST on a regular business day, if not on the next business day; (c) 5 days after being sent by registered or certified mail return receipt requested, postage prepaid; or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. Irrespective of the form of notice selected, notice shall also be given via email. All communications shall be sent to the respective parties at the addresses set forth below.

To Landlord:

Hereford Capital, LLC
Att: Kelly Lockhart
P.O. Box 2812
Jackson, WY 83001
kellylockhart@me.com

With a copy to:

Stefan Fodor
Fodor Law Office
P.O. Box 551
Jackson, WY 83001
stefan@fodorlaw.com

To Tenant:

Katerine Quintero
Just Juice, LLC
P.O. Box 10052
Jackson WY 83002
Justjuice.jh@gmail.com

- 34) **Change in Use.** Tenant shall be solely responsible for all permits required by the Town of Jackson to permit the use contemplated by this Lease. In the event there are any mitigation fees associated with such change in use, Tenant shall be solely responsible for all such fees.
- 35) **Entire Agreement.** This Lease contains the entire agreement of the parties on the subject matters dealt with herein and supersedes all prior and contemporaneous agreements and understandings of the parties. Unless set forth in this Lease, no representations, warranties, covenants, contracts, promises or undertakings shall have been made by any party.
- 36) **Miscellaneous.**
- a. Time is of the essence with respect to all terms of this Lease.
 - b. No partnership or joint venture is created by this Lease. Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.
 - c. Paragraph headings in this Lease are for convenience only and are not to be construed as a part hereof or in any way defining, limiting, or amplifying the provisions hereof. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. Landlord and Tenant agree that if any term, covenant, or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or conditions shall in no way affect any other term, covenant, or condition herein contained.
 - d. All the terms, covenants, and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, permitted successors, permitted assigns and legal representatives as of the Effective Date.
 - e. This Lease and its provisions shall be construed and enforced in accordance with and pursuant to governing Wyoming law and venue for any action shall be in Teton County, Wyoming.
 - f. Tenant may not set off against Rent or Operating Expenses, or other sums due, any claims that Tenant has or thinks it has against Landlord.
 - g. This Lease may be executed in multiple counterparts and as executed shall constitute one agreement binding on all parties hereto. Signatures may be exchanged by fax, or scan and email, which signatures shall be accepted and binding as originals.
 - h. Tenant shall at any time upon not less than 5 business days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying, if true, that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification) and the date to which the Rent, Operating Expenses, and other charges are paid in advance, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such default, if any. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the Leased Premises. Failure to provide such certificate shall constitute a material breach of this Lease.
 - i. The parties hereto agree that the venue of any action filed relating to this Lease shall be in the District Court of Teton County, Wyoming, Ninth Judicial District, except that any action for forcible detainer shall be in the Circuit Court of Teton, County, Wyoming; and further provided that if Landlord should bring an action under the forcible detainer law, **Tenant agrees that**

demand for a jury trial would have the effect of creating an unnecessary delay in taking advantage of what is intended to be a summary proceeding and, accordingly, as a material consideration for Landlord's agreement to enter into this Lease, Tenant hereby waives any jury trial and agrees that it will not demand a trial by jury in such event.

j. No amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution hereof.

l. To the extent permitted by law, both parties waive any claims they may have against the other for business interruption, and any other consequential or exemplary damages.

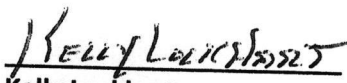
37) Joint & Several Obligations. All obligations of Landlord and of the Tenant are joint and several.

38) Assignment by Landlord. Landlord may, in its sole discretion, assign this Lease subject to the terms and conditions of this Lease which shall remain unaffected and in full force and effect.

39) No Reservation of Option. Submission of this instrument for examination or signature by Tenant does not constitute an offer or option for lease and is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord:
Hereford Capital, LLC


Kelly Lockhart

11/12/21
Date

Tenant:
Just Juice, LLC


Katerine Quintero

11-12-21
Date

PERSONAL GUARANTY

In consideration for Landlord's entry into that certain lease with an Effective Date of 11/12/21, 2021, between Hereford Capital, LLC ("Landlord"), and Just Juice, LLC ("Tenant"), for the premises known as Suite C, 140 N. Cache Street, Jackson, Wyoming, (the "Lease"), the undersigned (hereinafter the "Guarantor"), hereby unconditionally guaranties the full payment by Tenant to Landlord, its successors and assigns, of the "Rent" as defined in the Lease, the "Operating Expenses" as defined in the Lease, and all other sums to become due under the Lease, and the faithful performance by Tenant of all terms, covenants, and conditions of the Lease. This is a continuing guaranty and shall terminate upon payment by Tenant of all sums due under the Lease and upon performance by Tenant of all its duties and obligations under the Lease.

This guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Lease. This guaranty shall not be released, extinguished, modified or in any way affected by failure on the part of Landlord to enforce any of the rights or remedies of Landlord, whether pursuant to the terms of the Lease or at law or in equity.

Guarantor hereby agrees that it shall not encumber or permit anyone else to encumber any assets used in connection with the operation of the business on the Leased Premises without the prior written consent of the Landlord, which consent may be withheld at Landlord's sole discretion.

Guarantor hereby waives notice of any default by Tenant in the payment of any of the Rent or other sums or performance by Tenant of the terms, covenants, and conditions of the Lease. Guarantor consents that Landlord may from time to time extend the time for performance or otherwise modify, alter or change the Lease and any of its provisions and may extend the time for payment of the Rent, Operating Expenses, and all other sums hereby guaranteed and may receive and accept notes, checks, and other instruments for the payment of money made by Tenant and extensions and renewals thereon without in any way releasing or discharging Guarantor from the obligations under this guaranty. Notice of presentment of any such note or notes and/or notice of default in the payment thereof at maturity and/or protest or notice of protest thereof is explicitly waived.

Guarantor further consents that it shall not be necessary for Landlord, in order to enforce this guaranty, to institute suit or exhaust its legal remedies against Tenant or apply or exhaust any security held by Landlord to secure Tenant's performance under the Lease. This guaranty may be immediately enforced upon any Default (as defined in the Lease) by Tenant under the Lease.

If a bankruptcy petition should at any time be filed by or against the Tenant, this shall not affect Guarantor's obligations. If any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then Guarantor's obligation will remain as an obligation to Landlord and will not be considered as having been extinguished. In the event that, pursuant to the Bankruptcy Code or any judgment, order or decision thereunder, Landlord must rescind or restore any payment, or any part thereof, received by Landlord in satisfaction of the obligations under the Lease (including pursuant to any settlement entered into by Landlord in its discretion), all obligations under this Guaranty shall be reinstated as though such payment had been due but not made at such time and remain in full force and effect and any prior release or discharge from the terms of this Guaranty given to Guarantor shall be without effect. It is the intention of Landlord and Guarantor that Guarantor's obligations hereunder

shall not be discharged except by its performance of such obligations and then only to the extent of such performance.

Guarantor agrees to pay, in addition to all sums that may become due under the Lease, all attorney fees and costs and expenses of enforcement of the Lease and this guaranty. This guaranty is entered into and requires performance at Jackson, Wyoming. All proceedings with respect to this guaranty shall be commenced only in Teton County, Wyoming.

This guaranty shall inure to the benefit of and be binding upon the parties and their respective heirs, beneficiaries, legal representatives, successors, and assigns.

Guarantor

A handwritten signature in dark ink, appearing to be "J. B. [unclear]", written over a horizontal line.

By:

Dated: 11-12-21.

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020

Phone 307-777-7311

Website: <https://sos.wyo.gov> · Email: business@wyo.gov

Filing Information



Please note that this form **CANNOT** be submitted in place of your Annual Report.

Name **Just Juice, LLC**

Filing ID **2021-001018878**

Type Limited Liability Company

Status

Active

General Information

Old Name

Fictitious Name

Sub Status

Current

Standing - Tax

Good

Standing - RA

Good

Standing - Other

Good

Sub Type

Formed in Wyoming

Filing Date

07/08/2021 11:08 AM

Term of Duration Perpetual

Delayed Effective Date

Inactive Date

Principal Address

Po BOX 10052

Jackson, WY 83001

Mailing Address

Po Box 10052

Jackson, Wyoming 83002

Registered Agent Address

Katerine Quintero

JACKSON, WY 83001

Parties

Type	Name / Organization / Address
------	-------------------------------

Organizer	Katerine Quintero Po Box 10052, Jackson, WY 83002
-----------	---

Organizer	Luis A. Gomez Po Box 10052, Jackson, WY 83002
-----------	---

Notes

Date	Recorded By	Note
------	-------------	------

Annual Report History

Num	Status	Date	Year	Tax
-----	--------	------	------	-----

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **Just Juice, LLC**

Filing ID **2021-001018878**

Type Limited Liability Company

Status

Active

Amendment History

ID	Description	Date
See Filing ID	Initial Filing	07/08/2021



Teton County Environmental Health
460 East Pearl Avenue
P.O Box 937
Jackson, WY 83001
(307) 732-8490
Fax (307)732-8491

Foodservice Establishment Inspection Report

Establishment Information			
Facility Name Kalu		Facility Type Full Service Restaurant	
Facility ID #		Facility Telephone # 307	
Facility Address 140 N Cache St JACKSON , WY			
Licensee Name Just Juice LLC		Licensee Address PO BOX 10052 JACKSON , WY 83002	
Inspection Information			
Inspection Type Pre-Opening	Inspection Date 03/21/2022	Inspection Time In / Time Out [10:30 AM to 12:00 PM : 21-Mar-2022, Cassie Williams] [10:30 AM to 12:00 PM : 21-Mar-2022, Sara Budge REHS]	Total Time Spent 3.00

All critical violations must be corrected within 10 calendar days. An extension may be granted if the corrective action cannot be completed within 10 days. All extensions must be in writing. Repeat violations requiring additional follow-up inspections may be subject to a \$100.00 reinspection fee.

STAFF REPORT



Meeting Date:	April 18, 2022	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	Item P22-048 - Request for a Condominium 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 proposed condominium subdivision at 10 E. Simpson Avenue. A Subdivision Plat is required to subdivide land or airspace into individual condominium units. All Plats must be approved by the Town Council at a public hearing per the Town of Jackson Land Development Regulations (LDRs), Sections 7.2.4 and 8.5.4.

Requested Action.

The applicant is requesting approval of a condominium Subdivision Plat for the property currently addressed at 10 E. Simpson Avenue legally known as LOT 1, BLK. 7, CACHE 2. Specifically, the applicant is proposing to create two condominium units on Lot 1 of the recently approved Simpson Corner Townhouse Addition to the Town of Jackson (SCTA). The requested condominium Subdivision Plat will be known as Simpson Corner Condominium Addition to the Town of Jackson (SCCA).

Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for a two-unit condominium Subdivision for the property currently addressed at 10 E. Simpson Avenue, subject to staff analysis, the departmental reviews attached hereto, and the following conditions of approval:

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

Project Location.

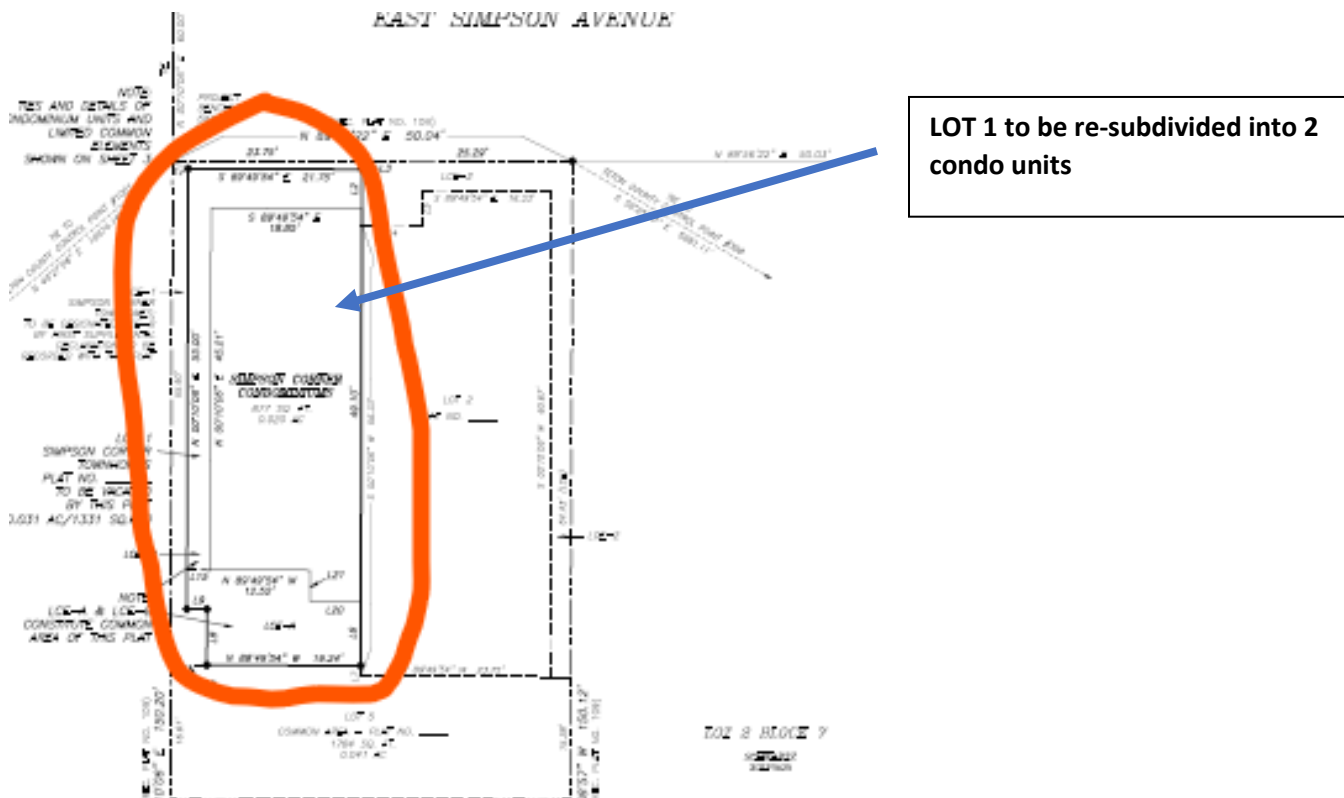
The property is located 10 E. Simpson Avenue, and legally known as LOT 1, BLK. 7, CACHE 2. The parcel identification number is 22-41-16-34-2-14-008. An aerial photo and zoning map are shown on the following page:



Background.

The property is located on the corner of E. Simpson Avenue and S. Cache Street and neighbors the JH Center for the Arts. A 1,404 SF single family home with 1,404 SF basement was demolished from the site in preparation for the proposed town house plat (P21-246) and condominium subdivision plat (P22-048) and development.

This proposed condominium plat follows immediately after the recently approved SCTA townhouse plat (P21-246) on the same property that will create townhouse Lot 1. The purpose of this condominium plat is to re-subdivide townhouse Lot 1 of the SCTA into two 1-bedroom units stacked on top of each other (see diagram below). The two proposed condo units are approved through the 2:1 Workforce Housing FAR Bonus so one of the units (Unit 1B in the basement) is required to have a local occupancy deed restriction which shall be recorded prior to the recordation of the proposed SCCA plat. The two condo units are currently under construction and nearing completion but they have not received a Certificate of Occupancy yet.



Nine parking spaces were required with the approval of the building permits for the three townhome lots and two condo units. There are to be four parking spaces provided on the development site (10 E. Simpson) directly off the alley. These four spaces are designated as LCE-Parking, including one space for the proposed 1A condominium. As a condition of approval for both the SCTA townhouse plat (P21-246) and SCCA condominium plat (22-048), a shared parking agreement/covenant has been drafted and reviewed by staff and shall be filed concurrently with the SCTA townhouse plat. This shared parking covenant grants access to five additional parking spaces on neighboring property 20 E. Simpson Avenue, which is also owned by William P. Schwartz and Cheryl Ranck, and provides the terms and conditions of

how those five parking spaces will be shared between the two properties for the benefit of the units in the SCTA and SCCA plats.

Public Comment

Public comment received by staff for the proposed Subdivision Plat is attached to this report. The public comment did not oppose the Subdivision Plat, rather expressed concerns over alley parking, congestion, and general snow removal cooperation during winter months.

Analysis.

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

As stated above, the proposed condominium plat creates two stacked condominium units and associated common will be developed using the the 2:1 Workforce Bonus in LDR Section 7.8.4, one of the units will need to be deed restricted unit (i.e., Unit 1B in the basement).

As also stated above, because there is not enough room on the project site (10 E. Simpson) to provide all nine required parking spaces for all of the townhouse and condo units, the applicant has provided a shared parking agreement to allocate another five parking spaces on the adjacent lot (20 E. Simpson) that is also owned by the applicant. This parking covenant will be recorded with the townhouse plat.

Park and School Exactions: According to Division 7.5, all residential subdivisions are required to dedicate lands for school and park development. For the purposes of the park and school exactions, the proposed condominium subdivision will result in the net increase of two, 1-bedroom units. Because the one-unit exaction credit for the existing lot of 10 E. Simpson was used as part of the SCTA townhouse plat approval (P21-246), and that Lot 1 of the SCTA was not mitigated for exactions due to the planned re-subdivision of Lot 1 into the two condo units as part of this proposed condominium plat (P22-048), the exaction requirements apply to the two resulting units of the proposed condominium plat. As such, the proposed condominium plat will have a park exaction fee of \$3,150 and school exaction fee of \$4,000.

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

- A. ***Final plat required.*** *Condominium and townhouse subdivisions shall require approval of a Subdivision Plat pursuant to Sec. 8.5.4.*

Complies as conditioned. Staff finds that the proposed condominium Subdivision Plat satisfies this standard. The applicant has submitted the required plat and supporting documents and all reviewing departments has recommended approval of the plat, some with minor conditions of approval.

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

Complies. The condominium structure building permits have been reviewed by the Building and Fire Departments with no concerns at this time. The units must meet the requirements of the corresponding occupancy type under the 2018 International Building Code.

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

Complies. The building has been reviewed by the Building Department with no concerns at this time.

2. **Necessary building upgrades.** *The Town Building Official shall review the report, and structural analysis when required, and inspect the building(s) to determine any alterations to the building(s) necessary to comply with the currently adopted building and fire codes.*
 - a. **Fire sprinkler system.** *Condominium and townhouse subdivisions shall not require installation of a fire sprinkler system in the building(s) unless the subdivision includes significant alteration to the existing building(s) that require a fire sprinkler system pursuant to the currently adopted building and fire codes.*

Complies.

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

Not applicable.

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

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

Not applicable. Plats for newly constructed condominium units do not require a notice to tenants because there are no existing tenants.

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

Not applicable. Plats for newly constructed condominium units do not require a notice to tenants because there are no existing tenants.

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

Complies.

- E. ***Townhouse Subdivision.*** *Townhouse subdivision is the subdivision of land around the base of a unit that is intended to separate ownership of the units in a development while still retaining the character of a single, integrated development. A Townhouse subdivision shall be exempt from the minimum lot size requirement if the following standards are met.*
 1. ***Common Element Interest Required.*** *A lot of record may be subdivided into lots of less than the minimum lot size for the zone if each resultant lot retains an undivided interest in common elements of the lot of record.*

Not Applicable.

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

Not Applicable.

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

Not Applicable.

Findings

Pursuant to Section 8.5.4.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

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

Complies as Conditioned. As conditioned, staff finds the proposed condominium Final Plat to be in substantial conformance with the previously approved building permits, building permit addendums, and administrative adjustment (P20-051).

2. *The proposed Subdivision Plat shall comply with Section 8.5.4 – Subdivision Plat.*

Complies as Conditioned. Staff finds that the proposed condominium subdivision plat comply with the standards of Section 8.5.4 – Subdivision Plat regarding the purpose, applicability, required documentation information and review process.

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

Complies as Conditioned. The proposed condominium subdivision plat meets the standards laid out in Division 7.2 pertaining to the approval of a Subdivision Plat pursuant to Sec 8.5.4.

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

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

Fiscal Impact.

Park Exactions - \$3,150

School Exactions - \$4,000

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 was greater than typical of that for a subdivision plat of this size and was 30-35 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Public Comment

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

I move to **approve** Subdivision Plat (P22-048) for 2-unit condominium subdivision to re-subdivide Lot 1 of the Simpson Corner Townhouse Addition to the Town of Jackson for the property currently addressed at

10 E. Simpson based upon the departmental reviews and the findings presented in this staff report dated April 18, 2022.

CERTIFICATE OF SURVEYOR

State of Wyoming)
ss
County of Teton)

I, Todd Cedarholm of Jackson, Wyoming, hereby certify that this plat was prepared from data obtained during a survey performed by me and others under my supervision during May, 2020, and January, 2022, and from records available in the Office of the Clerk of Teton County;

that it correctly represents SIMPSON CORNER CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON, identical with Lot 1 of Simpson Corner Townhomes Addition to the Town of Jackson, located in the NW1/4NW1/4 of Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, more particularly described as follows:

COMMENCING at the northeast corner of the SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON, where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447";

THENCE S 65°34'59" E, 2.19 to the POINT OF BEGINNING, said point being the northwest corner of said Lot 1;
THENCE along the north line of said Lot 1, S 89°49'54" E, 21.75 feet;
THENCE along the east line of said Lot 1, S 00°10'06" W, 62.00 feet;
THENCE along the south line of said Lot 1, N 89°49'54" W, 19.24 feet;
THENCE N 00°10'06" E, 7.00 feet;
THENCE N 89°49'54" W, 2.51 feet;
THENCE along the west line of said Lot 1, N 00°10'06" E, 55.00 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.031 acres (1331 square feet), more or less;

that all corners will be monumented as shown hereon by July 31, 2022.

Todd Cedarholm
Wyoming Professional Land Surveyor No. 6447

The foregoing instrument was acknowledged before me by Todd Cedarholm this _____ day of _____, 2022.
WITNESS my hand and official seal.

My commision expires: _____ Notary Public

CERTIFICATE OF ENGINEER

State of Wyoming)
ss
County of Teton)

I, Thomas Kirsten, hereby certify that the water distribution and sewer collection facilities designed for the foregoing subdivision are adequate and safe, and meet Federal, State and Town of Jackson requirements if built as designed and operated correctly.

Thomas Kirsten
Wyoming Professional Engineer No. 6821

The foregoing instrument was acknowledged before me by Thomas Kirsten this _____ day of _____, 2022.
WITNESS my hand and official seal.

My commision expires: _____ Notary Public

CERTIFICATE OF MORTGAGEE

Consent of Mortgagee, Rocky Mountain Bank, by separate affidavit recorded concurrently with this plat.



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

CERTIFICATE OF OWNER

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

The undersigned owners hereby certify that the foregoing subdivision of Lot 1 of Simpson Corner Townhomes Addition to the Town of Jackson, Teton County, Wyoming, as shown on this plat and more particularly described under the Certificate of Surveyor is with free consent and in accordance with the desire of the undersigned owners and proprietors of the described lands;

that the name of the subdivision shall be SIMPSON CORNER CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON;

that this subdivision is subject to the First Supplemental Declaration of Covenants, Conditions and Restrictions for the Simpson Corner Townhomes Addition to the Town of Jackson to include Simpson Corner Condominiums Addition to the Town of Jackson; to be recorded concurrently with this plat ("First Supplemental Declaration"); said First Supplemental Declaration shall be binding on all subsequent owners within the subdivision;

that this subdivision is subject to the Declaration of Covenants, Conditions and Restrictions for the Simpson Corner Townhomes Addition to the Town of Jackson; on file in the Office of the Clerk of Teton County, Wyoming as Document No. _____ ("Declaration"); said Declaration shall be binding on all subsequent owners within the subdivision;

that this subdivision is subject to any covenants, conditions, restrictions, easements, ditches, roadways, rights-of-way, common areas, reservations, building setback requirements, and conditions of sight and/or record including but not limited to those delineated on recorded Plat No. 109, Second Cache Creek Addition to the Town of Jackson, on file in the Office of the Clerk of Teton County, Wyoming, and those shown hereon;

that this subdivision is subject to A Resolution Establishing Street Names for All Public and Private Streets within the Town of Jackson described in Book 362 of Photo, Page 1054 on file in said Office;

that this subdivision is subject to that Shared Parking Covenant described in Document #_____ on file in said Office;

that this subdivision is subject to and has the benefit of that Underground Utility Maintenance Covenant described in Document #_____ on file in said Office;

that this subdivision is subject to that Electric Distribution Easement described in Document #0995617 on file in said Office;

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

that the Common Area, being that portion of this subdivision lying outside of the building line as shown hereon and being a portion of the general common elements of this subdivision, is hereby dedicated to the use and enjoyment of the owners of units within this subdivision subject to any restrictions or limitations set forth in said First Supplemental Declaration;

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

that a non-exclusive easement in, over and across the Common Area is hereby granted to the Town of Jackson for purposes of access to and from said lots and units and for underground utilities serving said lots;

that those portions of the Common Area, divided into Limited Common Elements as denoted by LCE followed by the number of the associated unit, are reserved for the exclusive use and enjoyment of the owner of such unit, subject to easements of sight and or of record including those granted hereon and subject to the rights of such owner, his heirs and assigns, and of the Simpson Corner Townhomes Association and its authorized representatives to enter upon said Limited Common Elements for the purpose of installing, maintaining, or inspecting, utility facilities serving this subdivision;

that non-exclusive easements across the Common Area, including all of the Limited Common Elements are hereby granted to Lower Valley Energy and those other utility companies, their successors and assigns serving this subdivision for construction, maintenance and repair of the utility services for the subdivision as shown hereon;

that the Common Area is subject to a utility easement for the maintenance and repair of existing utilities serving the subdivision;

that the Town of Jackson shall have access to all water valves, meters, shut-off boxes, sewer cleanouts, and manholes, and the undersigned reserves the right to create easements across said subdivision as necessary to provide for said access;

that access across the Common Area and all Limited Common Elements is hereby granted to emergency vehicles, including ambulances, fire-fighting vehicles, and police vehicles;

that the undersigned owners reserve unto themselves, their heirs, successors, and assigns the right of ingress and egress across the Common Area, and all Limited Common Elements for construction and other purposes relating to this subdivision and the right to grant unto other parties non-exclusive easements across the Common Area;

that access to this subdivision is from East Simpson Avenue, South Cache Street, and from the east-west alley immediately south of this subdivision accessed from South Cache Street;

that the undersigned owners do not warrant to any purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights with regard to the natural flow of a stream or river for persons living on the banks of the stream or river;

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

(CONTINUED NEXT COLUMN)

(CONTINUED)

that Lot 1 of Simpson Corner Townhomes Addition to the Town of Jackson, as such lot lines are referenced on this plat, are hereby vacated, being reconfigured as the SIMPSON CORNER CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON;

that in accordance with said Section 34-12-110, Wyoming Statutes, as amended, 1977, the Teton County Clerk is respectfully requested to write "vacated" across Lot 1 of Simpson Corner Townhomes Addition to the Town of Jackson, recorded in said Office.

WILLIAM P. SCHWARTZ and CHERYL RANCK SCHWARTZ,
husband and wife

SIGNATURES BY SEPARATE AFFIDAVIT

CERTIFICATE OF APPROVAL

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

Pursuant to Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, SIMPSON CORNER CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2022.

Attest: TOWN OF JACKSON

Riley Taylor
Town Clerk

Hailey Morton Levinson
Mayor

Brian Lenz
Town Engineer

Paul Anthony
Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this _____ day of _____, 2022.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

The foregoing instrument was acknowledged before me by Riley Taylor, Town Clerk, this _____ day of _____, 2022.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

The foregoing instrument was acknowledged before me by Brian Lenz, Town Engineer, this _____ day of _____, 2022.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

The foregoing instrument was acknowledged before me by Paul Anthony, Planning Director, this _____ day of _____, 2022.

WITNESS my hand and official seal.

GENERAL NOTES:

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM.

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION AND TREATMENT SYSTEM.

ALL WATER, SEWER, AND STORM DRAINAGE SYSTEMS LOCATED WITHIN THIS SUBDIVISION SHALL BE PRIVATELY OWNED AND MAINTAINED.

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM DRAINAGE COLLECTION SYSTEM.

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

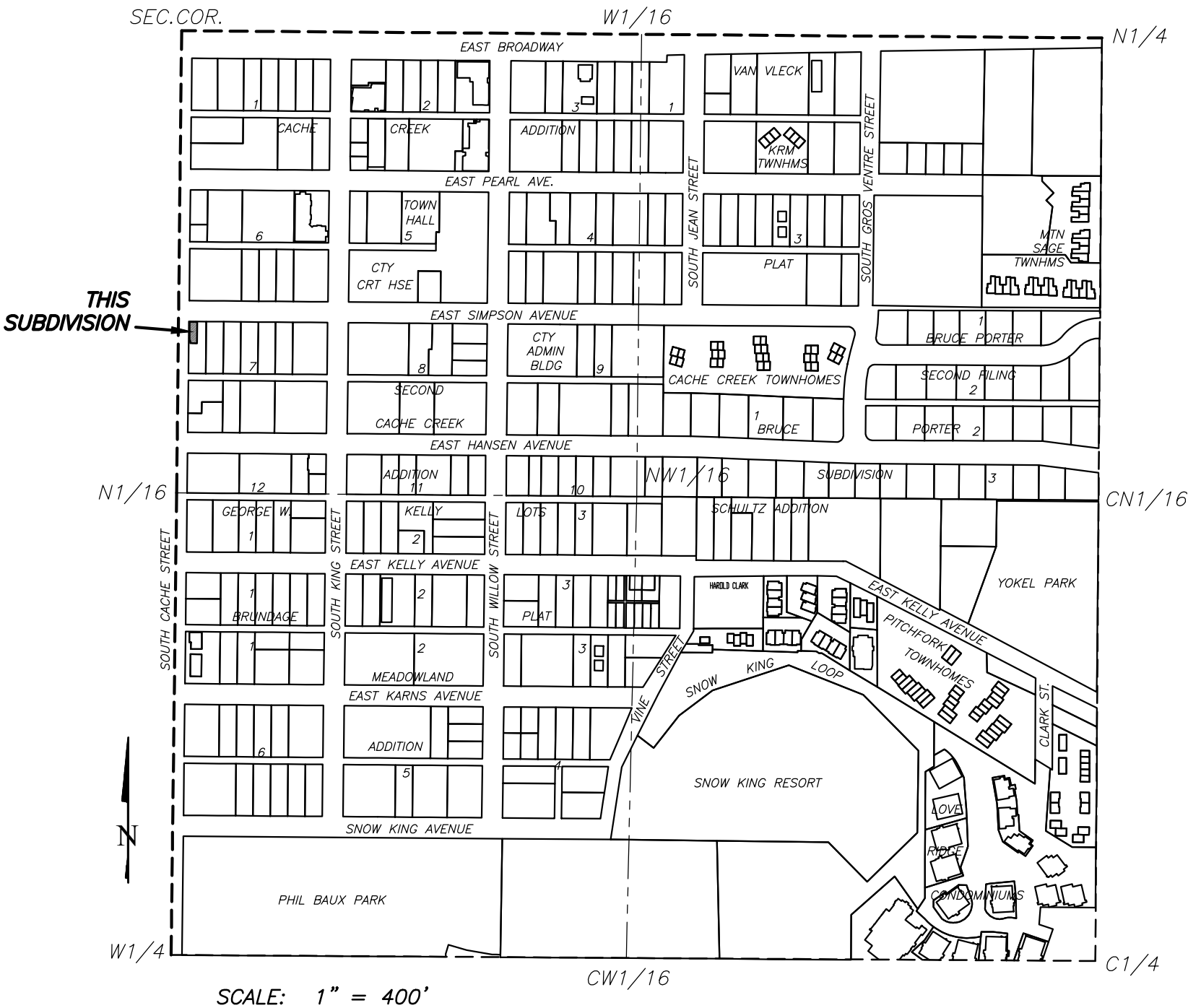
WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

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

VICINITY MAP

SHOWING

NW1/4 SECTION 34
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING



SCALE: 1" = 400'

OWNER:
WILLIAM P. SCHWARTZ & CHERYL RANCK SCHWARTZ
P.O. BOX 4145
JACKSON, WY 83001

ENGINEER:
JORGENSEN ASSOCIATES, INC.
P.O. BOX 9550
JACKSON, WY 83002

SURVEYOR:
ON SIGHT LAND SURVEYORS, INC
P.O. BOX 12290
JACKSON, WY 83002

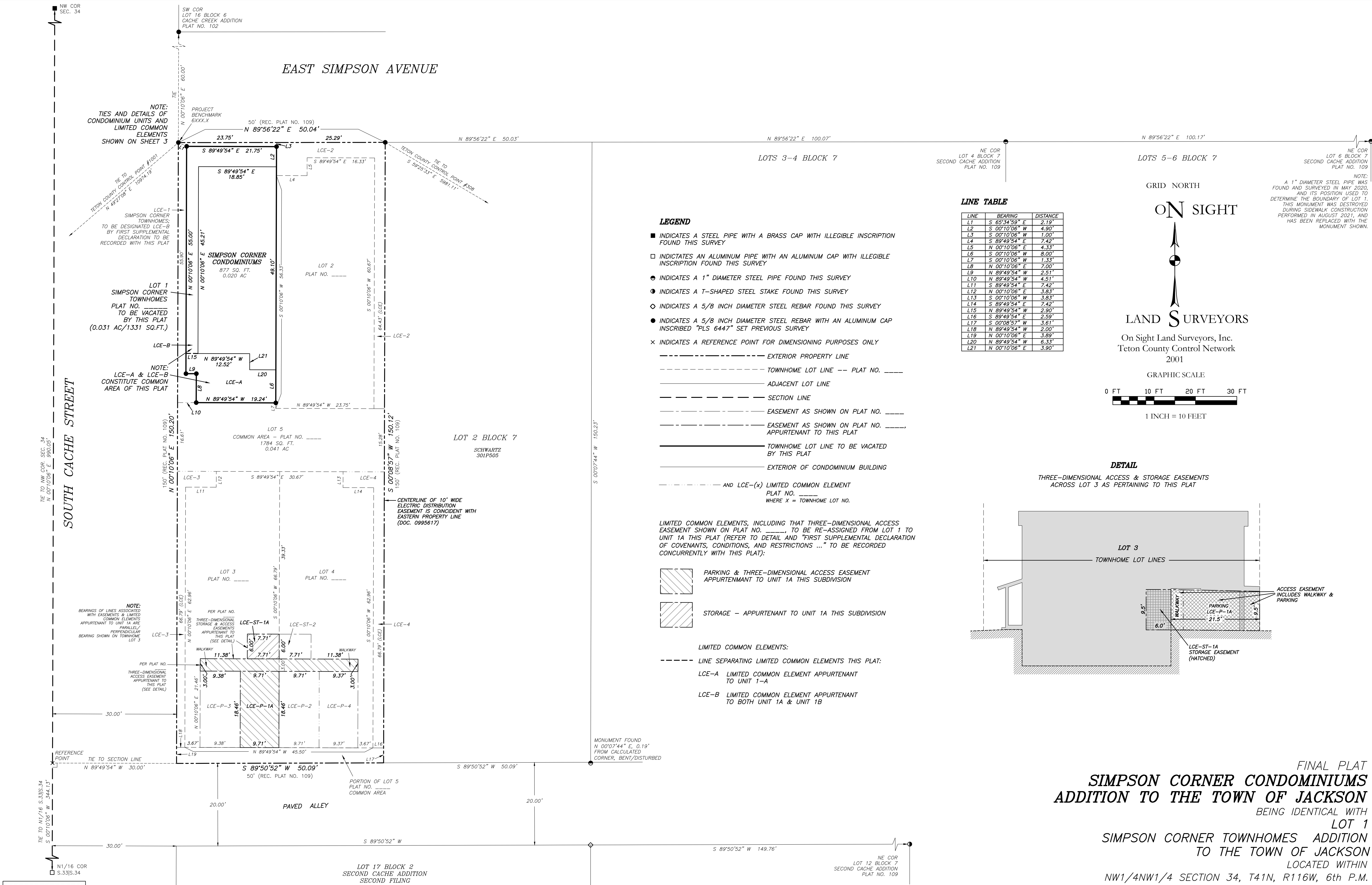
NUMBER OF CONDOMINIUM UNITS: 2

TOTAL PROJECT ACREAGE: 0.031 ACRES / 1331 SQ. FT.

PREPARATION DATE: FEBRUARY 7, 2022

FINAL SUBMITTAL REVISION:

FINAL PLAT
SIMPSON CORNER CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
BEING IDENTICAL WITH
LOT 1
SIMPSON CORNER TOWNHOMES ADDITION
TO THE TOWN OF JACKSON
LOCATED WITHIN
NW1/4NW1/4 SECTION 34, T41N, R116W, 6th P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING



LEGEND

- INDICATES A STEEL PIPE WITH A BRASS CAP WITH ILLEGIBLE INSCRIPTION FOUND THIS SURVEY
- INDICATES AN ALUMINUM PIPE WITH AN ALUMINUM CAP WITH ILLEGIBLE INSCRIPTION FOUND THIS SURVEY
- INDICATES A 1" DIAMETER STEEL PIPE FOUND THIS SURVEY
- ⦿ INDICATES A T-SHAPED STEEL STAKE FOUND THIS SURVEY
- ◇ INDICATES A 5/8 INCH DIAMETER STEEL REBAR FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 6447" SET PREVIOUS SURVEY
- × INDICATES A REFERENCE POINT FOR DIMENSIONING PURPOSES ONLY
- EXTERIOR PROPERTY LINE
- TOWNHOME LOT LINE --- PLAT NO. -----
- ADJACENT LOT LINE
- SECTION LINE
- EASEMENT AS SHOWN ON PLAT NO. -----
- EASEMENT AS SHOWN ON PLAT NO. --- APPURTENANT TO THIS PLAT
- TOWNHOME LOT LINE TO BE VACATED BY THIS PLAT
- EXTERIOR OF CONDOMINIUM BUILDING
- AND LCE-(x) LIMITED COMMON ELEMENT PLAT NO. --- WHERE X = TOWNHOME LOT NO.

LIMITED COMMON ELEMENTS, INCLUDING THAT THREE-DIMENSIONAL ACCESS EASEMENT SHOWN ON PLAT NO. ---, TO BE RE-ASSIGNED FROM LOT 1 TO UNIT 1A THIS PLAT (REFER TO DETAIL AND "FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ..." TO BE RECORDED CONCURRENTLY WITH THIS PLAT):

- PARKING & THREE-DIMENSIONAL ACCESS EASEMENT APPURTENANT TO UNIT 1A THIS SUBDIVISION
- STORAGE - APPURTENANT TO UNIT 1A THIS SUBDIVISION

LIMITED COMMON ELEMENTS:

- LINE SEPARATING LIMITED COMMON ELEMENTS THIS PLAT:
- LCE-A LIMITED COMMON ELEMENT APPURTENANT TO UNIT 1-A
- LCE-B LIMITED COMMON ELEMENT APPURTENANT TO BOTH UNIT 1A & UNIT 1B

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 85°34'59" E	2.19'
L2	S 00°10'06" W	4.90'
L3	S 00°10'06" W	1.00'
L4	S 89°49'54" E	7.42'
L5	N 00°10'06" E	4.33'
L6	S 00°10'06" W	8.00'
L7	S 00°10'06" W	1.33'
L8	N 00°10'06" E	7.00'
L9	N 89°49'54" W	2.51'
L10	N 89°49'54" W	4.51'
L11	S 89°49'54" E	7.42'
L12	N 00°10'06" E	3.83'
L13	S 00°10'06" W	3.83'
L14	S 89°49'54" E	7.42'
L15	N 89°49'54" W	2.90'
L16	S 89°49'54" E	2.59'
L17	S 00°08'57" W	3.81'
L18	N 89°49'54" W	2.00'
L19	N 00°10'06" E	3.89'
L20	N 89°49'54" W	6.33'
L21	N 00°10'06" E	3.90'

GRID NORTH

ON SIGHT

LAND SURVEYORS

On Sight Land Surveyors, Inc.
Teton County Control Network
2001

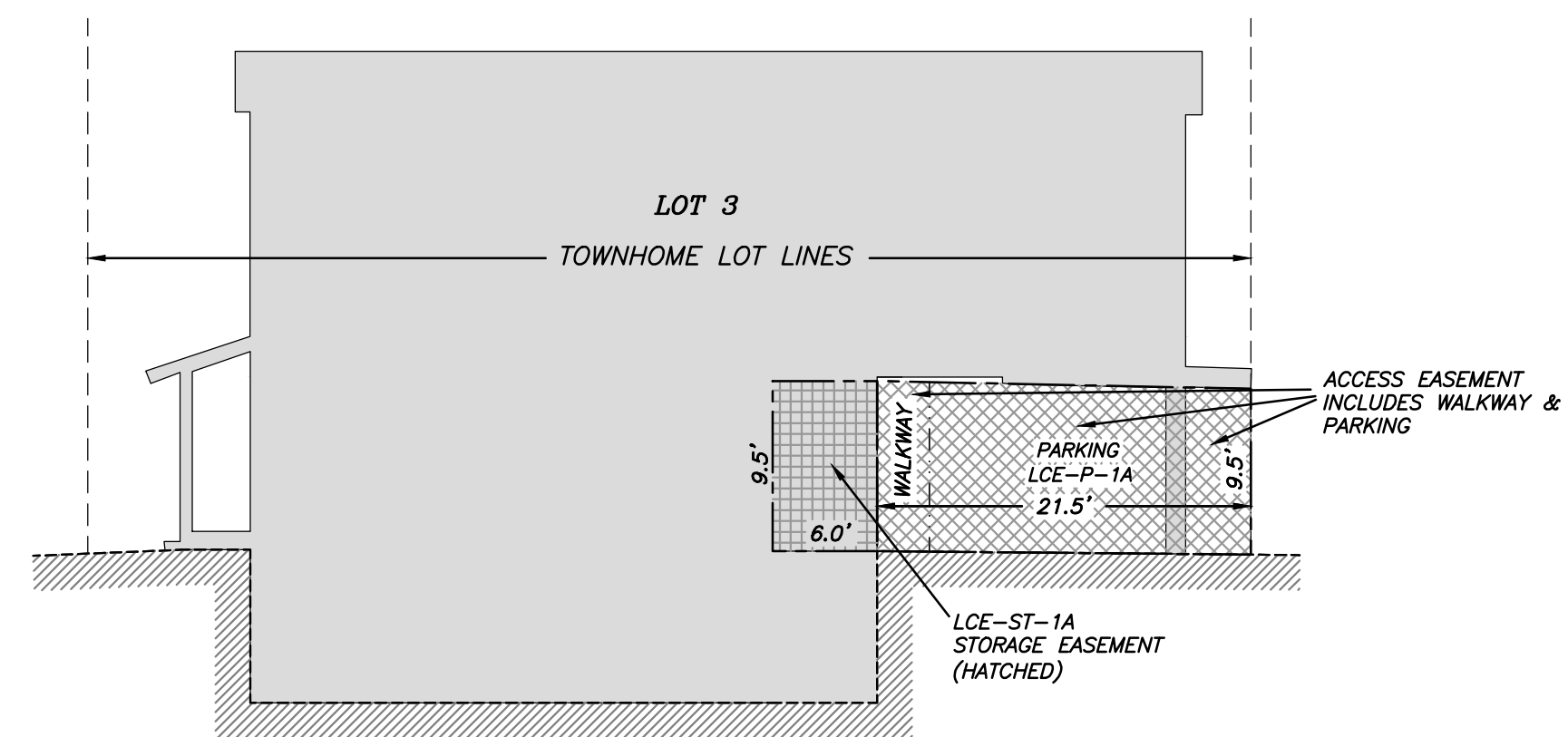
GRAPHIC SCALE



1 INCH = 10 FEET

DETAIL

THREE-DIMENSIONAL ACCESS & STORAGE EASEMENTS ACROSS LOT 3 AS PERTAINING TO THIS PLAT



FINAL PLAT
SIMPSON CORNER CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON

BEING IDENTICAL WITH
LOT 1
SIMPSON CORNER TOWNHOMES ADDITION
TO THE TOWN OF JACKSON
LOCATED WITHIN
NW1/4NW1/4 SECTION 34, T41N, R116W, 6th P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

PLANNING

Project Number	P22-048	Applied	3/1/2022	AL
Project Name	Condo Plat - 10 E Simpson (see P21-246)	Approved		
Type	FINAL PLAT	Closed		
Subtype	CONDO/TOWNHOUSE	Expired		
Status	STAFF REVIEW	Status		

Applicant		Owner	SCHWARTZ, WILLIAM P. & CHERYL
------------------	--	--------------	-------------------------------

Site Address	City	State	Zip
10 E SIMPSON AVENUE	JACKSON	WY	83001

Subdivision	Parcel No	General Plan
CACHE CREEK 2ND	22411634214008	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Building		3/21/2022			
Kelly Sluder					

Fire	APPROVED W/CONDITI	3/21/2022	3/21/2022	3/21/2022
Kathy Clay				
(3/21/2022 12:54 PM AL)				
(2/13/2022 3:35 PM CLAY)				

Fire department access must be provided. Fire sprinkling may be required dependant upon building use.

Joint Housing Dept	3/21/2022
Stacy Stoker	

Legal	NO COMMENT	3/21/2022	3/21/2022	3/21/2022
Lea Colasuonno				

OTHER

Planning	3/21/2022
Paul Anthony	

Plat Review-Survey	APPROVED W/CONDITI	3/21/2022	3/21/2022	3/21/2022
Other				

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
(3/21/2022 12:49 PM AL)					
(3/21/2022 12:49 PM AL)					
(3/1/2022 8:58 AM AL)					
PO Box 2870 // 180 South Willow St., Jackson, WY 83001					
P 307 733 2999 // F 307 733 8333					
February 28, 2022 Delivery via email					
Town of Jackson Planning & Building Department					
ATTN: Annette Langley, Planning Coordinator					
PO Box 1687 / 150 E Pearl Ave.					
Jackson, WY 83001					
ALangley@jacksonwy.gov					
(307) 733-0440 x 1304					
RE: P21-246-Resubmittal, Simpson Corner Townhomes Addition to the TOJ & Simpson Corner					
Condominiums Addition to the TOJ – Surveyor’s Review					
Dear Annette,					
Initial reviews of the proposed subdivision of this property were provided on October 22 and December 15, 2021.					
The ‘Townhome Plat’ included for review in this resubmittal was also included and reviewed previously and I have					
no further comments. The new addition of a ‘Condo Plat’ addresses concerns about subdividing three-dimensional					
space from a previous review. My review comments for the ‘Condo Plat’ are minimal and are as follows:					
Sheet 1:					
• Since two owners will be signing the affidavit, “Certificate of Owner” could be changed to “Certificate of					
Owners” at the top of the second column.					
• A mix of “No.” and “#” has been used to abbreviate “Number” in the Certificate of Owner. While not					
incorrect, consistency is preferred.					
Sheet 2:					
• The Project Benchmark text pointing to the NW corner of the project has placeholders in place of some					
digits. The full elevation and units should be added before recording.					
Sheet 3:					
• No comments.					
Sincerely,					
Mark Fellermann, PLS					
Survey Department Manager					
mark@y2consultants.com					
Plat Review-Title	APPROVED W/CONDITI	3/21/2022	3/21/2022	3/21/2022	
<none>					

Type of Review	Status	Dates			
		Sent	Due	Received	Remarks
Contact					
Notes					
(3/21/2022 12:50 PM AL)					
TITLE 22 CONSULTANTS PLAT REVIEW					
Simpson Corner Condominiums Addition to the Town of Jackson					
Proposed Plat: Simpson Corner Condominiums Addition to the Town of Jackson					
Platted From: Lot 1 of Simpson Corner Townhomes Addition to the Town of Jackson					
Located: Town of Jackson					
Owner/Subdivider: William P. Schwartz and Cheryl Ranch Schwartz					
Summary: The plat vacates Lot 1 of Simpson Corner Townhomes Addition to the Town of Jackson, which is a 5-lot plat consisting of two residential structures, each containing two "townhouse" lots, and one common area lot. The northernmost building of said plat is comprised of Lots 1 (west) and 2 (east). This proposed plat would vacate Lot 1 and create 2 new airspace condominium units, with the end result being that the west half of the building would be 2 condominiums, and the east half of the same building being a platted townhome lot, all under one roof.					
Title Report provided by Wyoming Title & Escrow Effective Date: January 7, 2022					
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 East Simpson Avenue, South Cache Street, and the public alley south of subject land					
EASEMENTS/ENCUMBRANCES: All easements cited on the title report ? Are ? Are Not shown on the proposed plat (located and/or included in the Certificate of Owner).					
STREETS/ALLEYS:					
? Dedicated to the public					
? Private, with rights of way granted to each lot owner					
? N/A, no streets or alleys within plat boundary					
PLAT REVIEW – Technical Review (Statutory)					
AIRSPACE UNITS (2 DIMENSIONS) ? Are ? Are Not properly shown.					
Units ? Are ? Are Not PROGRESSIVELY NUMBERED.					
The underlying land ? Is ? Is Not VACATED.					
CERTIFICATES:					
Certificate of Owner(s) ? Included ? Signatures to be provided via separate Affidavit					
Certificate of Surveyor ? Included ? Not included					
Certificate of Acceptance from ? Town of Jackson ? Teton County ? Included ? Not Included					
Certificate of Mortgagee(s) ? Included ? To be provided via separate Affidavit ? N/A					
PLAT REVIEW – Conclusions					
General Comments:					
I have numerous concerns about trying to create two separate regimes within a shared structure, and all the attendant unintended consequences that could flow from that. This all seems overly complicated for just two units.					
I had concerns about the insurability of these units as platted, so I contacted one of my old title insurance underwriting attorneys. Some of his comments are as follows:					
• The demising wall, through the middle of the building, will have to exactly correspond to the old, underlying lot line since the west half of the building is what is intended to be removed from the townhome project and now condominiumized into the two new condo units. Based on the picture you provided, there could be potential access issues for the condo project which will need to cross or share in some way a portion of the townhome project's common area. • They will need to address any common or shared ownership, benefits, burdens and obligations, between townhome and condo regimes. That would encompass foundation, support, walls and roofline as well as all of the shared utilities. The condo and townhome regimes will need to address the common wall rights by executing a party wall agreement, which would include the common roof and would necessarily address all of the casualty insurance coverages for a shared building.					
How, for example, do you address the possible structural encroachment/overlap between the two plats as highlighted below? Is the building coincident with the underlying lot line?					
Recommendations: Title 22 Consultants strongly recommends the following:					
1. 3 Unit Condo Plat: If the goal is to create two, separately deeded (or deedable) units out of existing Lot 1, Lots 1 and 2 should both be vacated and replaced with a condominium plat of 3 units within the existing building on Lots 1 and 2. When I suggested this to my underwriting source, his response was:					
I do like your thoughts that instead of trying to slice their way through an existing building on an ownership level, with all of the types of ownership complications involved with townhomes and condos and different regimes and one building trying to straddle two different					

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
regimes, the easier answer is to leave the single building intact and vacate all of lots 1 and 2 and condominiumize the lots and the single structure on the two lots. That way they could deal better with the townhome common area and access issue by pulling the entire two lots, ground and improvements, out of the townhome project. And they wouldn't have the problem of trying to make sure that the slice through the building is exactly coincident with the common lot line between lots 1 and 2 since they are locked into that as a base legal description. 2. Abandon Condo Plat: If it isn't necessary that the housing mitigation unit have a separate legal description or required to be deeded separate and apart from the ground floor unit in Lot 1, the condominium plat is unnecessary and should be abandoned. NOTE: I spoke to Paul Anthony on 3.18.22, and he stated that TOJ does not require a separate legal description for the mitigation unit, and TOJ is comfortable crafting a description as to that part of Lot 1 impacted by restrictions. 3. Insurability/Underwriter Approval: If you wish to proceed with the condominium plat as proposed, I strongly suggest that you work with the title company who will be insuring the title to any of those units, and make sure they obtain underwriter approval of the proposed plat, documents, and regime prior to finalizing the plat. Additional thoughts: 1. This is a high level review of basic foundational issues, so does not address all the minor details I would normally cover in a plat review. However, I do have a few observations based on my cursory review of some of the documents: - I do not see that the Supplemental Declaration references the Wyoming Condominium Ownership Act as set forth in WS 34-20-102; this should be included if you plan to continue with a condominium regime (my apologies if I missed it). - Rocky Mountain Bank has been acquired by First Western Trust, so this should be addressed in the Certificate of Mortgagee. PLAT REVIEW – Disclaimer Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat. Plat Review submitted by: Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company					
Public Works	APPROVED W/CONDITI	3/21/2022	3/21/2022	3/21/2022	
Brian Lenz					

Type of Review	Status	Dates			
Contact		Sent	Due	Received	Remarks
Notes					
(3/21/2022 12:51 PM AL)					
(3/8/2022 5:17 PM BTL)					
P21-246					
ADDRESS: 10 E Simpson					
OWNER: William Schwartz					
APPLICANT: William Schwartz					
3/8/2022					
Jeff Silliman and Brian Lenz, 733-3079					
DATE OF SUBMITTAL: 2/8/2022					
DATE OF MATERIALS: 8/20/2021					
REVISION NO.: 00					
BOND FOR MONUMENTATION: \$2000.					
Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor.					
The engineering division has reviewed your application for a FINAL PLAT submitted on and with application materials as dated above.					
The following minor items were noted in our review and may be addressed to provide more accurate finished products but are not required to be reviewed any further by Town Engineering.					
SHARED PARKING AGREEMENT					
1. Page 1: last line “well” is misspelled.					
2. Page 2: first line “shared” is misspelled.					
3. Advise removing the aerial image prior to recording because the county does not do color and the scan of the black and white will be difficult to read.					
CONDOMINIUM PLAT					
1. Sheet 3: Section A-A: Roof measurement of Unit 1-B Scales at 36.9’ and is labeled 42.82’. Review and revise dimensions as necessary.					

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the “Declaration”) is made this ____ day of _____, 2022, by William P. Schwartz and Cheryl Ranck Schwartz, husband and wife (hereinafter referred to as to as the “Declarant”).

Article I CREATION OF THE TOWNHOMES ADDITION

1. Purpose and Intent. The Declarant, as the owner of the real property known as Lot 1 of Block 7 of the Second Cache Creek addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded October 14, 1913 as Plat No. 109 (the “Property”), intends by the contemporaneous recording of this Declaration and Plat for the Simpson Corner Townhomes Addition to the Town of Jackson (the “SCTA Plat”) to create a general plan of development, ownership, use and maintenance of the Simpson Corner Townhomes Addition to the Town of Jackson, Wyoming.
2. Binding Effect. The Property shall be owned, conveyed and used subject to all of the provisions of this Declaration and the SCTA Plat and any restatements, amendments, or supplements thereto, which shall run with the title to such Property. This Declaration shall be binding upon all persons having any right, title, or interest in any portion of the Property, their tenants, guests, invitees, heirs, successors, successors in-title, and assigns, and shall inure to the benefit of each Owner, tenant, mortgagee, or occupant thereof. Any violation of this Declaration by a tenant, occupant, guest, or invitee of an Owner shall be deemed a violation by the relevant Owner. This Declaration shall be enforceable in perpetuity by the Simpson Corner Townhomes Owners Association, any Owner, and, during any period in which the Declarant owns any portion of the Property and for a period of five (5) years thereafter, the Declarant and its legal representatives, successors, and assigns.

Article II DEFINITIONS

The terms used in the Declaration shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

1. Property. That certain real property described as Lot 1 of Block 7 of the Second Cache Creek Addition to the Town of Jackson according to that plat recorded on October 14, 1913, as Plat No. 109.

2. Simpson Corner Townhomes Owners Association or Property Owners Association or Association. The Simpson Corner Townhomes Owners Association, a Wyoming non-profit corporation, its successors or assigns.
3. Board of Directors or Board. The Board of Directors of the Simpson Corner Townhomes Owners Association. The Board shall have four (4) members who shall be elected in accordance with the applicable provisions of the Bylaws. The Board shall have the powers enumerated in the Governing Documents.
4. Bylaws. The Bylaws of the Association, as amended and modified from time to time.
5. Common Area(s). Common Area (singular) means all real property owned by the Association and shown on the SCTA Plat as Lot 5. Common Areas (plural) means all real property owned by the Association and shown on the SCTA Plat as Lot 5 and all real property owned by the Association and shown on the SCTA Plat, or any other plat recorded against any portion of the Property, as limited common area, or "LCE" further defined in Article II Section 7 hereinbelow.
6. Governing Documents. A collective term, meaning this Declaration, the SCTA Plat, Articles of Organization, and Bylaws of the Association, as they, or any of them, may be restated, amended or supplemented from time to time.
7. Limited Common Area. All real property (including the improvements thereto) owned by the Association and dedicated for the exclusive use of one specific Owner, Lot, or Unit as identified on the SCTA Plat. The SCTA Plat identifies the following Limited Common Areas: (i) four separate Limited Common Area parking spaces identified as LCE-P-1 through 4 that are each appurtenant to a separate Lot or Unit, (ii) four separate Limited Common Area lawn areas, and patios identified as LCE 1 through 4 that are each appurtenant to a separate Lot or Unit, (iii) two Limited Common Area storage units identified as LCE-ST-1 and LCE-ST-2 that are respectively appurtenant to Lot 1 and Lot 2. Each of the Limited Common Areas are labeled on the SCTA Plat with a number to show the Lot to which it is appurtenant. For example, "LCE-P-1" is appurtenant to Lot 1.
8. Lot. The four (4) Lots shown on the SCTA Plat as Lot 1, Lot 2, Lot 3 and Lot 4. (Lot 5 is referred to herein as Common Area.)
9. Member. A member of the Association.
10. Owner. The record owner, whether one or more persons or entities, of a fee simple title to any Lot or Unit which is a part of or situated upon the Property, but excluding those having such interest merely as security for the performance of an obligation.
11. SCTA Plat. That officially approved Plat of the Simpson Corner Townhomes Addition to the Town of Jackson to be filed with the Office of the Clerk of Teton County, Wyoming contemporaneously with this Declaration.

12. Shared Parking Covenant. That covenant between Declarant and the owner of the Lot adjacent to the Property (known as 20 E. Simpson or Lot 2) providing for shared parking recorded in the land records of Teton County on _____ in _____..
13. Unit. Any separately owned single-family residence located on the Property, including a townhome or a condominium. “Units” means more than one separately owned single-family residence on the Property. “Unit” or “Units” does not include any “associated residential unit” (“ARU”) physically attached to another Unit as generally defined by the Teton County Land Development Regulations.

Article III PROPERTY RIGHTS

1. Owners’ Easements of Enjoyment. Every Owner shall have a right and appurtenant easement of enjoyment in and to the Limited Common Area associated with his or her Lot, as depicted on the SCTA Plat, which shall be appurtenant to and shall pass with the title to every Lot, subject to:
- (a) The right of the Association to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association with the consent of Declarant during any period in which the Declarant owns any portion of the Property;
 - (b) Non-exclusive easements across the Limited Common Area in favor of the Association, Owners, and, during any period in which the Declarant owns any portion of the Property and for a period of five (5) years thereafter, the Declarant, and respective agents, contractors, or utility service providers, to the extent reasonably necessary for the purpose of:
 - i. Installing utilities and other infrastructure, including without limitation, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; and drainage or stormwater systems to serve the Property;
 - ii. Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Property;
 - iii. Access to read utility meters;
 - iv. Maintenance of the Limited Common Areas and the exteriors of the Lots in accordance with this Declaration; and
 - v. Access for pedestrian access and egress across Limited Common Area side lawns and parking spaces to make reasonable use of the parking spaces appurtenant to a Unit.

- (c) Easements for natural drainage of stormwater runoff from other portions of the Property; provided, no person shall alter the natural drainage on any portion of the Property to increase materially the drainage of stormwater onto adjacent portions of the Property without the consent of the Owner(s) affected thereby.
 - (d) The Bylaws, which shall not contain provisions in contradiction of the foregoing subparagraphs (a) through (c).
- 2. Delegation of Use. Any Owner may delegate his or her right of enjoyment to the applicable Lot or Unit and appurtenant Limited Common Areas to family members, guests, invitees or contract purchasers. Except as may be otherwise provided in this Declaration or as expressly permitted by the Board, an Owner of an ARU (associated rental unit) or restricted workforce housing unit shall not permit a tenant of such unit to use any Common Areas except as may be necessary for ingress or egress to such unit, and all leases of such unit shall expressly reference this restriction.
- 3. Taxes and Assessments. All taxes, assessments, and other charges of the State of Wyoming or of any political subdivision or of any special improvement district or of any other taxing or assessing authority shall be assessed against and collected on each Lot separately, not on the Property as a whole, and each Lot or Unit shall be carried on the tax records as a separate and distinct parcel. In furtherance of the foregoing, each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Lot or Unit and the appurtenant Limited Common Areas. Each Owner shall pay the taxes or assessments specifically assessed against his or her Lot or Unit, or interest therein, as well as his or her interest in the Common Areas, which shall be allocated on an equal basis per Lot or Unit. The lien for taxes assessed to any Lot or Unit shall be confined to that Lot or Unit. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot or Unit.

Article IV USE AND CONDUCT

- 1. Framework for Regulation. The Governing Documents establish, as part of the general plan of development and use for the Property, a framework of affirmative and negative covenants, easements, and restrictions which govern the Property. However, within this framework, the Association should have the ability, as needed, to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology that may affect the Property, Owners, and residents. Toward that end, this Article establishes procedures for adopting, modifying and expanding Rules and Regulations.
- 2. Rules & Regulations.
 - (a) The Board, in its discretion, may prepare and adopt Rules and Regulations that apply to the Property, Lot, and Unit Owners (and their family members, occupants, tenants,

guests and invitees). Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Rules and Regulations from time to time. The Board shall send notice by mail to all Owners concerning any such proposed action at least thirty (30) days prior to the Board meeting at which time such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective after compliance with Section 4.2(c) below, unless disapproved at a meeting of the Members by more than fifty percent (50%) of the total votes entitled to vote on the matter, and subject to the foregoing provisions. Notwithstanding anything to the contrary herein, the Board shall not adopt any Rules and/or Regulations that adversely affect the Declarant, without Declarant's prior written consent.

(b) The Members, at an Association meeting duly called for such purpose, may adopt rules or regulations which modify, cancel, limit, create exceptions to, or expand the Rules and Regulations by a vote of more than fifty percent (50%) of the total votes entitled to vote on the matter pursuant to this Declaration and the Bylaws of the Association. Notwithstanding anything to the contrary herein, the Members shall not adopt any rules or regulations that adversely affect the Declarant, without Declarant's prior written consent.

(c) At least thirty (30) days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Rules and Regulations then in effect to any requesting Member or Mortgagee.

3. Owners' Acknowledgement and Notice to Purchasers. All Owners are hereby given notice that use of their Lot or Unit and the Limited Common Areas are limited by the Governing Documents and the Rules and Regulations as they may be adopted, amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Lot or Unit, acknowledges and agrees that the use, enjoyment, and marketability of his or her Lot or Unit can be affected by the Governing Documents and the Rules and Regulations and that the Governing Documents and the Rules and Regulations may be amended in accordance with their terms.
4. Limitation to Residential Use. Lots, Units, and Limited Common Areas shall be used for residential purposes only. No commercial use shall be made of any Lot or Unit and no building or structure shall be intended for or adapted to commercial use; provided, however, that these prohibitions shall not preclude "home occupations" as currently defined in Town of Jackson Land Development Regulation Section 6.1.1 1.D (or any successor, similar ordinance), or any professional, home occupations or cultural activities in the home, such as painting, sculpturing, writing, music, art and craft work, and similar cultural activities, even if such activities may bring remuneration to the person or persons participating therein; provided that any such professional or cultural use is permitted by all necessary governmental authorities, and does not create a nuisance to Owners or occupants of other Lots or Units. Professional or cultural uses that require any additional parking or

that involve customers or clients coming to the Property shall not be permitted unless approved in advance by the Board and shall be subject to whatever additional regulations established by the Board regarding such use to minimize the impact upon Owners.

5. Restriction on Rentals. Any lease or rental of a Unit to an occupant who is not an immediate family member of the Owner of the Unit shall not be for a period of less than thirty (30) consecutive days (for any Unit owned as tenants in common or by a limited liability company or any other form of corporate entity, "immediate family member" shall mean the immediate relatives of up to two (2) such tenants in common, current corporate owners or members of such an entity). In the interest of assuring consistent and high-quality maintenance and operation of the Units, any companies providing property management or permitted leasing services to the Units, and any programs by which such services or activities are to be provided or undertaken with respect to the Units, shall be subject to prior approval by the Board, provided, however, that such approval shall not result in retention of property management companies charging fees in excess of normal and customary rates for similarly situated properties in the local market. The enforcement of the rental use restrictions included herein may be made directly by the Association through its Board, and may include the immediate termination and suspension of any occupancy of a Unit by unauthorized occupants. The Association may alternatively require, at its sole discretion, that the Owner of the subject Unit being so leased shall, at its own expense and action, immediately terminate and suspend any such unauthorized occupancy. The Association may assess a penalty of \$1000.00 per violation of rental use restrictions. On the third violation, in addition to the foregoing penalties, the Association shall have the right, in its sole discretion, to terminate the right of a Unit Owner to further lease or rental of its Unit. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section.
6. Restrictions Regarding Exteriors. No changes, modifications or improvements may be made to the exterior of any Unit without the approval of the Board. Absent Board approval, the following items are prohibited from being attached, stored or erected in any manner within the Common Area or Limited Common Areas without the prior approval of the Board: plastic flower/plant containers, umbrellas, sunshades, bicycles or any other recreational gear (including kayaks, ski equipment, playground equipment and similar items), trash containers, decorative flags, prayer flags, signs, lights, banners, placards, pictures, screens, outside clothing lines or other outside clothes drying or airing facilities, children's toys or equipment, or any similar items. Notwithstanding the foregoing, bicycles, recreational gear, equipment and toys may be stored within garages, designated common bike racks or common storage sheds, or within enclosed bins or closets. For each violation of this Section the Association may assess a penalty of \$200.00 per violation in addition to the other remedies set forth in the Governing Documents.
7. Domestic Animals. No pets shall be kept or maintained on the Property except as provided herein. Each Lot or Unit shall be entitled to maintain a reasonable number of household pets, including but not limited to one dog, one cat, fish, birds, rodents, and non-poisonous reptiles, so long as such pets are not kept for any commercial purpose, are not kept in unreasonable numbers, do not cause an unreasonable amount of noise or odor, and do not

otherwise become a nuisance to other Owners or occupants. All Owners or occupants with household pets shall keep the animals under control so they do not cause a nuisance to others and do not harass or endanger wildlife. All Owners or occupants with household pets shall clean up all waste or excrement from their pets within the Property and shall repair, at his or her own cost, any damage to the lawn, landscaping, decks, or any other part of the Property arising from the actions of their pets. The Board shall have the right and authority to determine in its sole discretion that pets are being kept for commercial purposes, or are otherwise a nuisance to other Owners or occupants, or that an Owner or occupant is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a pet with other offensive habits, to confine such animal indoors. In the event that the Board shall determine that a pet has become a “nuisance pet,” a written notice of violation shall be delivered to the Owner or custodian of the nuisance pet, and if the nuisance pet is not removed from the Property within seventy-two (72) hours thereafter, the Board shall have the right to remove the nuisance pet, or cause the nuisance pet to be removed and kenneled, at the sole expense of the Owner of the Lot or Unit on which the nuisance pet is boarded and to enter upon an Owner’s Lot or Unit for such purpose, all without liability on the part of the Board. Any costs associated with responding to complaints of a nuisance pet may be levied against an Owner or occupant as a specific assessment, and the Board shall have the right to assess a penalty of up to \$50 per day against any Owner of a Lot or Unit where a nuisance pet is kept until the nuisance is abated in the discretion and sole determination of the Board.

8. Wildlife. The feeding of wildlife is prohibited. Notwithstanding the foregoing, Owners or occupants may maintain bird feeders within their respective Lots or Units and Limited Common Areas.
9. Trees and other Landscaping. The Association shall be responsible for the reasonable care and maintenance of the lawn, trees and other landscaping on the Common Area and Limited Common Areas, and the cost of such landscaping care shall be part of the common assessment. The planting of flowers or additional vegetation by an Owner on the Common Area shall (a) be approved by the Board prior to any such planting, (b) be generally consistent with the other vegetation on the Common Area, and (c) be installed and maintained at such Owner’s cost. The planting of flowers or additional vegetation by an Owner on that Owner’s an appurtenant Limited Common Area shall be generally consistent with other vegetation in the Common Area and shall be installed and maintained at such Owner’s cost.
10. Fireworks. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.
11. Nuisance. No noxious or offensive activity shall be carried on upon the Property or any part thereof, nor shall anything be done or placed thereon which may be or become a

nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Lots or Units.

12. Garbage. All garbage, trash, and recycling items shall be placed and kept in covered containers and be put out for routine collection and in accordance with the rules and regulations that may be promulgated from time to time by the Board. The maintenance of accumulated waste plant materials is allowed in a composting container in accordance with the rules and regulations that may be promulgated from time to time by the Board.
13. No Outdoor Storage. No equipment or personal property shall be stored on the Common Area except as may permitted by such written rules and regulations established by the Board and as specified under Article IV Section 6.
14. Fences. No Owner may erect a fence on any portion of the Common Area or Limited Common Areas without the prior approval of the Board. If approved by the Board, fencing must also comply with any applicable rules and regulations of the Association and the Land Development Regulations of the Town of Jackson.
15. No Subdivision or Partition. No Lot may be further subdivided. The Common Area may not be partitioned, and each member waives any right of partition as to the Common Area.
16. Leases. All leases affecting any portion of the Property shall require the Lessee to comply with all terms of this Declaration, the Shared Parking Covenant, and any written rules and regulations related thereto, and such other written rules and regulations that may be promulgated by the Board from time to time.
17. Use of Common Area. Use of the Common Area shall be limited to (i) the Declarant and their heirs and household guests, and (ii) Owners of a Lot and their invited household guests. Such use shall comply with such rules and regulations that may be promulgated by the Board from time to time. Social activities on or near the common area after 10 p.m. are prohibited without advance permission from the Board.

Article V

MAINTENANCE AND LANDSCAPING

1. General. No structure shall be placed, erected, or installed upon any Lot or Limited Common Area, including the expansion of decks, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design, color, and location in relation to surrounding structures and topography by the Board. In the event the Board fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required, and this Section shall be deemed to have been fully complied with. This provision shall be in addition to any building codes or land use development regulations of the Town of Jackson. Any Owner may remodel, paint, or redecorate the interior of structures on his or her Lot

or Unit without approval from the Board. However, modifications (including new or changed exterior painting or siding) to the exterior of improvements on a Lot, Unit, or the Limited Common Areas shall be subject to prior Board approval. No approval shall be required to rebuild a damaged structure substantially in accordance with originally approved plans and specifications or original construction.

2. Lot and Common Area Maintenance. The Association shall be responsible for maintenance and repair of exterior elements constructed on the Property including, but not limited to routine painting and staining; repair, replacement and care of shingles, gutters, downspouts, fences, gates and exterior building surfaces (with the exception of windows/glass surfaces), and the cost of such maintenance, repair and replacement shall be part of the common assessment. The Association shall be responsible for the maintenance and repair of the Common Area and Limited Common Areas, including providing routine irrigation, landscaping, and snow removal services, and the cost of such maintenance, repair and replacement shall be part of the common assessments. In the event the Board determines that the need for any specific maintenance, repair or replacement is caused through the willful or negligent act of an Owner, or the family, guests, tenants or invitees, or pets of an Owner, the cost of such maintenance or repair shall be assessed to the Lot or Unit of that Owner. Notwithstanding anything herein contained to the contrary, each Lot and Unit Owner shall have the responsibility to keep in a clean, safe, and sanitary condition, at such Owner's sole expense, their appurtenant Limited Common Area. Each Owner shall be responsible for the maintenance and repair of his or her Lot or Unit's foundation, windows/glass surfaces, structural bearing members, and all interior aspects of improvements located on the Owner's Lot or Unit. If an Owner fails to perform the required maintenance on his or her Lot or Unit or appurtenant Limited Common Areas as required under this Section (with the exception of interior aspects of improvements located on the Lot or Unit), the Board may, at its election, provide the maintenance to a Lot, Unit, or appurtenant Limited Common Areas and assess a specific assessment against the Owner of such Lot or Unit for repayment of all costs associated therewith, including reasonable administrative fees.
3. Common Utilities, Facilities and Services. In the event that one or more Lots and/o Units utilize a common utility service, common utility infrastructure or other types of facilities or services at the Property that are utilized in common, including but not limited to, sewer or water lines, electrical lines, or power boxes, such common utilities, facilities and services shall be maintained, repaired and replaced, as needed, by the Association, and all costs associated therewith shall be paid on a pro rata basis by the Owners of all Lots and Units utilizing such common utilities, facilities and services. In the event that the need for maintenance, repair or replacement of a common utility, facility or service is caused through the willful or negligent act of an Owner, or the family, guests, tenants, invitees, or pets of an Owner, the cost of such maintenance or repair shall be assessed to the Lot or Unit of said relevant Owner. Notwithstanding anything herein contained to the contrary, each Lot and Unit Owner shall have the responsibility to maintain, repair, replace and keep in a clean, safe and sanitary condition, at such Owner's expense, all portions of the

Owner's Lot or Unit and utilities and facilities specifically serving the Owner's Lot or Unit.

Article VI
THE ASSOCIATION AND ITS MEMBERS; BOARD

1. Function of Association. To the extent not otherwise delegated to the Owners in the Governing Documents, the Association, through its Board, shall be responsible for the administration, management, maintenance, operation, and control of the Property and shall also be responsible for enforcement of the Governing Documents, which may also be enforced by the Owners and during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant. The Association, through its Board, shall also be responsible for performing all duties and obligations of the Association as set forth in the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming. In furtherance of its functions, the Association is authorized to enter into and terminate, in the Board's discretion, contracts or agreements with service providers, to provide services to the Property for the Owners of the Association and their occupants, guests, and invitees. By way of example, some services which may be contracted for include legal, accounting, snow removal, trash and recycling removal, landscape maintenance, and similar services. The Association may exercise any right or privilege given to it expressly by the Governing Documents, and every other right or privilege reasonably to be implied therefrom or reasonably necessary to effectuate any such right or privilege, including establishing rules and regulations that are consistent with the Governing Documents.
2. Membership. Every Owner of a Lot or Unit shall be a Member of the Association. Membership in the Association is appurtenant to the ownership of a Lot or Unit and may not be severed from the ownership of a Lot or Unit. Membership in the Association is mandatory, and no Owner of a Lot or Unit may withdraw from membership as a Member in the Association. There shall be only one membership per Lot and/or Unit. If a Lot or Unit is owned by more than one person, all co-Owners shall share the privileges of such membership, subject to the restrictions on voting set forth in the Governing Documents, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, member, manager, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Board.
3. Voting of Members and Board. The Association shall have one class of membership. Members shall have one equal vote for each Lot or Unit in which they hold the interest required for membership. The vote for each Lot or Unit owned by a Member shall be exercised by the Owner of the Lot or Unit. In any situation where there is more than one Owner of such Lot or Unit, the vote for such Lot or Unit shall be exercised as the co-Owners determine among themselves and advise the Board in writing prior to the vote

being taken. Absent such advice, the vote appurtenant to such Lot or Unit shall be suspended if more than one person seeks to exercise it. Voting rights as to each Lot shall vest upon the recordation of the plat establishing the Lots or Units. All votes, consents, or determinations to be made by the Board or by the Members of the Association shall be approved by a majority of those qualified to vote. Any action requiring a vote by the Board or the Members shall fail unless it is approved by a majority of those entitled to vote, unless a different approval requirement is set forth in this Declaration, the Bylaws, or the Wyoming Nonprofit Corporation Act or its successor.

4. Restricted Voting in the Event of a Default. In the event that an Owner is in breach or default of the provisions of this Declaration, then the Board shall have the authority in its discretion to suspend such Owner's and Board member's voting rights until the Board determines the Owner's default is cured. Such Owner or Board member shall, during the period of such uncured breach or default, not be counted for the purposes of determining a quorum or for the purposes of whether a necessary amount of votes have been obtained. Notwithstanding the foregoing, an Owner's right to vote concerning any amendment of the Governing Documents shall not be suspended based upon the Owner's default under this Declaration.

Article VII

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Personal Obligation of Assessments. The Declarant, for each Lot owned, and each Owner of any Lot or Unit by acceptance of a deed therefore, is deemed to covenant and agree to pay the Association the following assessments:
 - (a) annual assessments;
 - (b) special assessments for amounts incurred or required to be expended by the Association for which annual assessments are insufficient;
 - (c) specific assessments to a specific Owner for any costs or damages caused by a specific Owner or such Owner's tenants, guests, invitees, or pets, or due to a breach or default of this Declaration by such persons; and
 - (d) all monetary fines assessed by the Board.
2. Creation of Lien. Until paid in full, the annual, special, and specific assessments and fines, together with interest, costs, and reasonable attorney's fees, shall constitute a present and continuing lien upon the Lots and Units against which such assessments are made without the need to file a notice of lien in any public record. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner at the time when the assessment fell due.

3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners and occupants of the Property for the improvement, maintenance, repair and replacement of the Common Area and Limited Common Areas, common utilities, common services, and the exterior elements of the improvements on the Property and may also be used to obtain and maintain casualty and liability insurance on Common Areas and Limited Common Areas or in relation to the Association's officers, directors, and employees.
4. Annual Assessment. The amount of the annual assessments shall be determined by the Board and shall be based upon advance estimates of cash requirements of the Association to provide for the payment of all costs and expenses arising out of or connected with the following: (a) the administration and management of the Property, (b) taxes and assessments on Common Area or Limited Common Areas from governmental or quasi-governmental entities or agencies, (c) premiums for all insurance which the Association is required or permitted to maintain hereunder, (d) legal, audit and accounting fees, (e) the routine maintenance, repair, and replacement of the Common Area, Limited Common Area, common utilities, fences and gates, and the exterior elements of improvements on the Lots, (f) amounts necessary to eliminate any deficit remaining from a previous period, (g) the creation of a reasonable reserve fund for periodic preventative maintenance, repair, and replacements and/or for future capital improvements or expenditures, and (h) any other operating, administrative and management costs, expenses and liabilities which may be incurred by the Association for the benefit of all the Owners or by reason of this Declaration. The Board shall fix the amount of the annual assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment, as well as the estimated budget it was based on, shall be sent to every Owner. The due dates shall be established by the Board but in no event be due less than thirty (30) days after notice of the assessment is sent to the Owners. Failure of the Association to give written notice of the assessment shall not affect the liability of the Owner of any Lot or Unit for such assessment, but the date when payment shall be due in such case shall be deferred to a date thirty (30) days after such notice is sent to the Owners.
5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, divided equally among all Lots and may be collected on a bi-annual or monthly basis.
6. Assessment Estoppel. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether assessments on a specified Lot or Unit have been paid. Such certificates shall be binding on the Association.
7. Effect of Nonpayment of Assessments. Remedies of the Association. Upon default in the payment of any one or more installments of an annual, special, or specific assessment, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full, immediately. Any assessment or fine not paid within

thirty (30) days after the due date (including the entire annual assessment if payment is accelerated as provided for herein) shall bear interest from the due date at the rate of ten percent (10%) per annum. In the event of a default in the payment of an assessment, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Limited Common Area or abandonment of his or her Lot or Unit.

8. Subordination of the Lien to Mortgages. The lien of the assessment and fines provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Unit shall not affect an assessment lien. However, the sale or transfer of any Lot or Unit pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due.

Article VIII

AMENDMENT OF DECLARATION

1. By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until one year after Declarant has conveyed all Lots and Units to third parties, Declarant may unilaterally (a) submit additional property to the terms of this Declaration, and/or (b) amend or repeal this Declaration for any purpose. Further, Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on a Lot; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on a Lot; (iv) to satisfy the requirements of any local, state or federal governmental agency; or (v) for the orderly development of the Property No amendment adopted by the Declarant pursuant to this section may materially reduce an Owner's rights to enjoy a Lot or Unit or impose a materially adverse monetary or performance obligation or adversely affect any of the rights of Mortgagees.
2. By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by (i) the unanimous vote or written consent, or any combination thereof, of the Owners of Lots, and (ii) the vote or written consent, or any combination thereof, of at least fifty percent (50%) of Owners of Units who do not own Lots. .
3. Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any

Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment of this Declaration shall become effective upon recording in the public records either an amendment executed by the Declarant, as permitted by Section VIII.I, or the required number of Owners or a certificate executed by an officer of the Association stating that the required number of Owners approved the amendment and stating the contents of the amendment. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Article IX

MORTGAGEE, PROTECTIVE PROVISIONS; INSURANCE; CONDEMNATION

1. Mortgagee. The term "Mortgagee" shall mean the holder of a mortgage on any Lot or Unit and shall include a beneficiary under a deed of trust, as well as any insurer, re-insurer, or guarantor of the mortgage, such as but not limited to FHA, VA, FNMA, WCDA, or FHLMC.
2. Relief from Lien. A Mortgagee who comes into possession of a Lot or Unit pursuant to the remedies provided in the first mortgage, shall take the Lot or Unit free of any claims for unpaid assessments or charges against the Lot or Unit which occurred prior to the time such Mortgagee comes into possession of the Lot or Unit and the sale or transfer of a Lot or Unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for Association assessments and charges which became payable prior to such sale or transfer.
3. Insurance Coverage. The following provisions shall apply regarding insurance requirements:
 - (a) Policy Coverage. The Board shall secure and maintain in effect a policy of fire and extended coverage insurance in an amount equal to the full replacement value (i.e. 100% of the current "replacement cost" exclusive of items normally excluded from coverage) of the Common Area and Limited Common Area improvements situated in the Property. The Board shall also secure and maintain in effect a policy of liability coverage for personal injury, damages, or death in an amount customary in Teton County, Wyoming.
 - (b) Owner-required Coverages. Each Owner shall have the sole responsibility to maintain casualty insurance in relation to the Owner's Lot or Unit, and the exterior, interior and contents of such Lot or Unit. Each Owner shall maintain casualty insurance for the full replacement value of such Owner's Lot or Unit and shall, if required by the Board, maintain commercially reasonable liability coverage. Upon approval of the Board, the Association may assume one or more Owner's responsibility to maintain casualty insurance for the full replacement value of one or more Lots or Units and to maintain commercially reasonable liability coverage and in such case(s) such Owner(s) will be relieved of the responsibility of maintaining insurance under this Section and the

Association shall include the costs of such insurance in the assessments made against Lots or Units insured by the Association.

- (c) Mortgagee's Ability to Place Coverage. All first Mortgagees may, jointly or singly, pay any overdue premiums on the aforesaid casualty insurance policies, or secure new insurance coverage on the lapse of a policy.
 - (d) Priority Rights and Insurance Proceeds or Condemnation Awards. All insurance policies shall provide that no Owner or any other party shall have priority over the rights of the first Mortgagees in the case of distribution of insurance proceeds or condemnation awards for loss to or the taking of the Common Area or Limited Common Area or the Association's improvements located thereon.
4. Condemnation. In the event that any portion of a Limited Common Area shall be subject to eminent domain or a conveyance in lieu of condemnation, the Owner whose Lot was affected or who holds the right to the appurtenant Limited Common Area shall have the right to all condemnation proceeds, subject to any payment requirements to a Mortgagee, and subject to any award for common utilities or facilities, which shall be granted to the Association for reconstruction or repair of such common utilities or facilities.

Article X RIGHT OF REFUSAL

Every contract for the sale of a Lot or Unit shall include and describe the following ongoing right of first refusal in the following fashion:

All capitalized terms herein shall have the meaning ascribed to them in the Declaration, as amended from time to time.

(a) William P. Schwartz, Cheryl Ranck Schwartz, Leah C. Schwartz, William R. Schwartz, and Margaret A.R. Schwartz (collectively the "Schwartz Family") shall each have a right of first refusal on the sale of any Lot(s) or Unit(s) on the terms and conditions set forth below. This Section shall not restrict the Owner's right to enter into a binding contract for the sale of a Lot or Unit, provided that the contract is made subject to right of first refusal.

(b) If any Owner receives an offer to purchase his/her/their Lot(s) or Unit(s) which is acceptable to the Owner, such Owner shall promptly submit the terms of the offer in writing to the Association and at least one member of the Schwarz Family. The Schwartz Family shall have a period of thirty (30) days from and after the receipt of such terms in which to exercise its right of first refusal as to the Lot(s) or Unit(s) on the same terms and conditions as the third-party offer (except that the date of settlement shall be as set forth below), by giving the Owner written notice of such exercise. If each member of the Schwartz Family fails or declines

to exercise the right of first refusal, upon request, each living member of the Schwartz Family shall execute a release of the right to repurchase the Lot(s) or Unit(s).

(c) The release shall only apply to the offer submitted to the Schwartz Family and shall not extinguish the Schwartz Family's right of first refusal as to any future conveyances of Lot(s) or Unit(s) by the current or any future Owner. If the Schwartz Family, or any of them, elects to purchase the Lot(s) or Unit(s), the transaction shall be consummated within sixty (60) days following delivery of written notice of exercise of the right of first refusal to the Owner.

(d) The Schwartz Family's rights under this Section shall terminate twenty-one (21) calendar years after the last survivor of the now living descendants of Brigham Young in existence as of the date of the Declaration. The parties hereto agree that the lives selected under this Section to govern the time of vesting are neither so numerous nor so situated that evidence of their deaths would be likely to be unreasonably difficult to obtain.

Article XI GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, or, during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents. Enforcement may include but shall not be limited to seeking relief by injunction or specific performance. In connection with any action for enforcement, the prevailing party shall be entitled to recover its costs and expenses (including reasonable attorney's fees) incurred in bringing such action.
2. Indemnification. The Declarant, the Board, and their officers, employees, and agents shall not be liable to any party for any action or inaction taken by them with respect to any provision of the Governing Documents, provided such individual acted in good faith. All such individuals shall be indemnified and held harmless by the Association from liability, damages, and expense, including reasonable attorney's fees, for any decision or action or inaction they may have taken while acting within the scope and course of their duties.
3. Declarant as Beneficiary. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the right and standing to enforce the terms of this Declaration as provided herein.
4. No Waiver. The failure of the Board or the Declarant or any Owner or their agents to

insist, in one or more instances, upon the strict performance of any of the covenant, condition, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

5. Owner's Obligations Continue. The Owner of a Lot or Unit shall have no obligation for expenses or other obligations accruing after he/she sells his/her entire interest in such Lot or Unit with the exception for interest that may accrue on an overdue assessment or fine which was the personal obligation of such Owner.
6. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
7. Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.
8. Construction by Declarant. Nothing in this Declaration, or any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Property owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of all Lots and units. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Lots and Units by Declarant to establish on the Property additional easements, reservations, and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Lots and Units.
9. Mechanics Liens. No labor performed or services or materials furnished with the consent of or at the request of an Owner or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against the Lot or Unit of any other Owner, or against any part thereof, or against any other property of any other Owner or the Association, unless such other Owner or Association, as applicable has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such

express consent shall be deemed to have been given by the Owner of any Lot or Unit in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Property or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Property.

10. Notification. Any notification required by this Declaration shall be deemed to have been given via hand-delivery or U.S. Mail addressed to the following:

(a) William P. Schwartz and/or Chery Ranck Schwartz

P.O. Box 4145

Jackson, Wyoming 83001

(b) Leah C. Schwartz

P.O. Box 1883

Jackson, Wyoming 83001

(c) William Ranck Schwartz

P.O. Box 3890

Jackson Wyoming 83001

(d) Margaret Anne Ranck Schwartz

P.O. Box 3890

Jackson, Wyoming 83001

(e) Simpson Corner Townhome Association

P.O. Box 3890

Jackson, Wyoming 83001

WHEREFORE, Declarants have affixed their signatures below to this Declaration on this ____ day of _____ 2022.

William P. Schwartz

Cheryl Ranck Schwartz

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON was acknowledged before me by William P. Schwartz and Cheryl Ranck Schwartz known to be the persons that executed the foregoing and acknowledged that they executed the foregoing this ____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

My Commission Expires:

**FIRST SUPPLEMENTAL DECLARATION TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIMPSON CORNER
TOWNHOMES ADDITION TO THE TOWN OF JACKSON**

To include:

**SIMPSON CORNER CONDOMINIUMS ADDITION TO THE TOWN OF
JACKSON**

This FIRST SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON (the "Supplemental Declaration") is made this ___ day of _____, 2022, by William P. Schwartz and Cheryl Ranck Schwartz, husband and wife (hereinafter referred to as to as the "Declarant").

Recitals:

WHEREAS, on _____, Declarant filed that certain Declaration Of Covenants, Conditions, and Restrictions For Simpson Corner Townhomes Addition to the Town of Jackson (the "Declaration") in the Office of the Clerk in Teton County, Wyoming in Book _____ of Photo, Pages _____; and

WHEREAS Declarant owns that real property shown on the Final Plat for Simpson Corner Townhomes Addition to the Town of Jackson as recorded in the Office of the Clerk in Teton County, Wyoming as Plat No. _____ (the "SCTA Plat"), including Lots 1 through 5 and all improvements located thereon (the "Property"); and

WHEREAS, Declarant has vacated Lot 1 of the SCTA Plat and replatted such real property as shown on the Final Plat for Simpson Corner Condominiums Addition to the Town of Jackson as recorded in the Office of the Clerk in Teton County, Wyoming the same date hereof (the "SCCA Plat") as Condominium Unit 1A and Condominium Unit 1B and as Condominium Common Elements (collectively, Unit 1A, Unit 1B and the Condominium Common Elements shall be referred to herein as the "Condominium Property"); and

WHEREAS, pursuant to the terms of Article VIII Section 1 of the Declaration, Declarant may submit certain additional property to the terms of the Declaration and may amend the Declaration for the orderly development of the Property; and

WHEREAS, Declarant desires to submit the Condominium Property to the terms of the Declaration by executing and recording this Supplemental Declaration and to amend the Declaration as set forth herein for the orderly development of the Properties.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration and the SCTA Plat, Declarant hereby declares that the Condominium Property shall be subject to the terms of the Declaration and Declarant hereby amends the provisions of the Declaration to

facilitate the addition of the Condominium Property to the covenants, conditions and restrictions of the Declaration, as set forth below:

Amendments to Article II (DEFINITIONS) of the Declaration

The Definitions set forth at Article II Sections 7 & 8 of the Declaration shall be deleted in their entirety and the following shall be inserted in lieu thereof:

7. Limited Common Area. All real property (including the improvements thereto) owned by the Association and dedicated for the exclusive use by the Owner of a Lot or Condominium Unit as identified on the SCTA Plat or the SCCA Plat. Such plats identify the following Limited Common Areas:

(i) one Limited Common Area parking space identified as LCE-P-1A appurtenant to Condominium Unit 1A of the SCCA Plat;

(ii) three separate Limited Common Area parking spaces identified as LCE-P-2, LC-P-3, LCE-P-4, each appurtenant to Lots 2, 3, 4, respectively, of the SCTA Plat;

(iii) one Limited Common Area patio and entrance area identified as LCE-1A appurtenant to Condominium Unit 1A of the SCCA Plat and one Limited Common Area lawn area appurtenant to both Condominium Units 1A and 1B of the SCCA Plat;

(iv) three separate Limited Common Area patios and lawn areas identified as LCE-2, LCE-3, LCE-4, each appurtenant to Lots 2, 3, 4, respectively, of the SCTA Plat;

(v) one Limited Common Area storage unit identified as LCE-ST-1A appurtenant to Condominium Unit 1A of the SCCA Plat; and

(vi) one Limited Common Area storage unit identified as LCE-ST-2 appurtenant to Lot 2 of the SCTA Plat.

Each of the Limited Common Areas are labeled on the plats with a number to show the Lot or Condominium Unit to which it is appurtenant.

8. Lot. The three (3) Lots shown on the SCTA Plat as Lot 2, Lot 3, and Lot 4.

The following additional definitions shall be added to the Declaration at the end of Article II:

14. SCCA Plat. That officially approved Plat of the Simpson Corner Condominiums Addition to the Town of Jackson to be filed with the Office of the Clerk of Teton County, Wyoming contemporaneously with this First Supplemental Declaration.

15. Townhome or Townhouse. Each residential structure located on Lots 2, 3, or 4 of the SCTA Plat. A "Townhouse" or "Townhome" may also be referred to herein as the other or as a "Unit". A "Townhouse" and/or "Townhome" shall not include a "Condominium Unit".

16. Plat or Plats. Collectively, the officially approved Plats filed with the Office of the Clerk of Teton County, for the Simpson Corner Condominiums Addition and the Simpson Corner Townhomes Addition to the Town of Jackson.

17. Condominium Unit. Condominium Unit shall mean those certain individual air spaces as designated and delineated on the SCCA Plat as Condominium Unit 1A and Condominium Unit 1B. Each Condominium Unit shall consist of that part of the building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and the interior surfaces of built-in fireplaces, if any, as shown and numbered on the SCCA Plat. Each Condominium Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces and the exterior surfaces so described. All other portions of the walls, floors or ceilings shall be a part of the Condominium Common Elements. In addition, each Condominium Unit shall include the following: (a) all spaces, nonbearing interior partitions and all other fixtures and improvements within the boundaries of the Condominium Unit; (b) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Condominium Unit; and (c) all heating and hot water apparatus exclusively serving the Condominium Unit. The interior surfaces of a perimeter window or door means at the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Condominium Common Elements as herein defined. This Supplemental Declaration provides a means for ownership in fee simple of separate interests in the Condominium Unit together with an undivided fee simple interest in the Condominium Common Elements, as those terms are hereinafter defined.

18. Condominium Common Elements. The Condominium General Common Elements and Condominium Limited Common Elements (as further defined below in this Article II) in the aggregate, or a portion thereof, as the context requires. For the avoidance of doubt, the Common Elements do not include the Condominium Units or any portion thereof, except that some of the Common Elements may be located within the Condominium Units as shown on the SCCA Plat. Each Owner of a Condominium Unit shall own an undivided interest in the Condominium Common Elements as a tenant in common with all the other Owners of Condominium Units, and, except as otherwise limited in this Declaration, shall have the right to use the Condominium Common Elements for all purposes incident to the use and occupancy of his or her Condominium Unit, which right shall be appurtenant to the Condominium Unit.

19. Condominium General Common Elements. All property and elements depicted as part of the SCCA Plat excepting the Condominium Units and Condominium Limited Common Elements as defined hereinbelow. Without limiting the generality of the foregoing, the Condominium General Common Elements shall include: (i) the land, sidewalks, breezeway or exterior walkways, stairways, stairwells and landings serving the Condominium Units, landscaping, exterior lighting, fencing, bike racks, retaining walls, and the common trash receptacle and surrounding enclosure, not otherwise designated as Limited Common Area; (ii) all appurtenances; (iii) all common pipes, ducts, flues, chutes, conduits, lines, wires and other utility installations to (but not at) the outlets that serve all Units, but excepting the same (including individual gas furnaces, water heaters and HVAC systems) located entirely within the boundaries of a Unit and/or providing service to less than all Units; and (iv) such component parts of walls, floors, foundation slab, ceilings, columns, roofs, roof mechanics, and other structures, common systems and installations of the Building that are outside of the Unit boundaries as delineated or described on the Condominium Plat. Condominium General Common Elements may be referred to herein and on the SCCA Plat as "General Common Element" or "GCE."

20. Condominium Limited Common Elements. Those portions of the Condominium General Common Elements as described by Wyoming Statute § 34-20-103 for the exclusive use of one or more but fewer than all of the Condominium Units, and any limited common elements specifically allocated to Condominium Units as shown on the SCCA Plat. Limited Common Elements may be referred to herein and on SCCA Plat as "Limited Common Element" or "LCE."

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

22. Condominium Declaration. Shall mean the condominium declaration provision set forth in Article XII of this Supplemental Declaration applicable to Condominium Unit 1A and Condominium Unit 1B of this development.

Additional Article to Declaration—Condominium Declaration

The following Article shall be added to the Declaration as Article XII:

Article XII CONDOMINIUM DECLARATION

1. Estates of an Owner. In accordance with the SCCA Plat, Declarant hereby creates and divides the Condominium Units 1A and 1B, each consisting of a separate interest in a Condominium Unit and an undivided interest in common in the Condominium Common Elements appurtenant to each Condominium Unit. The percentage of ownership interest in the Condominium Common Elements which is to be allocated to each Condominium

for purposes of taxes, assessments and other charges under Wyoming Statute§ 34-20-104(a) and for purposes of liability shall be the same as set forth on **Exhibit "A"** attached hereto and incorporated herein, which is based upon the interior square footage space of Condominium Units 1A and 1B. Such undivided interests in the Condominium Common Elements are hereby declared to be appurtenant to the respective Condominium Units.

2. Title. Title to a Condominium Unit may be held or owned by an entity and in any manner in which title to any other real property may be held or owned in the State of Wyoming.
3. Inseparability. No part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be separated from any other part thereof during the period of Condominium Unit ownership prescribed herein, so that each Condominium Unit and the undivided interest in the Condominium Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium Unit shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium Unit, together with all appurtenant rights created by law or by this Declaration.
4. Partition Not Permitted. The Condominium Common Elements shall be owned in common by all owners of Condominium Units and no owner may bring any action for partition thereof.
5. Owner's Right to Condominium General Common Elements and Condominium Limited Common Elements. Subject to the limitations contained in this Declaration, each Owner of a Condominium Unit shall have the nonexclusive right to use and enjoy the Condominium General Common Elements shown on the SCCA Plat and defined herein.

The Owner of Condominium Unit 1A shall have the sole and exclusive right to use and enjoy the following Condominium Limited Common Elements as depicted on the SCCA Plat:

- (i) the parking space identified as LCE-P-1A;
- (ii) the patio and entrance area identified as LCE-A, subject to the right of the Owner of Condominium Unit 1B to use such area for emergency egress from the window well located on LCE-1A; and
- (iii) the storage unit identified as LCE-ST-1A.

The Owners of Condominium Unit 1A and Unit 1B shall each have the exclusive right to use the lawn area identified as LCE-B.

6. Taxes and Assessments. Each Owner of a Condominium Unit shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each

Condominium Unit. If any taxes or special district or other assessments may, in the opinion of the Association, become a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefore. Each Owner shall pay the taxes or assessments assessed against her/his Condominium Unit, or interest therein, or his/her interest in the Condominium Common Elements or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Condominium Common Elements in proportion to her/his interest in the Condominium Common Elements, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at eighteen percent (18%) per annum from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Article VII Section 2 of the Declaration. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Condominium Common Elements shall be apportioned among the Owners of Condominium Units in proportion to their interest in the Condominium Common Elements.

7. Owner's Rights with Respect to Interiors; Satellite Dishes and Temporary Structures. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors, doors and clean the exterior and interior surfaces of the windows, all of which form the boundaries of his/her Condominium Unit and all walls, ceilings, floors, and doors within such boundaries. Except as otherwise approved by the Board, no satellite dishes may be attached to the Condominium building.
8. Declarant's Right Incident To Construction. Declarant, and persons it shall select, shall have the right to ingress and egress over, upon, and across the Condominium Common Elements, the right to store materials thereon and to make such other use thereof as may be reasonably necessary to development.
9. Legal Description. Every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the number shown on the SCCA Plat and this Declaration as each appears on the records in the Office of the Teton County Clerk, in the following fashion:

Condominium Unit ___ as shown on the Simpson Corner Condominiums Addition to the Town of Jackson, appearing in the Records of the Teton County Clerk as Plat No. ___ and as defined and described in the Declaration of Covenants Conditions and Restrictions of Simpson Corner Townhomes Addition to the Town of Jackson recorded in the land records of the Teton County Clerk, in Book of Photo at Pages ___ to ___, and the First Supplemental Declaration of the Simpson Corner Townhomes Addition to the Town of Jackson recorded in the land records in of the Teton County Clerk, in Book of Photo at Pages ___ to ___, and all supplements and amendments thereto.

Such description will be construed to describe the Condominium Unit, together with the

appurtenant undivided interest in the Condominium Common Elements and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitations on such ownership as described in the Declaration, this Supplemental Declaration, and all supplements and amendments thereto.

Additional Amendments To Other Articles Of Declaration

The following Articles of the Declaration Are Amended As Follows:

- A. Article IV Section 7 (Domestic Animals) is amended to add the following to the end of the section:

Notwithstanding the forgoing, unless otherwise permitted by the Board, the Owner of a Condominium Unit shall be limited to keeping no more than one household pet.

- B. Article VI Section 2 (Membership of Association)) is amended to add the following to the end of the section:

Notwithstanding the forgoing, an Owner that owns more than one Condominium Unit shall only be entitled to one membership interest in the Association.

- C. Article VI Section 3 (Voting) is amended to add the following to the end of the section:

Notwithstanding the forgoing, an Owner of more than one Condominium Unit shall only be entitled to one vote.

- D. Article VII Section 4 (Annual Assessments) is amended to add the following to the end of the section:

Notwithstanding the foregoing, the Association is authorized to prepare a separate condominium budget covering the estimated expenses related to the Condominium Units and to levy separate annual, special, or specific assessments against the Condominium Units.

- E. Article VII Section 5 (Uniform Assessments) is amended to add the following to the end of the section:

Notwithstanding the forgoing, Condominium Units may be assessed at a different rate than that established for Lots.

- F. Article IX Section 3 (Owner required Coverage) is amended to add the following subparagraph (e):

Premiums for all insurance on the Condominium Units shall be assessed against the

Owners of the Condominium Units as a Specific Assessment the cost of which shall be divided pro-rata among the Owners of Condominium Units according to those percentages set forth on Exhibit "A."

WHEREFORE, Declarants have affixed their signatures below to this Supplemental Declaration on this ____ day of _____ 2022.

William P. Schwartz

Cheryl Ranck Schwartz

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing FIRST SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON was acknowledged before me by William P. Schwartz and Cheryl Ranck Schwartz known to be the persons that executed the foregoing and acknowledged that they executed the foregoing this ____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

My Commission Expires:

SHARED PARKING COVENANTS

(Lots 1 & 2, Second Cache Creek Addition to Town of Jackson)

These Shared Parking Covenants (the "Covenants") are effective on the date of recordation in the land records of Teton County and are granted by William P. Schwartz & Cheryl Ranck Schwartz, husband and wife ("Schwartz") as the owner of the properties subject to these covenants.

Recitals:

- A. Schwartz is the current owner of property located at 10 E. Simpson Ave. in the Town of Jackson, Wyoming identified as Lot 1 of Block 7 of the Second Cache Creek Addition To The Town of Jackson, Wyoming according to that plat filed in the Office of the Teton County Clerk on October 14, 1913 as Plat No. 109, PIN #: 22-41-16-34-2-14-008 ("Lot 1").
- B. Schwartz is dividing Lot 1 into separate lots in order to construct residential units (the "Development Plan"). Under the Town of Jackson Regulations, the Development Plan will require nine (9) on-site parking spaces (the "Parking Requirement"). Schwartz is unable to supply all of the Parking Requirement on Lot 1.
- C. Schwartz is also the current owner of property located at 20 E. Simpson Ave. in the Town of Jackson, Wyoming identified as Lot 2 of Block 7 of the Second Cache Creek Addition To The Town of Jackson, Wyoming according to that plat filed in the Office of the Teton County Clerk on October 14, 1913 as Plat No. 109, PIN #: 22-41-16-34-2-14-007 ("Lot 2").
- D. Lot 2 is improved with a remodeled residence that is currently used as an office.
- E. Schwartz, as the owner of Lots 1 and 2, wishes to enter into these Covenants in order to satisfy the Parking Requirement for the Development Plan and to establish a mutually beneficial parking protocol for the owners and users of Lot 1 and Lot 2.

Agreement:

Wherefore, in consideration of the above and the mutual promises set forth below, Schwartz declares, covenants, and agrees as follows:

- 1. **DECLARATION.** Lot 1 and Lot 2, and each subdivision thereof (the "Property") shall be owned, sold, encumbered, conveyed, leased, used, occupied, and developed subject to the following covenants, conditions and restrictions (the "Covenants"). The Covenants shall run with the Property and each lot or subdivision thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property or any lot or subdivision thereof, and shall inure to the benefit of every owner of the Property or subdivision thereof.
- 2. **SHARED PARKING SPACES.** The owners, lessees, employees, and business invitees to the improvements on the Property shall have the right to the shared use of five (5) parking spaces located on Lot 2 (the "Shared Parking Spaces") as well as an easement for

accessing such Shared Parking Spaces. The Shared Parking Spaces shall initially be those numbered: 5, 6, 7, 8, & 9 as designated on Exhibit A attached hereto and made a part hereof in accordance with the terms of these Covenants. These Covenants shall not extend to the use of the parking spaces numbered 1, 2, 3, & 4 on Exhibit A. Nor shall these Covenants extend to the use of any other parking spaces on Lot 1 and/or Lot 2 not shown on Exhibit A, which shall be for the exclusive use and enjoyment of the owner of Lot 2. The owner of Lot 2 shall have the exclusive right to reorient or relocate any of the Shared Parking Spaces so long as five (5) parking spaces remain available on Lot 1 and/or Lot 2 for shared use as set forth herein.

3. USE PRIORITIES.

- a. Regular Working Hours. The owners, lessees, employees, and business invitees to the improvements on Lot 2 shall have use priority to the Shared Parking Spaces during regular working hours, defined as Monday through Friday from 8 a.m. to 6 p.m., excluding national holidays ("Regular Working Hours"). During Regular Working Hours the owners, lessees, employees, and business invitees to the improvements on Lot 1 shall not use the Shared Parking Spaces unless express permission is obtained from the designated representative of Lot 2.
- b. Non-Working Hours. Outside of Regular Working Hours, the owners, lessees, employees, and business invitees to the improvements on Lot 1 shall have use priority to the Shared Parking Spaces. Outside of Regular Working Hours, the owners, lessees, employees, and business invitees to the improvements on Lot 2 shall not use the Shared Parking Spaces, unless (i) express permission is obtained from the designated representative of Lot 1, or (ii) the use is necessary in connection with repairs or maintenance located on Lot 2, or (iii) the use is limited to thirty (30) minutes or less and is in connection with reasonably necessary after-hours business conducted on Lot 2.

4. **MAINTENANCE AND SNOW REMOVAL COSTS.** The owners of the Property shall share in the costs of snow removal and maintenance for the Shared Parking Spaces. Unless otherwise agreed, the owners of the Property shall share such costs equally. The owner of Lot 2 of the Property shall have primary authority to contract for snow removal and maintenance services for the Shared Parking Spaces. All owners of the Property and their Lessees and regular guests shall cooperate with the needs of snow removal personnel to move vehicles as needed to clear snow before Regular Business Hours. If the owner of Lot 2 fails to provide for snow removal and maintenance services in a timely manner, the owners of Lot 1 of the Property shall have the right to do so. If any lot owner fails to pay for such owner's share of snow removal and maintenance expenses within thirty (30) days after a bill for such expense are submitted, the other lot owners shall have a right to pay such amount, and shall be entitled to interest thereon at the rate of ten percent (10%) per annum until payment is received.
5. **RULES & REGULATIONS.** The owners of the Property shall have the right to establish reasonable Rules and Regulations intended to carry out the intent of these Covenants,

including methods of enforcement in the event of non-compliance. Such penalties for non-compliance may include, without limitation, the suspension of parking privileges in the Shared Parking Spaces and the towing of vehicles. The Rules and Regulations shall be complied with by all owners of the Property, their Lessees, and regular guests, and all owners of the Property shall have the responsibility of informing their lease hold tenants, regular guests, and business invitees of the Rules and Regulations and the potential penalties for non-compliance. Any leases of the Property or any portion thereof by any owner shall include a provision that the Lessee has received a copy of these Covenants and any associated Rules and Regulations and that failure to abide by them constitutes a material breach of the lease, and may also subject the Lessee to any remedies for non-compliance set forth in the Rules and Regulations. .

6. **INDEMNIFICATION.** Use of the Shared Parking Spaces may result, among other things, in the damage to vehicles, theft of personal belongings, or personal injuries arising from among other things ice, snow, or traffic in or near the Shared Parking Spaces. Use of the Shared Parking Spaces shall be undertaken at the sole risk of those using them. **The owners of the Property hereby indemnify and hold each other harmless from any claim, cause of action, damages, expenses, or attorneys' fees that arise from or out of the use of the Shared Parking Spaces. Any owner of the Property or subdivision thereof who leases any portion of the Property shall include a provision in the lease whereby the Lessee indemnifies and holds the owners of the Property harmless from any claim, cause of action, damages, expenses, or attorneys' fees arising from or out of the use of the Shared Parking Spaces.**
7. **DESIGNATED REPRESENTATIVES.** For purposes of these Covenants the designated representatives for Lot 1 and Lot 2 shall be as follows:

Designated Representative of Lot 1:

Leah C. Schwartz
P.O. Box 1883
Jackson, Wyoming 83001
Tel. 307.690-5130
leah@ranckschwartz.com

Designated Representative of Lot 2:

William P. Schwartz
P.O. Box 4145
Jackson, Wyoming 83001
Tel. 307.690-5520
bill@ranckschwartz.com

Schwartz, or the successors in ownership to Lot 1 and Lot 2, shall have the right to substitute the designated representatives for Lot 1 and Lot 2, respectively, by providing written notice to the owners of Lot 2 and Units 1-4.

- WHEREFORE, the parties evidence their agreement to the foregoing by their signatures below:

William P. Schwartz

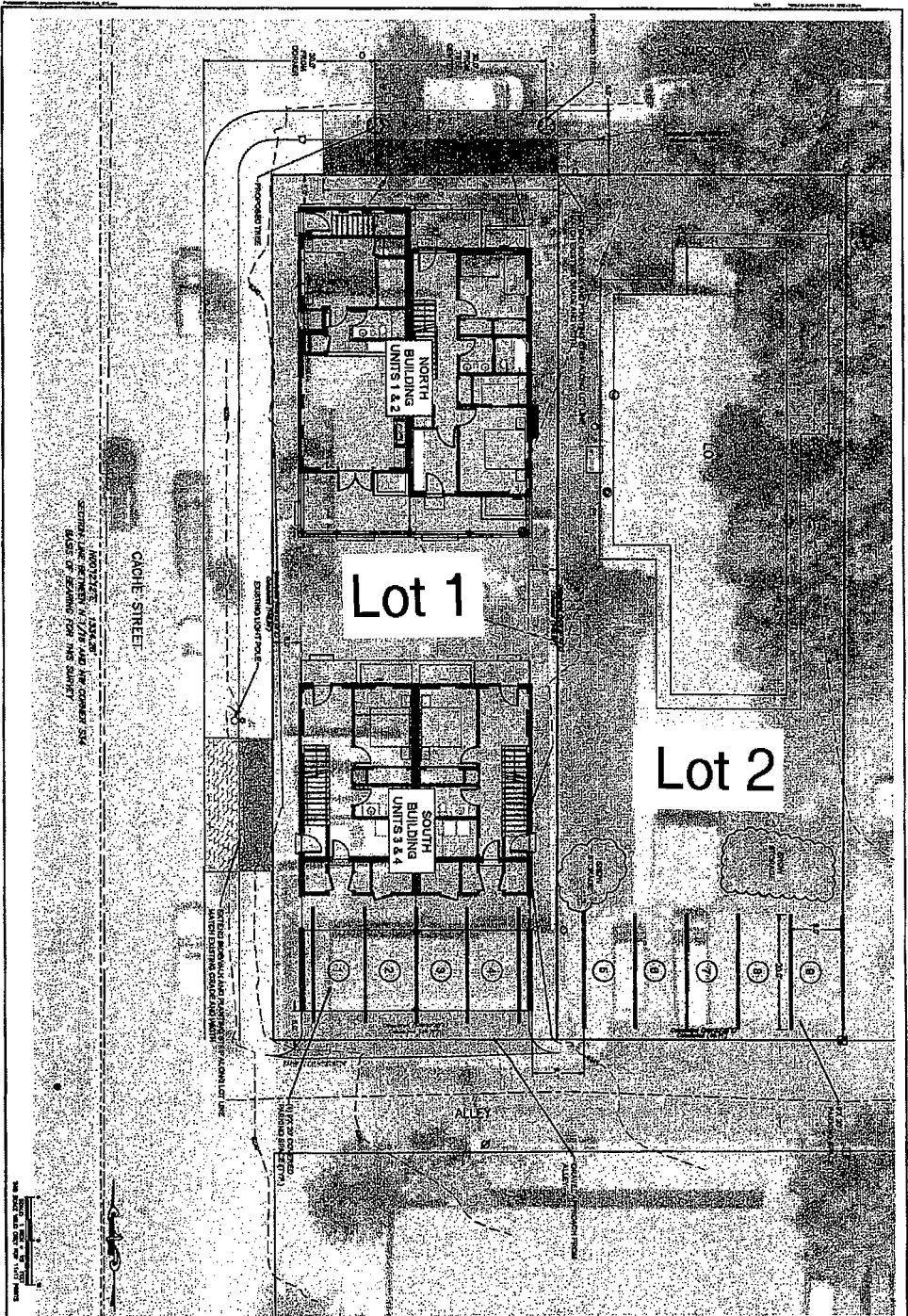
Cheryl Ranck Schwartz

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was duly acknowledged before me by William P. Schwartz and Cheryl Ranck Schwartz this _____ day of _____, 2022.

Witness my hand and official seal.

By: _____
Notary Public State of Wyoming



PROJECT NUMBER 23018 EXHIBIT	EXHIBIT TITLE DRC EXHIBIT	PROJECT TITLE SCHWARTZ, WILLIAM P. ET AL DESIGN REVIEW COMMITTEE 10 E SIMPSON AVENUE LOT 1, BLK. 7, CACHE 2 JACKSON, WYOMING	JORGENSEN ARCHITECTS 1000 N. 10TH ST. JACKSON, WY 83207 TEL: 733-1111 FAX: 733-1112
	DATE 1/1/18	SCALE 1" = 20'	
	DRAWN BY JORGENSEN	CHECKED BY JORGENSEN	
	DESIGNED BY JORGENSEN	REVIEWED BY JORGENSEN	

Exhibit A Parking Covenant

Special Restrictions
for Workforce Condominium Rental Housing
Located at 10 . Simpson Ave., Town of Jackson, Wyoming

These Special Restrictions for Workforce Rental Housing, ("Special Restrictions"), are made this _____ day of _____, 2022 (the "Effective Date"), by the undersigned Owner ("Owner") and Town of Jackson, Wyoming.

RECITALS:

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

Condominium Unit 1 B according to the Simpson Corner Condominiums Addition to the Town of Jackson, Teton County, Wyoming according to that Plat No. _____ recorded in the land records of Teton County, Wyoming on _____.

PIDN: _____

WHEREAS, as a condition of its approval for permit # B20-0378 ("Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed 10 E. Simpson Ave., Condominium Unit 1 B, a studio residential condominium unit with one bedroom. (the "Residential Unit"). This development generated the obligation to provide Workforce Housing in accordance with Approval.

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce this Special Restriction;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset rental qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations.

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit, and shall be enforceable by Housing Department and the Town of Jackson Wyoming.

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the Approval, and in consideration of such Approval and further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Units, shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS.

References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT. Occupancy and use of the Residential Unit shall be restricted as follows:

- A. Qualified Household. The rental, use and occupancy of the Residential Units shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below (“Qualified Household”).
 - 1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.
 - A.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.
 - Or
 - B.) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

2. Income Requirement. The entire Qualified Household must at least seventy-five percent (75%) of the Household's income from a local business, as defined above.
3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within fifty (50) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Initial Determination by the Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Workforce Housing Program pursuant to the requirements of this restriction and the Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including *at a minimum*, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a fulltime basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

- B. No Legal Action. No Owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- D. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than one year, subject to annual renewal for Qualified Households.
- F. Rental Rate: Owner shall set the rent. There is no cap on rent or rent appreciation.
- G. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- H. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year
- I. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- J. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- K. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the

same may be adopted from time to time.

- L. Insurance. Owner shall keep the Residential Unit continuously insured against physical loss for the full replacement value of the Residential Unit.
- M. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.
- N. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.
- O. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT. The Residential Unit may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit shall be subject to these Special Restrictions. Not less than ten (10) days prior to the closing of the sale or other transfer of the Residential Unit, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, each of the following shall be considered a default ("Default"):

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit, or Owner's property by a court of competent jurisdiction.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a Designee of the Housing Department, shall send written notice to Owner of such violation, the required action to cure and the timing for such cure. If Owner disputes the Housing Department's decision, Owner shall proceed in accordance with the Rules and Regulations.

SECTION 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.
- B. Equitable Relief. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.
- C. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of the rights to use or occupy the Residential Unit.
- D. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination. These Special Restrictions may be terminated after a determination by the Town of Jackson Wyoming that these Special Restrictions are no longer consistent with the Town of Jackson's goals for workforce housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Residential Unit, in whole or in part, with the written consent of Owner of the Residential Unit and the Town of Jackson, Wyoming.
- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Units, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Department and the Town of Jackson , Wyoming. Where these Special Restrictions are silent, the Rules and Regulations govern. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Residential Unit. In the event of a conflict between these Special Restrictions and the Rules and Regulations than the least restrictive provision shall be controlling.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

To Housing Department

Jackson Housing Department
P.O. Box 714
Jackson, WY 83001

With a Copy to:

Town of Jackson.
P.O. Box 1687 .Jackson, WY 83001.

To Owner:

William P. Schwartz and Cheryl Ranck Schwartz
P.O. Box 4145
Jackson, Wyoming 83001

SECTION 9. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 11. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such

provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 12. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 13. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold, the Housing Department and the Town of Jackson and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and Town of Jackson.

SECTION 15. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 16. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Owner:

William P. Schwartz & Chery Ranck Schwartz, husband and wife

William P. Schwartz

Cheryl Ranck Schwartz

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

On this_____day of_____, 2022, before me, the undersigned Notary Public, personally appeared William P. Schwartz and Chery Ranck Schwartz, husband and wife,, and known to me, or proven by satisfactory evidence, to be the persons that executed the foregoing instrument and acknowledged said instrument.

[SEAL]

Notary Public

Town of Jackson:

Mayor

ATTEST:

Clerk, Town of Jackson

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was acknowledged before me by Haley Morton of the Town of Jackson , Wyoming.

Witness my hand and official seal.(Seal)

Notary Public
My commission expires:

JACKSON HOUSING DEPARTMENT:

Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was acknowledged before me by _____ as Housing Manager of the JacksonHousing Department

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires:

UNDERGROUND UTILITY MAINTENANCE COVENANT
(Lots 1 & 2, Second Cache Creek Addition to Town of Jackson)

This Underground Utility Maintenance Covenant is effective on the date of recordation in the land records of Teton County and is granted by William P. Schwartz & Cheryl Ranck Schwartz, husband and wife ("Schwartz") as the owner of the properties subject to these covenants.

Recitals:

- A. Schwartz is the owner of property located at 10 E. Simpson Ave. in the Town of Jackson, Wyoming identified as Lot 1 of Block 7 of the Second Cache Creek Addition To The Town of Jackson, Wyoming according to that plat filed in the Office of the Teton County Clerk on October 14, 1913 as Plat No. 109, PIN #: 22-41-16-34-2-14-008 ("Lot 1"). Schwartz is in the process of dividing Lot 1 to construct residential units.
- B. Schwartz is also the current owner of adjacent property located at 20 E. Simpson Ave. in the Town of Jackson, Wyoming identified as Lot 2 of Block 7 of the Second Cache Creek Addition To The Town of Jackson, Wyoming according to that plat filed in the Office of the Teton County Clerk on October 14, 1913 as Plat No. 109, PIN #: 22-41-16-34-2-14-007 ("Lot 2"). Lot 2 is improved with a remodeled residence that is currently used as an office.
- C. Schwartz, as the owner of Lots 1 and 2, wishes to enter into these Covenants in order to allow them and the future owners of Lots 1 & 2 the ability to maintain and/or repair underground utilities located near the common property line of Lots 1 & 2 existing at the time of recordation of this instrument.

Agreement:

Wherefore, in consideration of the above and the mutual promises set forth below, Schwartz declares, covenants, and agrees as follows:

- 1. DECLARATION.** Lot 1 and Lot 2, and each subdivision thereof (the "Property") shall be owned, sold, encumbered, conveyed, leased, used, occupied, and developed subject to the following covenants, conditions and restrictions (the "Covenants"). The Covenants shall run with the Property and each lot or subdivision thereof and shall be binding upon and benefit all parties having or acquiring any legal or equitable interest in or title to the Property or any lot or subdivision thereof and shall inure to the benefit of every owner of the Property or subdivision thereof.
- 2. EASEMENT TO MAINTAIN & REPAIR EXISTING UNDERGROUND UTILITIES.** The owners of Lot 1 and Lot 2 shall have an easement and right to enter upon the "utility maintenance area" defined below for the sole purpose of repairing and maintaining underground utilities existing at the time of recordation of these Covenants. This easement shall not extend to the construction of utilities that have not been installed as of the time of the recording of this Covenant.

3. **UTILITY MAINTENANCE AREA.** As used herein, “utility maintenance area” means that ten-foot-wide strip of land with a centerline coincident with the common boundary between Lot 1 and Lot 2, with the western five feet of the strip located on Lot 1 and the eastern five feet of the strip located on Lot 2.
4. **CONSTRUCTION.** This Covenant shall be construed and enforced according to the laws of the State of Wyoming.
5. **BINDING EFFECT.** This Covenants shall be binding upon Schwartz, as well as their respective heirs and successors-in-title. It is the intent of Schwartz that the Covenant runs with the land.

WHEREFORE, the parties evidence their agreement to the foregoing by their signatures below:

WILLIAM P. SCHWARTZ

William P. Schwartz

CHERYL RANCK SCHWARTZ

Cheryl Ranck Schwartz

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was duly acknowledged before me by William P. Schwartz and Cheryl Ranck Schwartz this _____ day of _____, 2022.

Witness my hand and official seal.

By: _____
Notary Public State of Wyoming

AFFIDAVIT OF ACKNOWLEDGMENT AND ACCEPTANCE

COME NOW, the undersigned, William P. Schwartz and Cheryl Ranck Schwartz, husband and wife, who, being duly sworn, on oath according to law, do hereby make the following statement of facts and affirm:

- 1. THAT the undersigned are the owners of Lots 1-5 of the Simpson Corner Townhomes Addition to the Town of Jackson, a townhome subdivision of Lot 1 Block 7 of the Second Cache Creek Addition to the Town of Jackson, a subdivision of record as Plat No. 109 in the Office of the Clerk of Teton County, Wyoming, and as described in that Corrective Special Warranty Deed recorded as Document No. 0990954, records of Teton County, Wyoming;
- 2. THAT said Lot 1 of the Simpson Corner Townhome Addition to the Town of Jackson is being reconfigured as a 2-unit condominium subdivision as shown on that plat titled “Simpson Corner Condominiums Addition to the Town of Jackson” to be filed in the Office of the Clerk of Teton County, Wyoming;
- 3. THAT the undersigned owners have reviewed said plat;
- 4. THAT the configuration of boundaries and the dedications and easements shown thereon are with the free consent and in accordance with the desires of the undersigned;
- 5. THAT this affidavit is signed in the stead of, and with the same effect, as if the original map was itself manually signed.

William P. Schwartz, husband Cheryl Ranck Schwartz, wife

State of)
County of))ss

The foregoing instrument was sworn and subscribed before me by William P. Schwartz, husband, on this day of , 2022.

Witness my hand and official seal.

Notary Public My commission expires:

State of)
County of))ss

The foregoing instrument was sworn and subscribed before me by Cheryl Ranck Schwartz, wife, on this day of , 2022.

Witness my hand and official seal.

Notary Public My commission expires:

**AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE OF
FINAL PLAT**

KNOW ALL MEAN BY THESE PRESENTS:

Mark Hendrickson, President, Rocky Mountain Bank, being first duly sworn, does hereby depose and say:

- 1. **THAT** Rocky Mountain Bank is the mortgagee under that mortgage of record appearing as Document No. 0999511 in the Office of the Clerk of Teton County, Wyoming, which affects title to real property of record, being Lot 1 of Block 7 of the Second Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, of record in said Office as Plat No. 109;
- 2. **THAT** I have examined a copy of the Final Plat of the proposed subdivision titled “**Simpson Corner Condominiums Addition to the Town of Jackson**” dated February 2, 2022;
- 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.

(Signature)

(Printed name)

Mark Hendrickson, President
Rocky Mountain Bank

State of Wyoming)
))ss
County of Teton)

The foregoing instrument was sworn and subscribed before me by Mark Hendrickson, acting as President, Rocky Mountain Bank on this _____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

My commission expires:

QUITCLAIM DEED

(Lot 5 Simpson Corner Townhomes Addition)

William P. Schwartz and Cheryl Ranck Schwartz, husband and wife, Jackson, Wyoming 83001, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY AND QUITCLAIM to Simpson Corner Townhomes Owners Association, a Wyoming not for profit corporation ("Grantee"), whose address is P.O. Box 3890, Jackson, Wyoming 83001, all right, title and interest now owned or hereafter acquired in and to the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to- wit:

Lot 5 of the Simpson Corner Townhomes Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded on _____ as Plat No. _____. Including and together with all and singular tenements, leaseholds, hereditaments, appurtenances, easements and improvements thereon or thereunto belonging, and any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, conditions, restrictions reservations, encroachments, rights-of-way and easements of sight or record.

Parcel ID: _____

WITNESS our hands this ____ day of _____, 2022.

William P. Schwartz

Cheryl Ranck Schwartz

STATE OF WYOMING)
)ss
COUNTY OF TETON)

On this ____ day of _____, 2022 before me personally appeared William P. Schwartz and Cheryl Ranck Schwartz personally known to me, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed within this instrument and acknowledged to me that they executed the same by their signatures on this instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires:

 Jackson Hole News & Guide
PROOF OF PUBLICATION

COUNTY OF TETON
THE STATE OF WYOMING

Kevin Olson

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS & GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on February 2, 2022

Kevin Olson

Subscribed in my presence and sworn to before me this

10th day of February, 2022.



Karen Bren
NOTARY PUBLIC

Fee for publication \$ 104.50 Charge to the following:

Account No: 18490 Name: On Sight Land Surveyors

Address: PO Box 12290 Jackson, WY 83002

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18.5-306 Wyoming Statutes, 1977, as amended, that William P. Schwartz and Cheryl Ranck Schwartz as owners of Simpson Street, LLC intend to apply for a permit to subdivide property within the Town of Jackson. The proposed subdivision is a Condominium Subdivision of part of Lot 1 Block 7 of the Second Cache Creek Addition to the Town of Jackson located within the NW1/4 NW1/4 of Section 34, T41N, R116W 6th P.M. Teton County. This subdivision will create two (2) condominium units. The project is located in the Town of Jackson at 10 East Simpson Avenue.

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

Publish: 02/02, 02/09/22

RESOLUTION 22-09

**Authorizing the Jackson - Teton County Animal Shelter
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2022**

WHEREAS, the Jackson Town Council recognizes the need for public support for the Jackson - Teton County Animal Shelter; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for the Jackson – Teton County Animal Shelter to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by the Jackson - Teton County Animal Shelter in Old Bill's Fun Run 2022.

BE IT FURTHER RESOLVED that Tony Matthews, Lisa Ruschill, and Sylvia Polonsky are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 18th day of May 2022.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

RESOLUTION 22-10

**Authorizing Jackson-Teton County Victim Services
to Submit an Application to
The Community Foundation of Jackson Hole's Old Bill's Fun Run 2022**

WHEREAS, the Jackson Town Council recognizes the need for public support for Jackson-Teton County Victim Services; and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for Jackson-Teton County Victim Services to participate in the Foundation's programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Jackson-Teton County Victim Services in Old Bill's Fun Run 2022.

BE IT FURTHER RESOLVED that Tracey Trefren is hereby designated as the authorized representative of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 18th day of May 2022.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

RESOLUTION 22-11

**Authorizing Southern Teton Area Rapid Transit (START)
to Submit an Application to
The Community Foundation of Jackson Hole’s Old Bill’s Fun Run 2022**

WHEREAS, the Jackson Town Council recognizes the need for public support for START;
and

WHEREAS, the Community Foundation of Jackson Hole requires that certain criteria be met in order for START to participate in the Foundation’s programs, and to the best of our knowledge, this application meets those criteria.

NOW, THEREFORE, BE IT RESOLVED by the Jackson Town Council, that the Town Council supports a grant application to the Community Foundation for the amount raised by Southern Teton Area Rapid Transit (START) in Old Bill’s Fun Run 2022.

BE IT FURTHER RESOLVED that Bruce Abel and Hanna Sjoberg are hereby designated as the authorized representatives of the Town of Jackson to act on behalf of the Jackson Town Council on all matters relating to this grant application.

PASSED AND APPROVED this 18th day of May 2022.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor , Town Clerk

ORDINANCE F

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1252, 787, 717, 326, AND 226 AND SECTIONS 1-3 OF TOWN OF JACKSON ORDINANCE NO. 1 AND SECTION 2.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING COMPENSATION FOR MAYOR AND COUNCIL; 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. 1252, 787, 717, 326, and 226 and Sections 1-3 of Town of Jackson Ordinance No. 1 and Section 2.08.010 Compensation for Mayor and Council of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows:

2.08.010 Mayor and Council.

- A. Commencing on July 1, 2022, with officers sworn into office on or after January 1, 2023, the compensation of the Mayor of the Town shall be forty-four thousand dollars (\$44,000) per year, payable in twelve equal monthly installments. The salary for each member of Council shall be thirty-six thousand dollars (\$36,000.00).
- B. The compensation schedule set forth in subsection A of this section shall be effective on July 1, 2022 and apply to the Mayor and members of Council sworn into office on or after January 1, 2023. In all other instances, the ordinance codified in this section shall not be applied to increase the salary of any officer during the term for which they are elected.
- C. Compensation of the Mayor and members of Council shall be reviewed no later than February 28 of each general election year.

(Ord. XX § 1, 2022); Ord. 1252 § 1, 2020; Ord. 787 § 1, 2004; Ord. 717 § 1, 2002; Ord. 326 § 1, 1984; Ord. 226 § 1, 1977; Ord. 1 §§ 1—3, 1926.)

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 21ST DAY OF MARCH 2022.

PASSED 2ND READING THE 11TH DAY OF APRIL 2022.

PASSED AND APPROVED THE ____ DAY OF ____ 2022.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance XX 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.

Riley Taylor, Town Clerk

ORDINANCE H

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1216 AND 1217; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTIONS 2.2.8 AND 2.2.9 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING MAXIMUM ALLOWED HEIGHT AND STORIES OF DETACHED HOMES AND DUPLEX BUILDINGS IN THE NEIGHBORHOOD MEDIUM DENSITY – 2 (NM-2) DISTRICT AND NEIGHBORHOOD HIGH DENSITY (NH-1) DISTRICT.

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. 1216 and 1217; Section 2 of Town of Jackson Ordinance No. 1074 (part); and Sections 2.2.8 and 2.2.9 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

(See next page)

2.2.8. NM-2: Neighborhood Medium Density-2 (3/6/19, Ord. 1216)

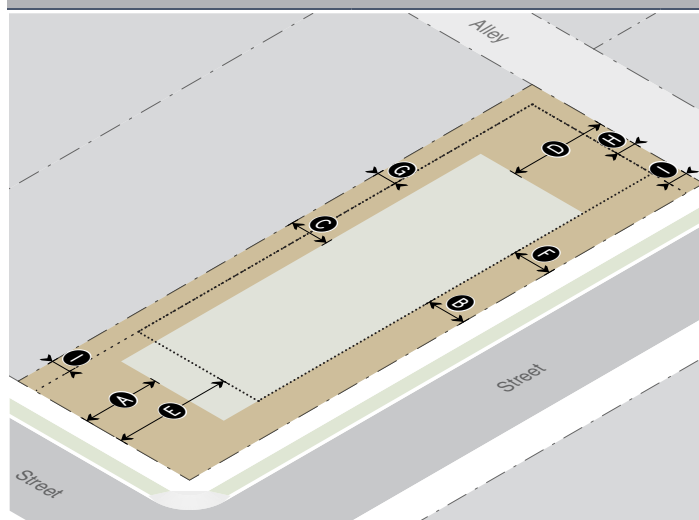
A. Intent

1. General Intent: The intent of the Neighborhood Medium Density-2 (NM-2) zone is to provide for medium to higher density residential development and to promote workforce housing types using a broad range of detached and attached residential types in a pedestrian-oriented environment. The size of individual buildings will be limited in order to respect and enhance the character and cohesiveness of existing residential neighborhoods. This zone is intended for Transitional neighborhoods where increased residential density and workforce housing are intended.
2. Buildings: Buildings of 3 or more attached units can be up to 3 stories in height. Multiple detached buildings or multiple attached units on a site is common. No more than 8 units will be permitted within an individual building. Incentives are provided to encourage variety in roof pitch and design.
3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from a primary street or alley if present.
4. Land Use: The full spectrum from a detached home to an 8-unit apartment/condo building is allowed.
5. Comprehensive Plan: Based primarily on Subarea 3.2 in the Comprehensive Plan

B. Physical Development

Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5 apply unless stated otherwise.

1. Lot Standards



Primary Building Setbacks (Sec. 9.4.8.)

Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	C
Rear (min)	20'	D

Accessory Structure Setbacks (Sec. 9.4.8.)

Primary street (min)	30'	E
Secondary street (min)	10'	F
Side interior (min)	5'	G
Rear (min)	5'	
Rear alley (min)	10'	H

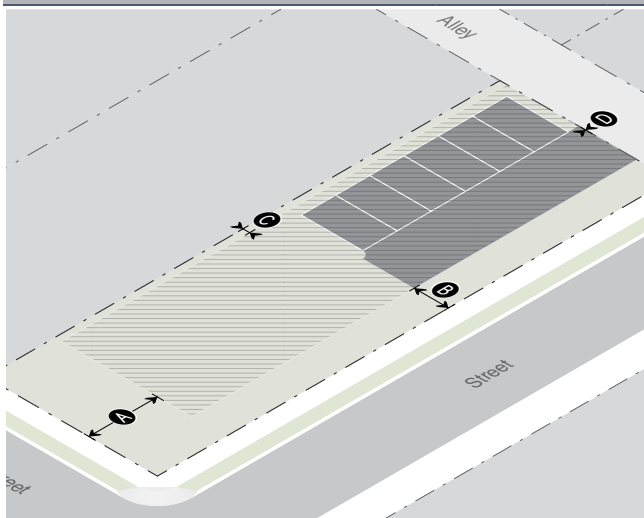
Site Development Setbacks

All site development, excluding driveways, sidewalks, or parking.

Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5'	I

Landscaping (Div. 5.5.)

Landscape surface ratio (min)	(9.4.6.D.)
Detached Dwelling	.45
Apartments/ Attached Dwellings	.21 & 70% in front 1/3 of lot
All other allowed uses	.35
Plant units (min)	
Detached Dwelling and Duplex	1 per unit
All other uses	1/1,000 sf of landscape area
Parking Lot (all uses)	1 per 12 parking spaces

2. Vehicle Access Standards**Access**

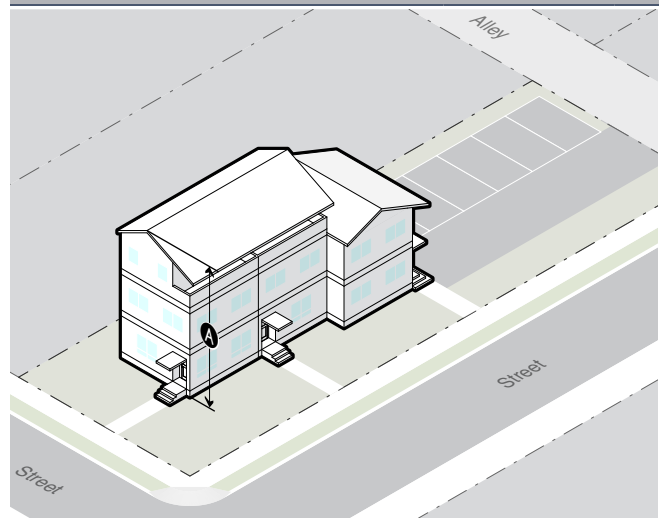
Primary street	Allowed
Secondary street	Allowed
Alley	Allowed
Curb-cut width (max)	20' per 100' of lot frontage or 40% of lot frontage, whichever is less

Driveway width in primary/secondary street setback (max)	20'
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Parking Setbacks

Primary street* (min)	20'	A
Secondary street* (min)	20'	B
Side interior (min)	1'	C
Rear (min)	5'	
Rear alley (min)	0'	D

* Excludes 20' max driveway allowed in primary/secondary street setback

3. Bulk & Mass Standards**Primary Building Height**

(Sec. 9.4.9.)

1 detached unit or 2 attached units**A**Height (max): roof pitch ≤ 3/122 stories, not to exceed 26'Height (max): roof pitch 4/12, 5/122 stories, not to exceed 28'Height (max): roof pitch ≥ 6/122 stories, not to exceed 30'3 or more attached units**A**Height (max): roof pitch ≤ 3/123 stories, not to exceed 35'Height (max): roof pitch 4/12, 5/123 stories, not to exceed 37'Height (max): roof pitch ≥ 6/123 stories, not to exceed 39'**Accessory Structure Height**

(Sec. 9.4.9.)

All accessory structures (max)	14'
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Scale of Development

(Sec. 9.4.13.)

Floor area ratio (FAR max)

Detached Dwelling	.30
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All other allowed uses	.40
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Deed restricted housing exemption	(Sec. 7.8.3.)
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Workforce housing floor area bonus	(Sec. 7.8.4.)
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Individual building (max gross floor area)	10,000 sf
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2.2.9. NH-1: Neighborhood High Density 1

(3/6/19, Ord. 1217)

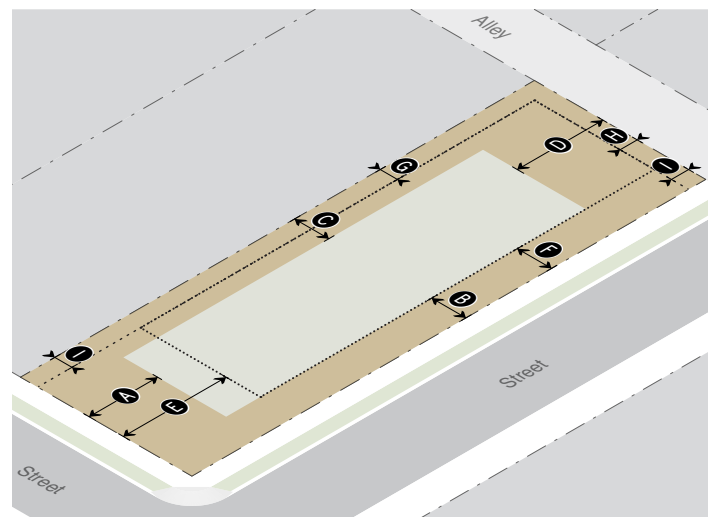
A. Intent

1. General Intent: The intent of the Neighborhood High Density 1 (NH-1) zone is to provide for high density residential development and to promote workforce housing types using a broad range of attached residential types in a pedestrian-oriented environment. The size of individual buildings will be limited by the application of required dimensional standards, such as FAR, setbacks, and parking, and not by a prescribed standard. Care will be given to ensure that new development respects and enhances the character and cohesiveness of existing residential neighborhoods. This zone is intended for Transitional neighborhoods where increased residential density and workforce housing are intended.
2. Buildings: Buildings of 3 or more attached units can be up to 3 stories in height. Single or multiple detached buildings, each building with multiple units, on a site is common. Incentives are provided to encourage variety in roof pitch and design.
3. Parking: Parking is provided primarily on-site in surface or underground garages or with surface parking. Parking is typically accessed from a primary street or alley if present.
4. Land Use: The full spectrum from a detached home to whatever size building can fit the site based on the minimum required density (17.4 units/acre) and the dimensional limitations, such as FAR, setbacks, and parking. Apartments take the place of ARUs because they provide greater flexibility.
5. Comprehensive Plan: Based primarily on Subarea 3.2 in the Comprehensive Plan.

B. Physical Development

Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5 apply unless stated otherwise.

1. Lot Standards



Primary Building Setbacks

(Sec. 9.4.8.)

Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	C
Rear (min)	20'	D

Accessory Structure Setbacks

(Sec. 9.4.8.)

Primary street (min)	30'	E
Secondary street (min)	10'	F
Side interior/rear (min)	5'	G
Rear alley (min)	10'	H

Site Development Setbacks

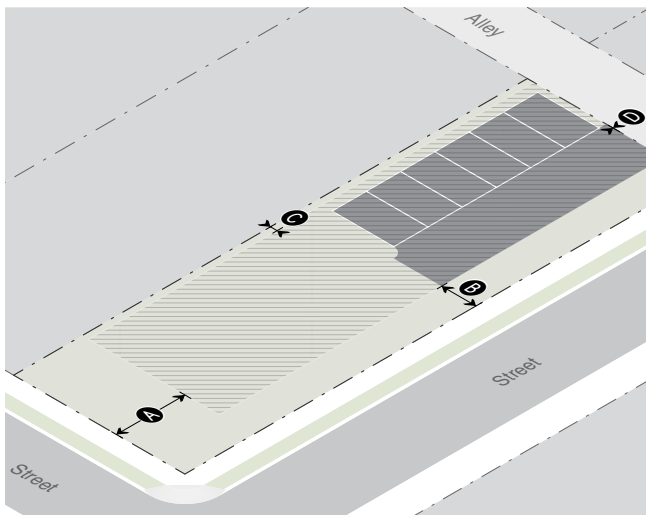
All site development, excluding driveways, sidewalks, or parking.

Primary/secondary street (min)	Same as primary building
Side interior/rear (min)	5' I

Landscaping

(Div. 5.5.)

Landscape surface ratio (min)	(9.4.6.D.)
Apartments/Attached Dwellings	.21 & 70% in front 1/3 of lot
All other allowed uses	.30
Plant units (min)	
Detached Dwelling and Duplex	1 per unit
All other uses	1/1,000 sf of landscape area
Parking Lot (all uses)	1 per 12 parking spaces

2. Vehicle Access Standards**Access**

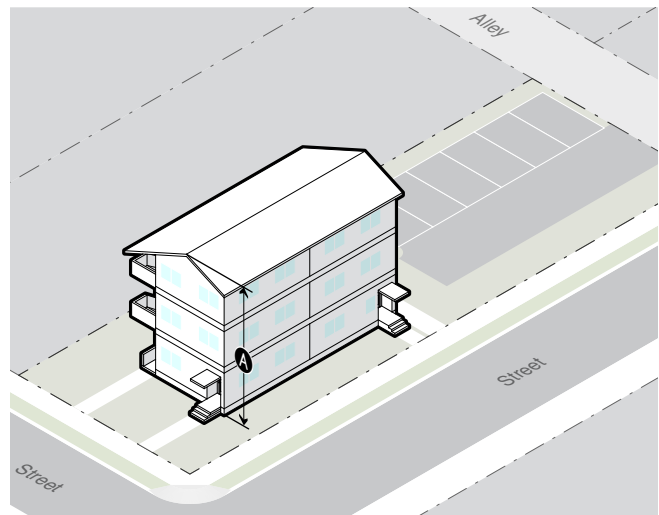
Primary street	Allowed
Secondary street	Allowed
Alley	Allowed
Curb-cut width (max)	20' per 100' of lot frontage or 40% of lot frontage, whichever is less

Driveway width in primary/secondary street setback (max)	20'
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Driveway Setbacks

Primary street* (min)	20'	A
Secondary street* (min)	10'	B
Side interior (min)	1'	C
Rear (min)	5'	
Rear alley (min)	0'	D

* Excludes 20' max driveway allowed in primary/secondary street setback

3. Bulk & Mass Standards**Design Guidelines**

(Div. 5.8.)

The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.

Primary Building Height

(Sec. 9.4.9.)

1 detached unit or 2 attached units**A**Height (max): roof pitch $\leq$ 3/122 stories, not to exceed 26'Height (max): roof pitch 4/12, 5/122 stories, not to exceed 28'Height (max): roof pitch $\geq$ 6/122 stories, not to exceed 30'3 or more attached units**A**Height (max): roof pitch $\leq$ 3/12

3 stories, not to exceed 35'

Height (max): roof pitch 4/12, 5/12

3 stories, not to exceed 37'

Height (max): roof pitch $\geq$ 6/12

3 stories, not to exceed 39'

Accessory Structure Height

(Sec. 9.4.9.)

All accessory structures (max)

14'

Scale of Development

(Sec. 9.4.13.)

Floor area ratio (FAR max)

.40

Deed restricted housing exemption

(Sec. 7.8.3.)

Workforce housing floor area bonus

(Sec. 7.8.4.)

Individual Building (max gross floor area)

10,000 sf

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 VI.

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

PASSED 1ST READING THE _____ DAY OF _____, 2022.

PASSED 2ND READING THE _____ DAY OF _____, 2022.

PASSED AND APPROVED THE _____ DAY OF _____, 2022.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, 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.

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	April 18, 2022	Meeting Title:	Town Council Special Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	Alternate Municipal Judge Appointment	Public Comment:	No

Purpose & Policy Considerations.

Alternate Municipal Judges are appointed by the Mayor with the consent of Council pursuant to W.S. §5-6-103 and 1.16.010.C. of the Municipal Code.

Requested Action.

Appointment of Dick Stout as an alternate Municipal Judge by Mayor Levinson and consent to the appointment by the Town Council.

Recommendations.

Staff recommends the Mayor appoint Dick Stout as an alternate Municipal Judge and that the Council consent to the appointment.

Background.

The Town Council recently appointed Christopher Leigh as the Municipal Judge. Judge Leigh had formerly served as one of two alternate Municipal Judges. The other alternate is Rick Manning. Alternate Municipal Judges are recommended by the Municipal Judge and the appointment is made by the Mayor with the consent of the Council. With Judge Leigh's appointment to the position of Municipal Judge, Judge Leigh has requested a second alternate judge be added to serve when there is a conflict of interest or when Judge Leigh is out of Town. Mayor Levinson was consulted about this request for appointment and asked that it be placed on an upcoming agenda.

Dick Stout submitted a letter of interest to serve as an alternate Municipal Judge. The Town Council interviewed Dick Stout already when he applied for the position of Municipal Judge. Dick Stout's qualifications and eligibility have already been confirmed by staff during the Municipal Judge selection process.

1.16.010 Office created; Qualifications.

- C. The Mayor, with the advice and consent of the Town Council, shall have the authority to appoint alternative judges and all such alternate Municipal Judges shall be qualified electors of Teton County, Wyoming.*

Analysis.

Should the appointment be made and consent provided, the oath of office would be administered by Judge Leigh.

Possible Alternatives.

The Town Council can ask Judge Leigh to present other names for consideration for the position of alternate Municipal Judge.

Comprehensive Plan & Priority Alignment.

N/A

Fiscal Impact.

There is no fiscal impact related to the appointment of an additional alternate Municipal Judge. Funding is already approved in the budget to pay alternate Municipal Judges for actual time worked.

Staff Impact.

Staff impact is positive in that it allows alternates to serve when there is a conflict and to assist the Municipal Judge with overall workload. Coordination of the letter of interest, staff report preparation, and administering the oath of office results in a total combined 3 hours of staff time.

Attachments or Links.

Letter of Interest from Dick Stout.

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

Mayor: I hereby appoint Dick Stout as an Alternate Municipal Judge.

Council: I move to consent to the appointment of Dick Stout as an Alternate Municipal Judge.

March 21, 2022

HAND DELIVERED

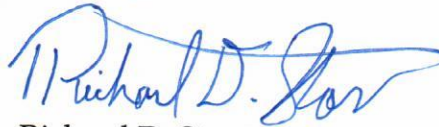
Town of Jackson

Re: Municipal Court Alternate Judge

To whom it may concern:

Please consider this letter as an expression of interest in serving as an alternate judge for the Town of Jackson Municipal Court. It would be an honor to serve in this capacity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard D. Stout", with a stylized flourish extending to the right.

Richard D. Stout

STAFF REPORT



Meeting Date:	April 18, 2022	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Administration	Presenter:	Riley Taylor
Agenda Item:	WAM Summer Convention Travel Authorization	Public Comment:	No

Purpose & Policy Considerations.

To authorize councilmembers and staff to attend the Wyoming Association of Municipalities (WAM) annual summer convention in Laramie, Wyoming from June 8-10, 2022.

Requested Action.

To authorize councilmembers and staff to attend the WAM summer convention in Laramie, Wyoming from June 8-10, 2022.

Recommendations.

To approve travel expenses for councilmembers and staff wishing to attend the 2022 WAM Summer Conference, and for those persons to consider attending this event and begin making travel arrangements if approved.

Background.

The WAM summer convention is an annual event that unites elected officials and staff from municipalities across the state.

Possible Alternatives.

- 1) Approve travel to Laramie, Wyoming for the convention.
- 2) Deny travel to Laramie, Wyoming for the convention.

Fiscal Impact.

Event registration and travel fees.

Staff Impact.

A minimal amount of time to coordinate travel arrangements, review the convention agenda, etc.

Attachments.

None. The agenda is not available at this time.

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

I move to approve travel expenses for councilmembers and staff who wish to attend the WAM 2022 Summer Conference in Laramie, Wyoming.

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: April 18, 2022

RE: Town Manager's Report

Classification and Compensation Study

Staff met this past week as a Department Director team with Ann Antonsen of Baker Tilly, our Classification and Compensation Study vendor, to kick off the process of our study. As an initial step, Directors will be completing a questionnaire to provide information on the structure of their departments, services provided by their departments, any unusual programs included in the department, recent changes in job responsibilities for positions in their department, special requirements for positions, turnover, recruitment issues specific to their department, market competition for positions, advancement opportunities for positions, and any special issues such as on-call duties, emergency response, shift differential wages, etc. Staff also discussed areas we would like data on including flexible schedules, cafeteria options for benefits, equity issues related to housing and childcare, and similar issues.

The Town Council will be provided an overview of the study and the work to come at the May 16 Town Council workshop. Baker Tilly representatives will present a draft list of market communities/entities and ask for Council input into finalizing that list. Staff will have already provided input into development of this list and the final step will be to receive Council approval of the list. Baker Tilly will then discuss how the Town wants to compare with those market entities and will introduce the concept of developing a 'pay philosophy.' The pay philosophy will ultimately set where we want to be relative to that market - whether we want to be on par with those entities, whether we want to be ahead of the curve and offer higher wage and/or benefits, or whether we want wages to be higher but benefits on par, etc. This will be an introduction to setting a pay philosophy and the Council will not be asked to vote on that issue at this meeting. At a future meeting, a recommendation will be made and the Council will then be asked to weigh in on a pay philosophy. And ultimately, a recommendation will be made and Council will be asked to vote on implementation of the study results and where to place our funding as it relates to employee wages, standard benefits, and also benefits that may be unique to our community such as childcare and housing assistance.

SPET Process

The administration team developed a procedure for receipt and processing of anticipated SPET applications that are due Monday, April 18 at noon. A highlight of some of the steps in the process follows. The applications will be received by Town Clerk, Riley Taylor and checked for completeness. Riley will then prepare a summary list of applications received, compile and post

the applications both internally and externally. Susan Scarlata will be ready with an educational press release to the public regarding applications received and the process moving forward. Staff will meet and go through applications and prepare the staff report to accompany the applications. Lea Colasuonno, Town Attorney, and Abigail Moore from the County Attorney's office will also initially review the applications submitted and the staff report. The Council and Commission will then meet on May 9 in a special JIM from 2pm – 5pm for a question and answer session with applicants and to receive public comment. An additional meeting is scheduled for May 10 from 9-12 to either complete the Q&A, complete initial public comment, and allow for initial discussion among the electeds. The complete schedule for the SPET process is listed below:

2022 SPET Timeline	
March 16, 2022 - April 18, 2022	Application Period
Monday, April 18, 2022	Application Deadline
April 18, 2022 - May 3, 2022	Staff Report Preparation Period and Preliminary Legal Review of Qualified Applications
Tuesday, May 3, 2022	Deadline for Staff Report for May 9 Special JIM
Monday May 9, 2022 Special JIM 2PM - 5PM (Town Budget Mtg 9-12PM on 5/9)	Q&A for Applicants and Public Comment
Tuesday May 10, 2022 Special JIM 9AM-12PM	SPET Elected Discussion (if needed or for budget discussion)
Tuesday, May 17, 2022	Deadline for Staff Report for May 23 Special JIM
Monday May 23, 2022 Special JIM 3PM - 5PM	Council & Commission Discussion and Initial Ranking/Voting to Establish Finalist List
May 23, 2022 - May 31, 2022	Staff Report Preparation Period and Legal Input for Wording of Ballot Initiatives
Tuesday, May 31, 2022	Deadline for Staff Report for June 6 JIM
Monday June 6, 2022 Special JIM 1PM - 3PM	Council & Commission to Complete Qualitative Discussion of Finalist List and Select Ballot Items
Tuesday, June 7, 2022	Deadline for Staff Report for June 13 Special JIM
Monday, June 13, 2022 Special JIM 3-5PM	Ballot Language Provided in Staff Report and To Complete the Process
Monday, June 27, 2022 Special JIM 3-5PM	If Needed: Ballot Language Review Completed and To Complete the Process
Tuesday, July 5, 2022	Deadline for Staff Report for July 11 JIM
Monday July 11, 2022 (last Regular JIM before the deadline of July 20,	Council & Commission Ballot Resolution Adoption
Education and Information Period	July 11, 2022 - November 7, 2022
Tuesday, November 8, 2022	Election