

Jackson Town Council Regular Meeting

November 21, 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/87094095675?pwd=bE0vSHMrci9EV2J3VEhWRXcxbWV0Zz09>

If the link does not work, join at zoom.com with Webinar ID **870 9409 5675** Password: **83001**

or join by phone **+1 669 444 9171** with Webinar ID **870 9409 5675** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Apprenticeship Week
 - 2. Extra Mile Day
 - 3. Small Business Saturday
 - 4. Introduction of Endy Rodriguez, Police Systems Administrator

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

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

- A. Meeting Minutes
 - 1. November 7, 2022 Town Council Meeting
- B. Disbursements
- C. October Municipal Court Report
- D. P22-257 Soroptimist Christmas Tree Festival Temporary Sign (Paul Anhtony)
- E. P22-262 Skating Club of JH Holiday Ice Skating Show Temporary Sign (Paul Anthony)
- F. Special Event: Nativity Scene Holiday Display (Carl Pelletier)
- G. Special Event: Winter Wonderland (Carl Pelletier)
- H. Special Event: Our Lady of Guadalupe Procession (Carl Pelletier)

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.

- I. Special Event: Christmas Caroling Sleigh Ride (Carl Pelletier)
- J. FY20 TAP Grant Agreement Amendment (Brian Schilling)
- K. Thaw Well Agreement (Tyler Sinclair)
- L. 400 W. Snow King Surplus Property (April Norton)
- M. Grand Targhee Resort Contracted Bus Service (Bruce Abel)

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

A. Administration

- 1. Town Facility Use for Early Childhood Education (Tyler Sinclair)
- 2. Restaurant Liquor License - Root Cafe LLC (Lynsey Lenamond)
- 3. Resort Liquor License - CCC's PBI LLC (Lynsey Lenamond) - *This item will be continued to 12/19.*

B. Planning

- 1. P22-218 Partial Vacation Without Replat - 725 Upper Snow King Loop (Katelyn Page)

VI. RESOLUTIONS

- A. Resolution 22-23: Appreciation for Clarene Law

VII. ORDINANCES

- A. Ordinances R-B: Title 16 Housing Department Rules and Regulations (second reading)
- B. Ordinance C: Art Enrichment Allocation (second reading)
- C. Ordinance D: Title 2 Personnel (second reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

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

PROCLAMATION

DECLARING NOVEMBER 14, 2022 THROUGH NOVEMBER 20, 2022 NATIONAL APPRENTICESHIP WEEK

WHEREAS, National Apprenticeship Week is celebrating its 7th anniversary of raising awareness of the vital role apprenticeships provide in creating a qualified and highly-skilled workforce in diverse industries in Jackson, WY and across the nation; and

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

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

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

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, WY, do hereby declare November 14-20, 2022, as National Apprenticeship Week in the Town of Jackson, WY.

DATED THIS 21st DAY OF NOVEMBER , 2022.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

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

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

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

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

WHEREAS, Jackson acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2022.

NOW THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, on behalf of the Jackson Town Council and the entire Jackson community, wish to recognize **Mary Pat Walker**, for going the extra mile in leading the way in swim instruction in our community since 1970, and through the Aquatot and baby swim course she designed, ensuring the success of those she taught, and for continuing her service today by running the Learn to Swim program and teaching the young people of Jackson; and **Janeen McCreight**, for going the extra mile in caring for the Aspen Hill Cemetery and for those interred there, using her spare time to learn about the past members of our community and their families, and helping ensure that future generations will have a record of the persons that make up our community’s history.

FURTHER, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim November 1, 2022, as Extra Mile Day. I urge everyone in the community to take time to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

DATED THIS 21ST DAY OF NOVEMBER, 2022.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

SMALL BUSINESS SATURDAY AND SHOPPING LOCALLY

WHEREAS, the Jackson community celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, the Jackson Town Council supports our local businesses that create jobs, boost our local economy, and preserve our community; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson do hereby proclaim November 26, 2022 as Small Business Saturday and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

DATED THIS 21st DAY OF NOVEMBER 2022.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk



Endy Rodriguez
Police Systems Administrator

Endy attended Valencia College where he obtained his Associates in Information Technology. Endy has always had a strong passion for technology and innovative ideas, so he continues to pursue a degree in "Internet Of Things" at Florida International University. Endys' goal is to use his knowledge and open communication skills to continue providing a safe, effective policing plan to the constituents and the Jackson community as a whole. During his downtime, he enjoys exercising, stock market trading and boxing as well as spending time with family. He also speaks fluent Spanish.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

NOVEMBER 7, 2022

JACKSON, WYOMING

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

TOWN COUNCIL: Vice Mayor Arne Jorgensen, Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers.

STAFF: Tyler Sinclair, Lea Colasuonno, Paul Anthony, Katelyn Page, Tyler Valentine, Floren Poliseo, Brian Lenz, Carl Pelletier, Johnny Ziem, Michelle Weber, Kelly Thompson, Lynsey Lenamond, and Riley Taylor.

Vice Mayor Jorgensen declared November 2022 Lung Cancer Awareness Month and introduced new employees Brad Boreman, David Lionheart, and Tyrone Spruill.

Public Comment. Julien Hass and Alejandro Puy 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-N as presented with the following motions.

- A. **Meeting Minutes.** To approve the meeting minutes as presented for the October 17, 2022 Town Council Workshop, October 17, 2022 Town Council Regular Meeting, and October 24, 2022 Special Town Council Meeting/Retreat.
- B. **Disbursements.** To approve disbursements as presented. 770 WYOMING LLC \$228.53; 842-NCPERS GROUP WYOMING \$96.00; ACE HARDWARE \$1,361.98; ADVANCED CONCRETE SOLUTIONS \$24,300.00; AFLAC \$3,064.76; AIRGAS INTERMOUNTAIN INC. \$146.52; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$141,602.32; AMAZON \$1,470.76; APEX SAGE INC \$58,719.36; APPLE INC \$16,622.00; ARBOR WORKS TREE SERVICE, LLC \$750.00; ARCHITECTURAL BUILDING SUPPLY \$83.23; ARISTORENAS, MARIA \$450.00; ARTS DISTRICT WEST, LLC \$20,620.25; AT&T \$1,648.63; BADILLO, MARCELA \$450.00; BAKER TILLY US, LLP \$49,445.00; BAKER, DAVID \$109.76; BERGMAN, PIERRE \$450.00; BIANCA SILVIA CALLES \$420.00; BISON LUMBER \$1,556.59; BLISS CARGO \$37.52; BREAKFAST ROTARY OF JH \$175.00; BRIGGS, ERIC L \$203.77; CARQUEST AUTO PARTS INC. \$38.68; CENTURYLINK \$2,393.73; CITY OF DRIGGS \$2,620.35; COMMUNITY ENTRY SERVICES \$32,500.00; CONRAD & BISCHOFF INC. \$41,621.68; CONTROL SYSTEM TECHNOLOGY, INC. \$7,537.50; CORE & MAIN LP -\$4,377.56; CREATIVE ENERGIES, LLC \$1,998.00; CULTIVATE \$1,625.00; DAY, JEAN \$450.00; DEAN'S PEST CONTROL LLC \$750.00; DELCON INC \$3,372.33; DELL \$9,630.00; DELTA DENTAL PLAN OF WYOMING \$11,127.40; DICK ANDERSON CONSTRUCTION \$569,007.19; DISCOUNT SNOW STAKES \$1,007.87; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DOVER, JOHN \$100.00; ELECTRICAL WHSLE SUPPLY CO INC \$116.45; ENERGY LABORATORIES INC. \$1,776.00; ESRI, INC \$506.29; ETNA TRADE PARK LLC \$2,491.00; EVANS CONSTRUCTION INC \$327,358.47; EVIDENT \$28.00; FIRE SERVICES OF IDAHO \$52,235.00; FIRST TRANSIT \$31,345.16; FLEETPRIDE \$3,195.08; FRIENDS OF PATHWAYS \$16,848.00; FRITTS, JASON \$450.00; GARMIN USA \$2.00; GILLIG LLC \$7,891.62; GOVOS, INC \$5,048.96; H & R ENTERPRISES, LLC \$1,601.00; HACH CHEMICAL CO. \$2,153.04; HD FOWLER COMPANY \$613.07; HEALTHIEST YOU \$1,350.00; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$842.91; HOLE FOOD RESCUE \$5,000.00; HOT SPOTS LLC \$3,750.00; HUNT CONSTRUCTION INC \$17,347.25; HURST, MARY \$100.32; IDAHO FALLS PETERBILT \$298.00; IDAHO STATE TAX COMMISSION \$4,221.00; IDEXX DISTRIBUTION, INC. \$1,296.88; INEO SYSTRANS USA INC \$80,002.70; INNOVYZE, LLC \$1,440.00; INTERMOUNTAIN ERECTORS, INC \$375,900.40; INTERNATIONAL INSTITUTE OF MUNICIPAL CLE \$185.00; INTERSTATE BATTERY \$1,084.65; IVY OUTDOOR SERVICES LLC \$1,755.00; JACK'S TIRE & OIL \$14,428.54; JACKSON CURBSIDE INC. \$2,410.00; JACKSON DOWNTOWNER, LLC \$63,579.39; JACKSON HOLE COMMUNITY HOUSING \$120,625.12; JACKSON HOLE LAW, PC \$6,010.00; JACKSON HOLE NEWS & GUIDE \$8,308.60; JACKSON HOLE PSYCHIC READER \$110.00; JACKSON HOLE SECURITY, LLC \$658.40; JACKSON LUMBER INC \$2,148.77; JEWISON, SAMUEL LEE \$150.00; JOHNSON, MARC \$2,500.00; JONES SIMKINS \$30,300.00; JORGENSEN ASSOCIATES, PC \$99,900.49; JP CONCRETE FINISHING, LLC \$24,464.14; KARISSA AKIN LLC \$4,600.00; KRUEGER, ERICA JADE \$450.00; LAWMAN SUPPLY COMPANY \$974.92; LENAMOND, LYNSEY \$85.23; LEO'S CONSTRUCTION \$12,000.00; LEPCO \$5,532.90; MACY'S SERVICES \$741.25; MARKMAN, JASON \$23.81; MCNIFF, GEORGINA \$1,740.00; MERLCER, STEPHEN \$8,000.00; METADOME, LLC \$3,236.00; MEXIA, DOMINGO \$640.00; MEYER, KARL \$150.00; MIKE'S WELDING INC \$37.20; MONSIDO, INC \$2,625.00; MORLEY, BRUCE \$100.81; MSC INDUSTRIAL SUPPLY CO \$555.97; NAPA AUTO PARTS INC. \$1,229.02; NELSON ENGINEERING \$12,270.00; NOLAD, STACY \$450.00; ON SIGHT LAND SURVEYORS INC. \$300.00; ONE CALL OF WYOMING \$883.50; PALINDROME STUDIO \$1,200.00; PEAK WATER SERVICES, LLC \$1,062.50; PERFORM PRINTING INC \$2,913.50; PLATT \$29.26; PORT53 TECHNOLOGIES, INC \$1,386.80; POWER ENGINEERING CO, INC \$1,044.08; PRAZMA PAINT & AUTO BODY \$2,567.81; PREMIER TRUCK- SALT LAKE CITY \$2,403.51; PREMIER VEHICLE INSTALLATION, INC \$181.71; QUICK BROWN FOX LLC \$275.00; RIDGELINE EXCAVATION INC \$5,443.57; ROCKY MOUNTAIN INFO NETWK \$100.00; RON'S TOWING \$300.00; RT1 INC \$312.28; RUI INC. DBA VILLAGE GARDNER \$627.80; SAFELITE

FULFILLMENT INC \$710.97; SANCHEZ-MACHUCA, ROSA \$450.00; SB EQUIPMENT RENTALS, LLC \$540.00; SCHAEFFER MFG. CO \$3,857.13; SCHOW'S TRUCK CENTER \$4,114.16; SHERWIN-WILLIAMS CO. \$62.45; SILVER CREEK SUPPLY \$531.14; SILVERSTAR \$3,565.30; SIMPSON PROPERTIES \$137.25; SMITH POWER PRODUCTS, INC. \$1,135.05; SNAKE RIVER MEP COMPLETE, INC \$798.12; SNAKE RIVER ROASTING \$528.70; SOSA'S JANITORIAL SERVICE \$7,200.00; SPRING CREEK ANIMAL HOSPITAL \$3,840.92; ST JOHN'S HOSPITAL \$65.00; STANDARD INSURANCE COMPANY \$13,649.66; STINKY PRINTS, INC \$31.55; SUNRISE ENVIRONMENTAL \$337.02; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; SWAGIT PRODUCTIONS, LLC \$1,775.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$425.00; TETON MOTORS INC \$222.57; TETON TRASH REMOVAL, INC. \$49.00; THE AFTERMARKET PARTS COMPANY, LLC \$351.24; THE CHILDREN'S LEARNING CENTER \$29,252.75; THE TIRE RACK, INC. \$4,702.60; THOMPSON LOGGING, INC \$4,160.00; TREFONAS LAW, P.C. \$435.60; UPPER CASE PRINTING INK \$171.72; VALLEY LANDSCAPE SERVICE, INC \$1,700.00; VALLEY OFFICE SYSTEMS \$562.77; VALLEY WEST ENGINEERING, PC \$10,462.50; VILLASANA, CHRISTIAN MEDINA \$1,690.00; VISION SERVICE PLAN - (WY) \$1,940.07; WAM \$125.00; WEST COAST CODE CONSULTANTS \$1,800.00; WESTBANK SANITATION \$2,096.10; WESTERN STATE \$5,216.78; WESTWOOD CURTIS \$557,463.31; WHITE GLOVE CLEANING, INC. \$4,731.63; WRENCH IT PLUMBING & HEATING INC \$442.94; WY CHILD SUPPORT ENFORCEMENT \$146.76; WY WORKERS' SAFETY & COMP \$17,372.04; WYOMING BUSINESS ALLIANCE \$400.00; WYOMING DEPARTMENT OF HEALTH \$240.00; WYOMING FIRST AID & SAFETY \$148.45; WYOMING GARAGE DOOR, LLC \$5,537.70; WYOMING RETIREMENT SYSTEM \$138,857.35; WYOMING WATER DEVELOPMENT COMMISSION \$66,969.91; WYTRANS \$480.00; YELLOW IRON EXCAVATION, LLC \$80.00

- C. **P22-217: JH Half Marathon Temporary Sign.** To approve temporary banner application (P22-217) for JH Half Marathon, including the three conditions of approval recommended by the Planning Director in the staff report dated November 7, 2022.
- D. **P22-240: First Baptist Monday Services Temporary Sign.** To approve temporary banner application (P22-240) for First Baptist Church, including the three conditions of approval recommended by the Planning Director in the staff report dated November 7, 2022.
- E. **P22-250 KHOL Membership Drive Temporary Sign.** To approve temporary banner application (P22-250) for KHOL, including the three conditions of approval recommended by the Planning Director in the staff report dated November 7, 2022.
- F. **Special Event: Town Square Lighting.** To approve the special event application made by the Jackson Chamber of Commerce to host the Town Square Lighting special event, subject to the conditions and restrictions listed in the staff report.
- G. **Special Event: Small Business Saturday.** To approve the special event application made by the Jackson Hole Chamber of Commerce Small Business Saturdays special event, subject to the conditions and restrictions listed in the staff report.
- H. **Special Event: Santa on Town Square.** To approve the application of the Chamber of Commerce for the Santa on the Square events from December 17, 2022 - December 24, 2022 subject to the conditions and restrictions listed in the staff report.
- I. **Special Event: Tribe Christmas Eve Service.** To approve the special event application made by Tribe JH to host the Traditional Christmas Eve Service special event, subject to the conditions and restrictions listed in the staff report.
- J. **Special Event: Caroling on the Town Square.** To approve the special event application made by the Community Bible Church for Caroling on the Town Square on December 24, 2022 subject to the conditions and restrictions listed in the staff report.
- K. **Special Event: Menorah Holiday Display.** To approve the application request for the Menorah Display on the Town Square from December 18, 2022 to December 27, 2022 subject to the conditions and restrictions listed in the staff report.
- L. **Sewer Pipe Master Plan Contract Approval.** To approve the Sewer Master Plan Agreement between the Town of Jackson and Nelson Engineering in the amount of \$47,500 and authorize the Mayor to execute all necessary contract documents, subject to minor changes by staff.
- M. **Amendment to S4 Flats Ground Lease.** To approve the First Amendment to the Ground Lease for 910 Smith Lane and 915 Simon Lane, the Residential Lease Assignment for 910 Smith Lane, and the First Amendment to the Residential Lease for 910 Smith Lane and authorize the mayor to execute all three documents, subject to minor changes by staff.

N. Crane Encroachment Agreement – 165 N Glenwood. To approve the Temporary Encroachment Agreement for Placement of Crane on Town Property between the Town and Glenwood JH, Inc. as presented, and authorize the mayor to execute the Agreement, subject to minor changes by staff.

There was no public comment. Vice Mayor Jorgensen called for the vote. The vote showed all in favor with Mayor Morton Levinson absent. The motion carried.

Retail License Transfer Application DG JH LLC. Vice Mayor Jorgensen opened the public hearing. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to continue the application and public hearing for the transfer of a retail liquor license from DG JH LLC to the December 5, 2022 Regular Council Meeting. Vice Mayor Jorgensen called for the vote. The vote showed all in favor with Mayor Morton Levinson absent. The motion carried. The public hearing remained open.

P22-249 Public Art Task Force Annual Plan Expenditures. Katelyn Page made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve P22-249 for expenditures related to the 2022-2023 Public Art Task Force Annual Plan, totaling \$45,000, as presented in this staff report dated November 7, 2022. Vice Mayor Jorgensen called for the vote. The vote showed all in favor with Mayor Morton Levinson absent. The motion carried.

P22-239 Art Enrichment Allocation Ordinance. Katelyn Page made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance C, as presented in this staff report dated November 7, 2022, on first reading. Vice Mayor Jorgensen called for the vote. The vote showed all in favor with Mayor Morton Levinson absent. The motion carried.

Lea Colasuonno made staff comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Jim Rooks to direct staff to complete additional legal research and analysis as need for establishing an Art Enrichment Allocation requirement for development on private property for future consideration by Council. Vice Mayor Jorgensen called for the vote. The vote showed all in favor with Mayor Morton Levinson absent. The motion carried.

Public Defender Contract. Lea Colasuonno made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve the professional services contract with Elisabeth Trefonas for public defender services as presented in the attachment to the staff report, subject to minor changes required by the Town Attorney, and authorize the mayor to execute all necessary documents. Vice Mayor Jorgensen called for the vote. The vote showed all in favor with Mayor Morton Levinson absent. The motion carried.

P22-115 Request for Alley Vacation – N. Cache. Paul Anthony made staff comment. Brad Wagstaff made applicant comment. Council held discussion with staff. Riley Taylor made public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to order an appraisal of the alley located in the block bounded by North Cache Street, Mercill Avenue, North Glenwood Avenue, and Perry Street (P22-115). Vice Mayor Jorgensen called for the vote. The vote showed all in favor with Mayor Morton Levinson absent. The motion carried.

Council recessed at 8:08pm and reconvened at 8:20pm.

P22-176 Request for LDR Amendment - Yellowstone Teton Clean Cities. Katelyn Page made staff comment. Council held discussion with staff. Alicia Cox made applicant comment. Phil Cameron made public comment. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve LDR Text Amendment P22-176 as presented by the applicant and as modified by staff as shown in the staff report dated November 7, 2022, and direct Staff to bring back an ordinance for Council consideration. Vice Mayor Jorgensen called for the vote. The vote showed all in favor with Mayor Morton Levinson absent. The motion carried.

P22-212 Request for Fee Reduction for P22-176. Katelyn Page made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve a request to waive the \$1,803.00 fee for Yellowstone Teton Clean Cities associated with the planning review for LDR Text Amendment P22-176. Vice Mayor Jorgensen

P22-211 Request for LDR Amendment - Neighborhood Low Density-5. Katelyn Page and Paul Anthony made staff comment. Council held discussion with staff. Allison Lee made applicant comment. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve LDR Text Amendment P22-211 as presented by the applicant and as modified and conditioned by staff as shown in the staff report dated November 7, 2022, and direct Staff to bring back an ordinance for Council consideration. Vice Mayor Jorgensen called for the vote. The vote showed 3-1 with Jim Rooks, Jessica Sell Chambers, and Arne Jorgensen in favor, Jonathan Schechter opposed, and Mayor Morton Levinson absent. The motion carried.

P22-213 Request for Fee Reduction for P22-211. Katelyn Page made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve a request to waive the \$1,803.00 fee for Jackson Hole Community Housing Trust associated with the planning review for LDR Text Amendment P22-211. Vice Mayor Jorgensen called for the vote. The vote showed 3-1 with Jim Rooks, Jessica Sell Chambers, and Arne Jorgensen in favor, Jim Rooks opposed, and Mayor Morton Levinson absent. The motion carried.

Resolution 22-22 FY2023 Budget Amendment #1. Kelly Thompson made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Resolution 22-22 adopting amendments to the fiscal year 2023 budget. Vice Mayor Jorgensen called for the vote. The vote showed all in favor with Mayor Morton Levinson absent. The motion carried.

RESOLUTION 22-22

A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2023 BUDGET OF THE TOWN OF JACKSON.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2023 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	413,833	-	413,833
Town Attorney	580,125	66,577	646,702
Municipal Judge	294,552	5,111	299,663
Administration	514,148	33,715	547,863
Town Clerk & Personnel	889,638	27,650	917,288
Finance	695,330	14,282	709,612
Community Development	933,825	(2,414)	931,411
Information Technology	918,763	22,708	941,471
Planning	892,445	16,308	908,753
Town-Wide Services	1,599,268	(356,478)	1,242,790
Town Facilities	777,713	14,061	777,713
Police - Administration	702,763	14,179	716,942
Police - Investigations	708,737	12,997	721,734
Police - Patrol	3,695,012	173,485	3,868,497
Police - Community Service	746,624	14,892	761,516
Police - Special Operations	25,300	-	25,300
Victim Services	355,289	4,841	360,130
Animal Shelter/Control	418,035	9,455	427,490
Building Inspections	486,025	8,405	494,430
Public Works Administration	374,782	19,832	394,614
Streets	2,077,515	16,816	2,094,331
Engineering	690,798	18,956	709,754
Yard Operations	76,293	-	76,293
Cemetery	26,929	392	27,321
Social Services	1,321,307	-	1,321,307
Community Initiatives	423,450	-	423,450
County-Budgeted Joint Programs	3,776,230	-	3,776,230
Transfers Out	17,157,983	60,347	17,218,330
Total General Fund	<u>41,572,712</u>	<u>196,117</u>	<u>41,768,829</u>
Affordable Housing	<u>1,431,776</u>	<u>1,505,747</u>	<u>2,937,523</u>
Total Affordable Housing Fund	<u>1,431,776</u>	<u>1,505,747</u>	<u>2,937,523</u>
Parking Exactions Fund	<u>4,000</u>	<u>800,000</u>	<u>804,000</u>
Total Parking Exactions Fund	<u>4,000</u>	<u>800,000</u>	<u>804,000</u>
Parks Exactions	<u>210,000</u>	<u>29,000</u>	<u>239,000</u>
Total Park Exactions	<u>210,000</u>	<u>29,000</u>	<u>239,000</u>
Employee Housing Fund	581,732	61,201	555,829
Transfers out	<u>85,027</u>	<u>2,078</u>	<u>87,105</u>
Total Employee Housing Fund	<u>666,759</u>	<u>63,279</u>	<u>730,038</u>
Animal Care Fund	25,000	-	25,000
Transfers Out	<u>55,000</u>	<u>-</u>	<u>55,000</u>
Total Animal Care Fund	<u>80,000</u>	<u>-</u>	<u>80,000</u>
Lodging Tax Fund	550,000	-	550,000
Transfers Out	<u>2,147,258</u>	<u>-</u>	<u>2,147,258</u>
Total Lodging Tax Fund	<u>2,697,258</u>	<u>-</u>	<u>2,697,258</u>
START Administration	2,026,077	137,939	2,164,016
START Operations	7,174,272	69,667	7,243,939
START Capital	12,805,765	-	12,805,765
START Transfers	120,355	4,948	125,303
Total START Fund Expenditures	<u>22,126,469</u>	<u>212,554</u>	<u>22,339,023</u>
Capital Outlay	16,637,272	7,601,900	24,239,172
Transfers Out	<u>538,417</u>	<u>-</u>	<u>538,417</u>
Total Capital Projects Fund	<u>17,175,689</u>	<u>7,601,900</u>	<u>24,777,589</u>

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Capital Outlay	252,537	-	252,537
Total 2006 SPET	252,537	-	252,537
Capital Outlay	35,000	-	35,000
Total 2010 SPET	35,000	-	35,000
Capital Outlay	-	72,472	72,472
Total 2014 SPET	-	72,472	72,472
Capital Outlay	20,000	-	20,000
Total 2016 SPET	20,000	-	20,000
Capital Outlay	-	385,634	385,634
Total 2017 SPET	-	385,634	385,634
Capital Outlay	12,765,000	6,161,608	18,926,608
Total 2019 SPET	12,765,000	6,161,608	18,926,608
Water Maintenance & Operation	1,217,563	17,787	1,235,350
Water Wells	313,988	-	313,988
Water Billing & Accounting	276,007	3,114	279,121
Water Capital Outlay & Improvements	1,087,000	746,778	1,833,778
Water Debt Service	66,970	-	66,970
Water Transfers Out	843,515	22,749	866,264
Sewage Plant Operations	1,059,883	15,961	1,075,844
Sewage Maint. & Operations	457,378	6,059	463,437
Sewage Billing & Accounting	271,947	3,293	275,240
Sewage Capital Outlay & Improvements	1,605,000	487,519	2,092,519
Sewage Transfers Out	843,515	22,749	866,264
Total Enterprise Funds	8,042,766	1,326,008	9,368,774
Employee Insurance	3,164,815	-	3,164,815
Total Insurance Fund	3,164,815	-	3,164,815
Fleet Expenditures	2,286,201	15,394	2,301,595
Total Fleet Management Fund	2,286,201	15,394	2,301,595
Central Equipment Expenses	867,400	150,421	1,017,821
Total Central Equipment Fund	867,400	150,421	1,017,821
IT Services	1,303,490	-	1,303,490
Total IT Service Fund	1,303,490	-	1,303,490
REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Taxes	12,557,825	79,014	12,636,839
Licenses & Permits	1,318,843	-	1,318,843
Intergovernmental Revenue	15,578,938	5,223	15,584,161
Charges for Services	726,000	20,000	746,000
Fines & Forfeitures	375,000	-	375,000
Miscellaneous Revenue	569,923	-	569,923
Transfers In	2,132,267	52,523	2,184,790
Total General Fund	33,258,796	156,760	33,415,556
Licenses & Permits	150,000	-	150,000
Miscellaneous Revenue	68,300	-	68,300
Transfers In	1,431,776	3,451	1,435,227
Total Affordable Housing Fund	1,650,076	3,451	1,653,527
Licenses & Permits	101,000	-	101,000
Miscellaneous Revenue	27,000	-	27,000
Transfers In	-	-	-
Total Parking Exactions	128,000	-	128,000
Licenses & Permits	50,000	-	50,000
Miscellaneous Revenue	6,100	-	6,100
Total Park Exactions	56,100	-	56,100
Miscellaneous Revenue	586,646	-	586,646
Transfers In	-	-	-
Total Employee Housing Fund	586,646	-	586,646

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(8,313,916)	(39,357)	(8,353,273)
Affordable Housing	218,300	(1,502,296)	(1,283,996)
Parking Exactions Fund	124,000	(800,000)	(676,000)
Park Exactions Fund	(153,900)	(29,000)	(182,900)
Employee Housing Fund	(80,113)	(63,279)	(143,392)
Animal Care Fund	(19,800)	-	(19,800)
Lodging Tax Fund	(1,206,547)	-	(1,206,547)
Start Fund	(60,355)	(88,866)	(149,221)
Capital Projects	(489,672)	(1,247,023)	(1,736,695)
2006 SPET	(252,537)	-	(252,537)
2010 SPET	(32,200)	-	(32,200)
2014 SPET	57,500	(72,472)	(14,972)
2016 SPET	(14,700)	-	(14,700)
2017 SPET	-	(385,634)	(385,634)
2019 SPET	(7,167,858)	(6,161,608)	(13,329,466)
Enterprise Funds	(1,720,721)	(1,326,008)	(3,046,729)
Employee Insurance Fund	(180,834)	-	(180,834)
Fleet Management Fund	(140,960)	(15,394)	(156,354)
Central Equipment Fund	(212,053)	(150,421)	(362,474)
IT Services Fund	237,715	-	237,715

PASSED, APPROVED, & ADOPTED this 7th day of November, 2022

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

Ordinance C: An Ordinance Regarding Funding for Public Art

AN ORDINANCE ADDING CHAPTER 15.34 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING FUNDING FOR PUBLIC ART AND PROVIDING FOR AN EFFECTIVE DATE.

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

There was no public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance C on first reading. Vice Mayor Jorgensen called for the vote. The vote showed all in favor with Mayor Morton Levinson absent. The motion carried.

Ordinance D: An Ordinance Amending and Reenacting Title 2 Regarding Personnel

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 1-A, 1-E, 2, 3, 31b, 69, 145, 145A, 145B, 153, 212, 226, 283, 326, 350, 360, 361, 384, 385, 457, 499, 597, 598, 599, 644, 652, 699, 717, 719, 787, 842, 872, 934, 1002, 1051, 1186, 1190, 1252, 1268 AND 1315; SECTION 2 OF ORDINANCE NOS. 1-F, 2, 3, 69, 109, 145, 153, 226, 289, 317, 816, 872 AND 873; SECTION 3 OF ORDINANCE NOS. 2, 69, 109, 153, 317, AND 872; SECTION 4 OF ORDINANCE NOS. 2, 69, 145, 152 AND 872; SECTION 5 OF ORDINANCE NOS. 154 AND 872; SECTION 6 OF ORDINANCE NOS. 109 AND 152; SECTION 7 OF ORDINANCE NOS. 109 AND 152; SECTION 8 OF ORDINANCE NO. 152; SECTION 10 OF ORDINANCE NO. 109; SECTIONS 1 THROUGH 4 OF ORDINANCE NOS. 1, 164, 256 AND 644; AND SECTIONS 5 AND 6 OF ORDINANCE NO. 69; AND TITLE 2 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING PERSONNEL, TO INCLUDE OFFICERS, BOARDS, AND COMMISSION 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 Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance D on first reading. Vice Mayor Jorgensen called for the vote. The vote showed all in favor with Mayor Morton Levinson absent. The motion carried.

Ordinance M: An Ordinance Regarding Exterior Lighting

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1097, 1124, 1128, 1136, 1155, 1197, AND 1278; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTIONS 1.9.6, 5.3.1, 5.6.1, AND 9.5 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING EXTERIOR LIGHTING IN THE TOWN OF JACKSON.

Jim Rooks recused himself from the vote. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve Ordinance M on third reading and designate it Ordinance 1324. Vice Mayor Jorgensen called for the vote. The vote showed 3-0 in favor with Jim Rooks recused and Mayor Morton Levinson absent. The motion carried.

Matters from Mayor and Council. Council discussed the National League of Cities conference and the Teton County School District Casino Night fundraising event at the Cowboy Bar for local scholarships. No motions were made.

Town Manager’s Report. Tyler Sinclair made staff comment. Council held discussion with staff. The report contained an update on an anti-vehicle barrier funding request to Travel and Tourism Board, SmartGov, South Park Service Center Improvement and Service District, board member recruitment, State Legislature, and Simon Lane-Scott Lane-Snow King Avenue intersection design update. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager’s report. Vice Mayor Jorgensen called for the vote. The vote showed all in favor with Mayor Morton Levinson absent. The motion carried.

Adjourn. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to adjourn. Vice Mayor Jorgensen called for the vote. The vote showed all in favor with Mayor Morton Levinson absent. The motion carried. The meeting adjourned at 9:40 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: November 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
425	ACE EQUIPMENT & SUPPLY	207186	GUTTER BROOM	10/17/2022	2,132.64	.00	
425	ACE EQUIPMENT & SUPPLY	207203	POLY BRUSH	09/27/2022	574.20	.00	
Total 425:					2,706.84	.00	
51	ACE HARDWARE	798952	BATTERIES	09/22/2022	56.96	.00	
51	ACE HARDWARE	802067	PAINT SUPPLIES	10/18/2022	13.98	.00	
51	ACE HARDWARE	802217	RKR CVR	10/19/2022	6.49	.00	
51	ACE HARDWARE	802354	SCREWS AND WASHERS	10/20/2022	16.16	.00	
51	ACE HARDWARE	802357	DRILL BIT	10/20/2022	8.99	.00	
51	ACE HARDWARE	802405	WRENCH AND STEEL WOOL	10/20/2022	41.48	.00	
51	ACE HARDWARE	802534	GLUE	10/21/2022	11.97	.00	
51	ACE HARDWARE	802549	GLUE	10/21/2022	19.95	.00	
51	ACE HARDWARE	802579	CREDIT	10/21/2022	32.97-	.00	
51	ACE HARDWARE	802581	SAND PAPER	10/21/2022	15.98	.00	
51	ACE HARDWARE	802760	HOUSEHOLD SPRAYER	10/24/2022	14.98	.00	
51	ACE HARDWARE	802780	SCREWS	10/24/2022	14.99	.00	
51	ACE HARDWARE	802850	KITCHEN TOWELS AND TOILET	10/24/2022	17.97	.00	
51	ACE HARDWARE	803242	TARP	10/27/2022	29.99	.00	
51	ACE HARDWARE	803243	MISC PARTS	10/27/2022	56.45	.00	
51	ACE HARDWARE	803353	CREDIT	10/27/2022	10.48-	.00	
51	ACE HARDWARE	803356	MISC SUPPLIES	10/27/2022	45.92	.00	
51	ACE HARDWARE	803417	WEATHERSTRIPPING	10/28/2022	25.47	.00	
51	ACE HARDWARE	803491	SCREEN	10/28/2022	11.99	.00	
51	ACE HARDWARE	803522	ACE BETTER	10/28/2022	5.99	.00	
51	ACE HARDWARE	803556	STAPLES	10/28/2022	5.99	.00	
51	ACE HARDWARE	803563	HOLE PLUGS	10/29/2022	8.53	.00	
51	ACE HARDWARE	803643	WHEEL	10/30/2022	23.94	.00	
51	ACE HARDWARE	803748	CAULK	10/31/2022	11.99	.00	
51	ACE HARDWARE	803789	PAINT SUPPLIES	10/31/2022	29.48	.00	
51	ACE HARDWARE	803927	CLEANERS	11/01/2022	40.94	.00	
51	ACE HARDWARE	804753	SNOWBRUSH	11/07/2022	4.49	.00	
Total 51:					497.62	.00	
88	AIRGAS INTERMOUNTAIN INC.	9131186211	4.5 DMTR	10/18/2022	119.88	.00	
88	AIRGAS INTERMOUNTAIN INC.	9131186212	BRZ FLUX CTD	10/18/2022	22.31	.00	
Total 88:					142.19	.00	
6686	Allegiance Benefit Plan Manage, I	103122	claims 10.321.22	10/31/2022	70,404.77	70,404.77	11/03/2022
6686	Allegiance Benefit Plan Manage, I	110122	monthly premium	11/01/2022	60,191.74	60,191.74	11/03/2022
6686	Allegiance Benefit Plan Manage, I	110722	CLAIMS 11.07.22	11/07/2022	60,126.50	60,126.50	11/16/2022
Total 6686:					190,723.01	190,723.01	
5726	AMAZON	1131-LKRC-K4	WHITEBOARD	10/31/2022	31.42	.00	
5726	AMAZON	1165069921	SIMPLE STORAGE	11/02/2022	78.99	.00	
5726	AMAZON	1419-FMPM-W	FILTER	10/11/2022	32.18	.00	
5726	AMAZON	16DV-RVWH-M	CORSAIR ONE	10/30/2022	3,750.59	.00	
5726	AMAZON	19QK-6NNK-13	OTTOMORBOX	11/02/2022	54.00	.00	
5726	AMAZON	1DD9-HY37-W	CAR WASH BRUSH	10/07/2022	59.07	.00	
5726	AMAZON	1J7W-MP73-H	CREDIT	04/25/2022	789.83-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	1JL6-Y1FD-HD	WRENCH	09/29/2022	97.95	.00	
5726	AMAZON	1KLA-RYD4-G	INSPECTION REPORTS	09/16/2022	397.00	.00	
5726	AMAZON	1NJY-M36C-H	3 PACK DUAL PORT CHARGER	11/02/2022	747.33	.00	
5726	AMAZON	1T1Q-XPX6-C3	MEMBERSHIP	08/17/2022	499.00	.00	
5726	AMAZON	1VDY-L4QV-F	MAGNETIC MIC	10/30/2022	419.06	.00	
5726	AMAZON	1XKN-9V6Q-1	L-BRACKETS	10/26/2022	47.34	.00	
Total 5726:					5,424.10	.00	
660	AMERICAN PUMP COMPANY	111022	DIP AND BAKE 10HP, MOTOR B	11/10/2022	1,278.88	.00	
Total 660:					1,278.88	.00	
2763	AMERIWEST WATER SERVICES	22-147	ALL-QWEST GALLON TOTES	10/27/2022	16,982.41	.00	
Total 2763:					16,982.41	.00	
383	ANTLER MOTEL, INC.	103122	ROOM for CANDIDATE	10/31/2022	288.00	.00	
383	ANTLER MOTEL, INC.	110922	HOUSING	11/09/2022	10,800.00	.00	
Total 383:					11,088.00	.00	
6575	APEX SAGE INC	100622	WWTP	10/06/2022	2,278.06	2,278.06	11/08/2022
6575	APEX SAGE INC	101022	BUNKHOUSE	10/10/2022	23,212.87	23,212.87	11/08/2022
6575	APEX SAGE INC	101222B	BUNKHOUSE	10/12/2022	7,737.50	7,737.50	11/08/2022
Total 6575:					33,228.43	33,228.43	
4389	APPLE INC	AK16025859	IPADS	11/02/2022	12,198.00	.00	
Total 4389:					12,198.00	.00	
7027	ARISTORENAS, MARIA	110822	TASK FORCE	11/08/2022	450.00	.00	
Total 7027:					450.00	.00	
4088	AVAIL VALLEY CONTRUCTION-I	111022	Pay app #3 JACKSON FALL PAT	11/10/2022	29,593.19	.00	
Total 4088:					29,593.19	.00	
577	BADGER DAYLIGHTING CORP	2431334	HYDROVAC	10/27/2022	3,517.38	.00	
Total 577:					3,517.38	.00	
7028	BADILLO, MARCELA	110822	TASK FORCE	11/08/2022	450.00	.00	
Total 7028:					450.00	.00	
7033	BERGMAN, PIERRE	110822	TASK FORCE	11/08/2022	450.00	.00	
Total 7033:					450.00	.00	
3500	BISON LUMBER	2207-787233	SONOTUBE	07/25/2022	708.60	.00	
3500	BISON LUMBER	2207-787233	FINANCE CHARGE	07/25/2022	28.34	.00	
3500	BISON LUMBER	2210-794673	2X12 MATERIAL	10/19/2022	149.75	.00	
3500	BISON LUMBER	2210-794859	CONCRETE	10/20/2022	84.87	.00	
3500	BISON LUMBER	2210-795746	MOUSE TRAPS	10/31/2022	2.59	.00	
3500	BISON LUMBER	2211-796005	LAG SCEWS	11/02/2022	196.42	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3500:					1,170.57	.00	
1560	BLUE SPRUCE CLEANERS,INC	110122	DRY CLEANING PD	11/01/2022	172.02	.00	
Total 1560:					172.02	.00	
6727	BRIGGS, ERIC L	18296	FLAT SPADE	11/03/2022	109.90	.00	
Total 6727:					109.90	.00	
7060	BRINKMAN CONSULTING, INC	22-1178	COUNCIL RETREAT FACILITATI	10/31/2022	10,509.13	.00	
Total 7060:					10,509.13	.00	
6773	BUILD 22	111522	RTURN BOND B22-0860 610 EA	11/15/2022	2,000.00	2,000.00	11/15/2022
Total 6773:					2,000.00	2,000.00	
7077	BURKHOLDER, SHAWN	111622	NOVEMBER RENT	11/16/2022	1,925.00	1,925.00	11/16/2022
7077	BURKHOLDER, SHAWN	111622B	DECEMBER RENT	11/16/2022	1,850.00	.00	
Total 7077:					3,775.00	1,925.00	
5	CARQUEST AUTO PARTS INC.	6090-589364	SEAT COVERS	10/19/2022	265.63	.00	
5	CARQUEST AUTO PARTS INC.	6090-590408	SPARK PLUG	10/28/2022	86.72	.00	
5	CARQUEST AUTO PARTS INC.	6090-591072	ADACRCT	11/03/2022	23.42	.00	
5	CARQUEST AUTO PARTS INC.	6090-591073	ADACRCT	11/03/2022	16.14-	.00	
5	CARQUEST AUTO PARTS INC.	6090-591074	CIRCUIT	11/03/2022	21.84	.00	
5	CARQUEST AUTO PARTS INC.	6090-591585	AIR FILTER	11/08/2022	14.06	.00	
Total 5:					395.53	.00	
102	CASELLE INC.	120593	CONTRACT SUPPORT	11/01/2022	1,867.00	.00	
Total 102:					1,867.00	.00	
544	CENTURYLINK	307-111-5050-2	307-111-5050 246m	11/07/2022	2,188.02	.00	
Total 544:					2,188.02	.00	
6257	CERTIFIED LABORATORIES	7973942	GLOVES	10/14/2022	1,282.85	.00	
Total 6257:					1,282.85	.00	
6799	CHAMBERS, JESSICA	101222	REIMBURSE FOR CONFERENC	10/12/2022	1,260.00	.00	
6799	CHAMBERS, JESSICA	110922	TRAVEK REIMBURSE	11/09/2022	695.46	.00	
Total 6799:					1,955.46	.00	
514	CONRAD & BISCHOFF INC.	IN-135683-22	FUEL	10/28/2022	24,914.72	.00	
514	CONRAD & BISCHOFF INC.	IN-135684-22	FUEL	10/28/2022	18,254.94	.00	
Total 514:					43,169.66	.00	
1691	CORE & MAIN LP	R447322	P-CODER	10/26/2022	7,465.44	.00	
1691	CORE & MAIN LP	R742702	PROCODER	10/27/2022	12,152.82	.00	
1691	CORE & MAIN LP	R776054	SETTER	10/19/2022	3,691.41	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1691:					23,309.67	.00	
6243	DAY WIRELESS SYSTEMS	INV749463	TRIBEND	11/01/2022	1,720.00	.00	
Total 6243:					1,720.00	.00	
7030	DAY, JEAN	110822	TASK FORCE	11/08/2022	450.00	.00	
Total 7030:					450.00	.00	
4918	DEAN'S PEST CONTROL LLC	74460	TOWN HALL	10/08/2022	150.00	.00	
4918	DEAN'S PEST CONTROL LLC	75549	WWTP	10/13/2022	100.00	.00	
4918	DEAN'S PEST CONTROL LLC	75854	PUBLIC WORKS	10/20/2022	50.00	.00	
4918	DEAN'S PEST CONTROL LLC	75890	START BUS BARN'21139005366	10/11/2022	100.00	.00	
Total 4918:					400.00	.00	
65	DELCON INC	1280	WELL #5	11/02/2022	375.00	.00	
65	DELCON INC	1281	SERVICE CALL WELL #2	11/02/2022	375.00	.00	
Total 65:					750.00	.00	
7037	DICK ANDERSON CONSTRUCTI	102822	PAY APP #2 CORE FACILITIES	10/28/2022	533,271.19	.00	
Total 7037:					533,271.19	.00	
6883	DIVISION OF CHILD SUPPORT	110422	DCSE CASE #0005405448	11/04/2022	509.23	509.23	11/04/2022
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	110322	Crime Victim Surcharge	11/03/2022	450.00	.00	
Total 2175:					450.00	.00	
3408	E.R. OFFICE EXPRESS	19980	office supplies	08/18/2022	75.96	.00	
3408	E.R. OFFICE EXPRESS	20270	MISC OFFICE SUPPLIES	10/28/2022	373.77	.00	
3408	E.R. OFFICE EXPRESS	20271	WALL CALENDAR	10/28/2022	27.08	.00	
3408	E.R. OFFICE EXPRESS	20273	FOLDERS	10/28/2022	69.51	.00	
3408	E.R. OFFICE EXPRESS	20278	PAPER	11/03/2022	36.90	.00	
3408	E.R. OFFICE EXPRESS	20295	PAPER	11/08/2022	113.85	.00	
3408	E.R. OFFICE EXPRESS	20313	PENS	11/10/2022	13.80	.00	
Total 3408:					710.87	.00	
502	ELECTRICAL WHSLE SUPPLY C	S5426725.001	GRD	11/09/2022	5.60	.00	
Total 502:					5.60	.00	
6451	ELITE PARTS	4583	SEWER JETT HOSE ORANGE	10/28/2022	2,934.72	.00	
Total 6451:					2,934.72	.00	
1134	ENERGY LABORATORIES INC.	514614	INFLUENT EFFLUENT	11/02/2022	417.00	.00	
1134	ENERGY LABORATORIES INC.	516232	INFLUENT EFFLUENT	11/11/2022	169.00	.00	
Total 1134:					586.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6552	ETNA TRADE PARK LLC	110922	DECEMBER RENT	11/09/2022	4,062.00	.00	
Total 6552:					4,062.00	.00	
81	EVANS CONSTRUCTION INC	111122	PAY APP#2 CHIP SEAL	11/11/2022	11,062.66	.00	
Total 81:					11,062.66	.00	
4294	FIRE SERVICES OF IDAHO	12475257	FIRE ALARM INSPECTION	08/15/2022	250.00	.00	
4294	FIRE SERVICES OF IDAHO	12475930	ALARM MONITORING @ SHEL	08/18/2022	60.00	.00	
4294	FIRE SERVICES OF IDAHO	12483202	ALARM MONITORING @ SHEL	10/10/2022	90.00	.00	
Total 4294:					400.00	.00	
4709	FLEETPRIDE	100070728	CREDIT	06/09/2022	160.00-	.00	
4709	FLEETPRIDE	100495170	BRAKE PAD	06/28/2022	100.99	.00	
4709	FLEETPRIDE	100573757	CUMMINS ISB	06/30/2022	4,026.35	.00	
4709	FLEETPRIDE	103425598	JIC SWIVEL	10/31/2022	186.12	.00	
4709	FLEETPRIDE	103478338	QUICK CONNECT	11/02/2022	5,123.39	.00	
4709	FLEETPRIDE	103485879	FEMALE JIC	11/02/2022	35.46	.00	
4709	FLEETPRIDE	68966106	RATCHET STRAP	02/22/2021	30.00	.00	
4709	FLEETPRIDE	70911834	CREDIT	03/31/2021	404.81-	.00	
4709	FLEETPRIDE	70911906	CREDIT	03/31/2021	1,431.59-	.00	
4709	FLEETPRIDE	80845177	COUPLER	08/27/2021	115.36	.00	
4709	FLEETPRIDE	8461588	PURGE CORE	12/08/2021	80.00-	.00	
4709	FLEETPRIDE	85404891	FEMALE UNION	11/04/2021	25.16	.00	
4709	FLEETPRIDE	87463294	CORE	12/08/2021	40.00-	.00	
4709	FLEETPRIDE	88085873	ADAPTER	12/20/2021	18.36	.00	
4709	FLEETPRIDE	97794323	HYD HOSE	04/04/2022	227.75	.00	
Total 4709:					7,772.54	.00	
668	FREEDOM MAILING SERVICE I	44027	BUSINESS LICENSE	11/01/2022	1,106.82	.00	
668	FREEDOM MAILING SERVICE I	44054	UTILITY BILLING	11/03/2022	871.42	.00	
668	FREEDOM MAILING SERVICE I	44054	UTILITY BILLING	11/03/2022	871.41	.00	
Total 668:					2,849.65	.00	
7034	FRITTS, JASON	110822	TASK FORCE	11/08/2022	450.00	.00	
Total 7034:					450.00	.00	
6844	GE SOFTWARE	208671	FUEL SITE MODULE	10/31/2022	80.00	.00	
Total 6844:					80.00	.00	
4212	GILLIG LLC	0967175	MOTOR	10/17/2022	1,203.13	.00	
4212	GILLIG LLC	40971510	STUD WHEEL	10/28/2022	207.40	.00	
4212	GILLIG LLC	40971511	WHEEL	10/28/2022	82.96	.00	
Total 4212:					1,493.49	.00	
4988	HD FOWLER COMPANY	I6253308	COUPLING	10/25/2022	389.80	.00	
4988	HD FOWLER COMPANY	I6254647	CURB STOP	10/26/2022	697.68	.00	
Total 4988:					1,087.48	.00	
7031	HERNANDEZ, BRANDON	110822	TASK FORCE	11/08/2022	450.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7031:					450.00	.00	
96	HIGH COUNTRY LINEN	0339365	MATS @ SI-FERRIN	09/19/2022	19.58	.00	
96	HIGH COUNTRY LINEN	0339368	MATS @ HOME RANCH	09/19/2022	52.87	.00	
96	HIGH COUNTRY LINEN	S03352299	TP	08/26/2022	41.58	.00	
Total 96:					114.03	.00	
6747	HR 28 LLC	110922	DECEMBER RENT	11/09/2022	2,950.00	.00	
6747	HR 28 LLC	110922	DECEMBER	11/09/2022	50.00-	.00	
Total 6747:					2,900.00	.00	
4044	IDAHO FALLS PETERBILT	620375	FREON	09/07/2022	907.49	.00	
4044	IDAHO FALLS PETERBILT	625263	ORANGE NITRILE	10/31/2022	51.42	.00	
Total 4044:					958.91	.00	
106	INTERSTATE BATTERY	22255023	BATTERIES	11/01/2022	252.90	.00	
Total 106:					252.90	.00	
110	INTERWEST SUPPLY COMPANY	IN0100512	GRADER BLADE	10/20/2022	7,874.00	.00	
110	INTERWEST SUPPLY COMPANY	IN0100513	LOADER BLADE	10/20/2022	2,332.48	.00	
Total 110:					10,206.48	.00	
6954	IVY OUTDOOR SERVICES LLC	0000024	OCTOBER TRASH REMOVAL	11/10/2022	15,693.75	.00	
Total 6954:					15,693.75	.00	
858	JACKSON HOLE COMMUNITY H	103122	2ND QUARTER	10/31/2022	12,500.00	12,500.00	11/15/2022
Total 858:					12,500.00	12,500.00	
131	JACKSON HOLE NEWS & GUID	345796	AD#410553	10/19/2022	300.00-	.00	
131	JACKSON HOLE NEWS & GUID	346082	AD#410552	10/26/2022	573.80	.00	
131	JACKSON HOLE NEWS & GUID	346151	AD#411336	10/26/2022	63.00	.00	
131	JACKSON HOLE NEWS & GUID	346576	AD#411738	11/02/2022	273.60	.00	
131	JACKSON HOLE NEWS & GUID	346652	AD#411527	11/02/2022	90.00	.00	
131	JACKSON HOLE NEWS & GUID	346656	AD#410553	11/02/2022	573.80	.00	
131	JACKSON HOLE NEWS & GUID	346709	AD#411769	11/02/2022	31.50	.00	
131	JACKSON HOLE NEWS & GUID	346824	AD#411947	11/09/2022	547.20	.00	
Total 131:					1,852.90	.00	
114	JACKSON LUMBER INC	0000826492-0	LAG SCREWS	11/03/2022	640.95	.00	
114	JACKSON LUMBER INC	0000828322-0	SHOVEL	11/09/2022	70.58	.00	
Total 114:					711.53	.00	
139	JORGENSEN ASSOCIATES, PC	50040	19137 TOJ FLAT CREEK SEWER	10/25/2022	1,980.00	.00	
139	JORGENSEN ASSOCIATES, PC	50125	06013 CORE FACILITES	11/09/2022	34,680.25	.00	
Total 139:					36,660.25	.00	
7144	JOSE ALFREDO MORENO	110722	BAIL REFUND 22-08-0640	11/07/2022	1,500.00	1,500.00	11/08/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7144:					1,500.00	1,500.00	
7094	KL2 CONNECTS, LLC	110222	RECRUITING SERVICES	11/02/2022	9,688.00	.00	
Total 7094:					9,688.00	.00	
7029	KRUEGER, ERICA JADE	110822	TASK FORCE	11/08/2022	450.00	.00	
Total 7029:					450.00	.00	
6926	LEGACY PHILANTHROPY WOR	TOJ2022-5	1ST AND 2ND QUARTER	11/08/2022	7,500.00	.00	
Total 6926:					7,500.00	.00	
5691	LEPCO	50267	REPAIR WASH BAY	10/28/2022	1,361.00	.00	
5691	LEPCO	50288	PREVENTATIVE MAINTENANCE	11/03/2022	275.00	.00	
Total 5691:					1,636.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 10-	3150 S ADAMS CANYON DR, JA	10/31/2022	166.28	.00	
156	LOWER VALLEY ENERGY INC	92050-003 10-	SPRUCE DR PUMP HOUSE, JA	10/31/2022	285.12	.00	
156	LOWER VALLEY ENERGY INC	92050-008 10-	CEMETERY, JACKSON, WY 20	10/31/2022	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-010 10-	ELY SPRINGS RD WELL 6,7,8, J	10/31/2022	2,440.83	.00	
156	LOWER VALLEY ENERGY INC	92050-014 10-	135 E BROADWAY AVE HEAT TA	10/31/2022	18.05	.00	
156	LOWER VALLEY ENERGY INC	92050-017 10-	WASTE WATER TRTMT INTERM	10/31/2022	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-019 10-	RANGEVIEW DR LIFT PUMP CO	10/31/2022	68.02	.00	
156	LOWER VALLEY ENERGY INC	92050-021 10-	150 E PEARL AVE, JACKSON, W	10/31/2022	1,223.48	.00	
156	LOWER VALLEY ENERGY INC	92050-024 10-	1605 BERGER LN SEWER LIFT	10/31/2022	20.32	.00	
156	LOWER VALLEY ENERGY INC	92050-025 10-	450 W SNOW KING AVE NEW S	10/31/2022	398.90	.00	
156	LOWER VALLEY ENERGY INC	92050-026 10-	450 W SNOW KING AVE SHOP, J	10/31/2022	135.17	.00	
156	LOWER VALLEY ENERGY INC	92050-044 10-	SNOW KING ESTATES BOOSTE	10/31/2022	216.75	.00	
156	LOWER VALLEY ENERGY INC	92050-047 10-	WASTE WATER TRTMT UV BLD	10/31/2022	16.00	.00	
156	LOWER VALLEY ENERGY INC	92050-049 10-	WASTE WATER TRTMT PTB 545	10/31/2022	9,802.96	.00	
156	LOWER VALLEY ENERGY INC	92050-050 10-	2 MG TANK, JACKSON, WY 200	10/31/2022	18.62	.00	
156	LOWER VALLEY ENERGY INC	92050-051 10-	WELL #5 KARNS MEADOW DR,	10/31/2022	2,644.18	.00	
156	LOWER VALLEY ENERGY INC	92050-052 10-	675 E BROADWAY AVE WELL #1	10/31/2022	930.76	.00	
156	LOWER VALLEY ENERGY INC	92050-053 10-	WELLS #2 & #3, JACKSON, WY	10/31/2022	2,648.30	.00	
156	LOWER VALLEY ENERGY INC	92050-054 10-	CITY WELL ELK REF 1, JACKSO	10/31/2022	51.50	.00	
156	LOWER VALLEY ENERGY INC	92050-055 10-	CITY WELL ELK REF 2, JACKSO	10/31/2022	13.24	.00	
156	LOWER VALLEY ENERGY INC	92050-056 10-	CITY WELL ELK REF 3, JACKSO	10/31/2022	2,827.88	.00	
156	LOWER VALLEY ENERGY INC	92050-059 10-	440 W SNOW KING AVE POLICE	10/31/2022	51.82	.00	
156	LOWER VALLEY ENERGY INC	92050-060 10-	400 W SNOW KING AVE S GAR,	10/31/2022	202.02	.00	
156	LOWER VALLEY ENERGY INC	92050-061 10-	400 W SNOW KING AVE PUBLIC	10/31/2022	476.00	.00	
156	LOWER VALLEY ENERGY INC	92050-074 10-	CRABTREE LN THAW WELL #2,	10/31/2022	20.06	.00	
156	LOWER VALLEY ENERGY INC	92050-075 10-	HIGH SCHOOL RD THAW WELL	10/31/2022	8.99	.00	
156	LOWER VALLEY ENERGY INC	92050-078 10-	145 W HANSEN AVE FRONT, JA	10/31/2022	76.84	.00	
156	LOWER VALLEY ENERGY INC	92050-079 10-	145 W HANSEN AVE BACK, JAC	10/31/2022	109.42	.00	
156	LOWER VALLEY ENERGY INC	92050-082 10-	400 W SNOW KING AVE E STOR	10/31/2022	90.61	.00	
156	LOWER VALLEY ENERGY INC	92050-090 10-	955 MAPLE WAY, JACKSON, WY	10/31/2022	69.59	.00	
156	LOWER VALLEY ENERGY INC	92050-092 10-	3150 S ADAMS CANYON DR ANI	10/31/2022	228.08	.00	
156	LOWER VALLEY ENERGY INC	92050-102 10-	145 W HANSEN AVE FRONT, JA	10/31/2022	51.82	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	10/31/2022	2,840.80	.00	
156	LOWER VALLEY ENERGY INC	92050-106 10-	940 SIMON LN, JACKSON, WY	10/31/2022	82.98	.00	
156	LOWER VALLEY ENERGY INC	92050-114 10-3	210 N CACHE ST HOME RANCH	10/31/2022	259.27	.00	
156	LOWER VALLEY ENERGY INC	92050-126 10-	SPRING WATER LN LIFT STATIO	10/31/2022	32.75	.00	
156	LOWER VALLEY ENERGY INC	92050-127 10-	3337 S CODY CREEK DR LIFT S	10/31/2022	164.63	.00	
156	LOWER VALLEY ENERGY INC	92050-131 10-	195 E DELONEY AVE RESTROO	10/31/2022	184.29	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-132 10-	160 S MILLWARD ST PARKING	10/31/2022	1,055.90	.00	
156	LOWER VALLEY ENERGY INC	92050-134 10-	160 S MILLWARD ST PARKING	10/31/2022	6.34	.00	
156	LOWER VALLEY ENERGY INC	92050-334 10-	JOSEPHINE LOOP LOT 15 LIFT	10/31/2022	103.63	.00	
156	LOWER VALLEY ENERGY INC	92050-341 10-	210 N CACHE ST HOME RANCH	10/31/2022	38.11	.00	
156	LOWER VALLEY ENERGY INC	92050-345 10-	930 SIMON LN, JACKSON, WY	10/31/2022	111.96	.00	
156	LOWER VALLEY ENERGY INC	92050-356 10-	55 KARNs MEADOW DR START	10/31/2022	619.66	.00	
156	LOWER VALLEY ENERGY INC	92050-357 10-	55 KARNs MEADOW DR START	10/31/2022	4,771.11	.00	
156	LOWER VALLEY ENERGY INC	92050-359 10-	MILLER PARK PARKING LOT CH	10/31/2022	106.47	.00	
156	LOWER VALLEY ENERGY INC	92050-361 10-	625 W BROADWAY AVE NEW P	10/31/2022	22.19	.00	
156	LOWER VALLEY ENERGY INC	92050-363 10-	455 VINE ST UTIL, JACKSON, W	10/31/2022	46.23	.00	
156	LOWER VALLEY ENERGY INC	92050-364 10-	65 VIRGINIAN LN #5, JACKSON,	10/31/2022	41.27	.00	
156	LOWER VALLEY ENERGY INC	92050-365 10-	65 VIRGINIAN LN #7, JACKSON,	10/31/2022	61.84	.00	
156	LOWER VALLEY ENERGY INC	92050-367 10-	455 VINE ST APT #3, JACKSON,	10/31/2022	36.51	.00	
156	LOWER VALLEY ENERGY INC	92050-368 10-	455 VINE ST APT #4, JACKSON,	10/31/2022	41.77	.00	
156	LOWER VALLEY ENERGY INC	92050-370 10-	2022 WILDFLOWER CT, JACKS	10/31/2022	64.22	.00	
156	LOWER VALLEY ENERGY INC	92050-371 10-	2022 WILDFLOWER CT, JACKS	10/31/2022	41.51	.00	
156	LOWER VALLEY ENERGY INC	92050-374 10-	455 VINE ST APT #1, JACKSON,	10/31/2022	62.21	.00	
156	LOWER VALLEY ENERGY INC	92050-375 10-	155 E PEARL AVE, JACKSON, W	10/31/2022	24.78	.00	
156	LOWER VALLEY ENERGY INC	92050-376 10-	149 E PEARL AVE, JACKSON, W	10/31/2022	127.41	.00	
156	LOWER VALLEY ENERGY INC	92050-378 10-	145 E PEARL AVE #A EAST, JAC	10/31/2022	35.11	.00	
156	LOWER VALLEY ENERGY INC	92050-381 10-	915 SIMON LN, JACKSON, WY	10/31/2022	40.03	.00	
156	LOWER VALLEY ENERGY INC	92050-383 10-	SNOW KING DR WATER TANK C	10/31/2022	17.79	.00	
156	LOWER VALLEY ENERGY INC	92050-385 10-	85 N SPRING GULCH RD SPRIN	10/31/2022	143.56	.00	
156	LOWER VALLEY ENERGY INC	92050-388 10-	121 SHERWOOD CT BLDG 2 BU	10/31/2022	26.93	.00	
156	LOWER VALLEY ENERGY INC	92050-389 10-	1640 MARTIN LN LIFT STATION,	10/31/2022	22.32	.00	
156	LOWER VALLEY ENERGY INC	92050-390 10-	400 W SNOW KING AVE HOUSI	10/31/2022	184.23	.00	
156	LOWER VALLEY ENERGY INC	92050-391 10-	400 W SNOW KING AVE PARK M	10/31/2022	533.16	.00	
156	LOWER VALLEY ENERGY INC	92050-392 10-	400 W SNOW KING AVE ADMIN,	10/31/2022	339.42	.00	
156	LOWER VALLEY ENERGY INC	92050-393 10-	400 W SNOW KING AVE EMPLO	10/31/2022	481.62	.00	
156	LOWER VALLEY ENERGY INC	92050-395 10-	145 E PEARL AVE #C LOFT, JAC	10/31/2022	57.42	.00	
156	LOWER VALLEY ENERGY INC	92050-396 10-	145 E PEARL AVE HSE/CMN, JA	10/31/2022	107.97	.00	
156	LOWER VALLEY ENERGY INC	92050-397 10-	145 E PEARL AVE #B WEST, JA	10/31/2022	56.96	.00	
156	LOWER VALLEY ENERGY INC	92050-398 10-	155 E PEARL AVE, JACKSON, W	10/31/2022	20.07	.00	
156	LOWER VALLEY ENERGY INC	92050-399 10-	155 E PEARL AVE, JACKSON, W	10/31/2022	55.82	.00	
156	LOWER VALLEY ENERGY INC	92050-401 10-	455 VINE ST APT #2, JACKSON,	10/31/2022	61.88	.00	
156	LOWER VALLEY ENERGY INC	92050-402 10-	6725 W HWY 22 APT 1, WILSON,	10/31/2022	73.71	.00	
156	LOWER VALLEY ENERGY INC	92050-405 10-	3585 S CANADIAN DR, JACKSO	10/31/2022	38.47	.00	
156	LOWER VALLEY ENERGY INC	92050-406 10-	3585 S CANADIAN DR, JACKSO	10/31/2022	6.63	.00	
156	LOWER VALLEY ENERGY INC	92050-407 10-	130 E KELLY AVE #23, JACKSO	10/31/2022	21.24	.00	
156	LOWER VALLEY ENERGY INC	92050-408 10-	445 VINE ST UNIT #201, JACKS	10/31/2022	30.87	.00	
156	LOWER VALLEY ENERGY INC	92050-409 10-	6905 W HWY 22 RENTAL, WILS	10/31/2022	58.13	.00	
156	LOWER VALLEY ENERGY INC	92050-410 10-	910 SMITH LN, JACKSON, WY	10/31/2022	112.02	.00	
156	LOWER VALLEY ENERGY INC	92050-413 10-	76 E CIRCLE DR, THAYNE, WY	10/31/2022	44.47	.00	
Total 156:					38,861.52	.00	
677	MACY'S SERVICES	36804	SERVICE CALL DELONEY REST	10/21/2022	200.00	.00	
Total 677:					200.00	.00	
7146	MAGNELL, AUGUST	110322	BAIL REFUND 22-10-0161	11/03/2022	750.00	.00	
Total 7146:					750.00	.00	
7112	MARKMAN, JASON	110922	DECEMBER RENT	11/09/2022	1,900.00	.00	
7112	MARKMAN, JASON	7112	JANUARY RENT	11/09/2022	1,900.00	.00	
7112	MARKMAN, JASON	7112	duplicate	11/09/2022	1,900.00-	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7112:					1,900.00	.00	
6881	MATEOSKY CONSTRUCTION	111522	B22-0862 115 WEST SNOW KIN	11/15/2022	2,000.00	2,000.00	11/15/2022
6881	MATEOSKY CONSTRUCTION	111522	B22-0648 660 CACHE CREEK	11/15/2022	5,000.00	5,000.00	11/15/2022
6881	MATEOSKY CONSTRUCTION	111522	B22-0687 460 E KELLY	11/15/2022	6,000.00	6,000.00	11/15/2022
Total 6881:					13,000.00	13,000.00	
2727	MCLAURIN, BOB	110822	CONSULTING SERVICES	11/08/2022	1,837.50	.00	
Total 2727:					1,837.50	.00	
3841	MIKE'S OILFIELD SERVICES IN	35136	sEWER PLANT AND SPRING GU	10/13/2022	4,922.50	.00	
Total 3841:					4,922.50	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0145	DECEMBER RENT	11/01/2022	35,000.00	.00	
Total 6770:					35,000.00	.00	
1235	MOTOROLA SOLUTIONS, INC	8281495512	RADIOS	10/25/2022	11,820.16	.00	
Total 1235:					11,820.16	.00	
7046	MOVIEWORKS, LLC	00105	SPET ADVERTS	11/01/2022	892.50	.00	
Total 7046:					892.50	.00	
257	NAPA AUTO PARTS INC.	100224	MASS AIR FLOW	10/21/2022	184.49	.00	
257	NAPA AUTO PARTS INC.	101191	FILTERS	10/26/2022	156.62	.00	
257	NAPA AUTO PARTS INC.	101568	BLOCK SEAL	10/27/2022	45.96	.00	
257	NAPA AUTO PARTS INC.	101609	D EARTH	10/27/2022	24.98	.00	
257	NAPA AUTO PARTS INC.	102022	FILTERS	10/29/2022	39.99	.00	
257	NAPA AUTO PARTS INC.	102134	PURGE VALVE	10/31/2022	40.49	.00	
257	NAPA AUTO PARTS INC.	102174	CABLE TERMINAL	10/31/2022	12.06	.00	
257	NAPA AUTO PARTS INC.	102437	FILTERS	11/01/2022	28.87	.00	
257	NAPA AUTO PARTS INC.	102597	BRAKES	11/01/2022	232.04	.00	
257	NAPA AUTO PARTS INC.	102722	GLOVES	11/02/2022	43.98	.00	
257	NAPA AUTO PARTS INC.	102838	AIR FILTER	11/02/2022	6.66	.00	
257	NAPA AUTO PARTS INC.	102852	ODOR OUT	11/02/2022	10.29	.00	
257	NAPA AUTO PARTS INC.	102884	BOXES MINATURES	11/02/2022	16.20	.00	
257	NAPA AUTO PARTS INC.	103166	DRAIN PLUG	11/04/2022	8.06	.00	
257	NAPA AUTO PARTS INC.	103304	ADAPTERS	11/04/2022	4.32	.00	
257	NAPA AUTO PARTS INC.	103323	HOSE ADAPTERS	11/04/2022	7.65	.00	
257	NAPA AUTO PARTS INC.	104699	IND JACK	11/11/2022	112.29	.00	
Total 257:					974.95	.00	
187	NELSON ENGINEERING	60006	21-060-01 THAW WELL #4	10/31/2022	7,276.55	.00	
187	NELSON ENGINEERING	60145	22-255 TOJ WELL	10/31/2022	610.50	.00	
Total 187:					7,887.05	.00	
7035	NOLAD, STACY	110822	TASK FORCE	11/08/2022	450.00	.00	
Total 7035:					450.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1504	ONE CALL OF WYOMING	65191	OCTOBER TICKETS	11/04/2022	161.62	.00	
1504	ONE CALL OF WYOMING	65191	OCTOBER TICKETS	11/04/2022	161.63	.00	
Total 1504:					323.25	.00	
5047	OPEN CREATIVE	6714	SPET BROCHURE	10/26/2022	1,592.92	.00	
Total 5047:					1,592.92	.00	
3222	OTIS ELEVATOR COMPANY	F10000025450	ELEVATOR MAINTENANCE TO	10/21/2022	125.00	.00	
3222	OTIS ELEVATOR COMPANY	F10000025466	SNOW KING ELEVATOR	10/21/2022	225.00	.00	
Total 3222:					350.00	.00	
5956	Peak Facilitation Group	1773	TOWN COUNCIL RETREAT	11/10/2022	7,368.65	.00	
Total 5956:					7,368.65	.00	
6483	PREMIER TRUCK- SALT LAKE C	775440808	KIT EXH	10/28/2022	865.55	.00	
Total 6483:					865.55	.00	
4723	RON'S TOWING	22-23916	TOW	11/01/2022	1,050.00	.00	
Total 4723:					1,050.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1325011	SPRINKLER WINTERIZATION	10/31/2022	258.30	.00	
5812	RUI INC. DBA VILLAGE GARDN	1325012	SPRINKLER WINTERIZATION	10/31/2022	90.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1325012	SPRINKLER WINTERIZATION	10/31/2022	90.00	.00	
5812	RUI INC. DBA VILLAGE GARDN	1325013	SPRINKLER WINTERIZATION	10/31/2022	277.70	.00	
5812	RUI INC. DBA VILLAGE GARDN	1325057	SPRINKLER WINTERIZATION	10/31/2022	77.38	.00	
5812	RUI INC. DBA VILLAGE GARDN	1325132	SPRINKLER WINTERIZATION	10/31/2022	105.00	.00	
Total 5812:					898.38	.00	
13	SAFETY SUPPLY & SIGN CO., I	182439	ROAD SIGNAGE	10/14/2022	1,543.40	.00	
13	SAFETY SUPPLY & SIGN CO., I	182441	BANDINGS	10/14/2022	891.83	.00	
Total 13:					2,435.23	.00	
7032	SANCHEZ-MACHUCA, ROSA	110822	TASK FORCE	11/08/2022	450.00	.00	
Total 7032:					450.00	.00	
201	SENIOR CENTER OF JACKSON	110722	2ND QUARTER PAYMENT	11/07/2022	33,495.25	.00	
Total 201:					33,495.25	.00	
7145	SHAINED, MIKE	110322	REFUND UTILITY PAYMENT	11/03/2022	11.90	.00	
Total 7145:					11.90	.00	
5216	Shaw Construction of Wyoming, L	11152022	RETURN BOND 174 NORTH KIN	11/15/2022	30,000.00	30,000.00	11/15/2022
Total 5216:					30,000.00	30,000.00	
6930	SIONICS WEAPON SYSTEMS	102722	11.5 PATROL RIFLES	10/27/2022	21,199.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6930:					21,199.00	.00	
236	SMITH POWER PRODUCTS,INC	3187437	SOLENOID	10/07/2022	353.85	.00	
236	SMITH POWER PRODUCTS,INC	3188182	SENSOR	10/17/2022	546.73	.00	
236	SMITH POWER PRODUCTS,INC	531530	SERVICE	10/18/2022	875.77	.00	
236	SMITH POWER PRODUCTS,INC	531547	CREDIT	10/18/2022	501.40-	.00	
Total 236:					1,274.95	.00	
4699	SNAKE RIVER ROASTING	616716	COFFEE	11/08/2022	217.80	.00	
4699	SNAKE RIVER ROASTING	616726	COFFEE	11/08/2022	113.90	.00	
Total 4699:					331.70	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334600034	ANIMAL CARE	10/25/2022	703.92	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334600805	RABIES	11/03/2022	20.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334600806	ANIMAL MEDS	11/03/2022	20.32	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334600807	RABIES	11/03/2022	20.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334600926	ANIMAL CARE	11/07/2022	167.07	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334601160	ANIMAL CARE	11/10/2022	367.84-	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334601169	ANIMAL CARE	11/10/2022	85.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334601170	ANIMAL CARE	11/10/2022	111.61	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334601171	ANIMAL CARE	11/10/2022	102.70	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334601336	ANIMAL CARE	11/14/2022	20.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334601338	ANIMAL CARE	11/14/2022	120.00	.00	
Total 1505:					1,002.78	.00	
6838	SPSC POA - South Park Services	110122	WATER AND LOT FEE	11/01/2022	301.38	.00	
Total 6838:					301.38	.00	
241	ST JOHN'S HOSPITAL	50000682	DRAW AND COLLECTION FEE	10/10/2022	195.00	.00	
Total 241:					195.00	.00	
7088	STONE, KIRK	110922	DECEMBER RENT	11/09/2022	2,800.00	.00	
Total 7088:					2,800.00	.00	
7076	SUSTAINABLE STRATEGIES DC	3046	CONSULTING	07/01/2022	7,500.00	.00	
7076	SUSTAINABLE STRATEGIES DC	3187	CONSULTING	11/01/2022	7,500.00	.00	
Total 7076:					15,000.00	.00	
4990	Swagit Productions, LLC	SW-001031SI	MANAGED SERVICES	10/31/2022	1,775.00	.00	
Total 4990:					1,775.00	.00	
4933	SYMBOLARTS, LLC	0445788	SHOULDER PATCHES	11/03/2022	133.00	.00	
4933	SYMBOLARTS, LLC	0445788	SHOULDER PATCHES	11/03/2022	725.00	.00	
4933	SYMBOLARTS, LLC	348211	PATCHES	10/13/2022	578.75	.00	
Total 4933:					1,436.75	.00	
4514	TEAM LABORATORY CHEMICAL	INV0033186	ROAD PATCH	10/27/2022	1,170.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4514:					1,170.50	.00	
1443	TETON COUNTY CLERK	111422FE	MONTHLY CONTRIBUTION FIRE	11/14/2022	113,078.50	.00	
1443	TETON COUNTY CLERK	111422H	MONTHLY CONTRIBUTION HOU	11/14/2022	32,102.25	.00	
1443	TETON COUNTY CLERK	111422PR	MONTHLY CONTRIBUTION PAR	11/14/2022	119,601.58	.00	
Total 1443:					264,782.33	.00	
6554	TETON COUNTY HISTORIC	110822	1ST QUARTER	11/08/2022	13,425.00	.00	
Total 6554:					13,425.00	.00	
581	TETON COUNTY INTEGRATED	111522	3RD QUARTER BAG FEES	11/15/2022	49,764.19	.00	
581	TETON COUNTY INTEGRATED	590763	DUMP FEES	10/21/2022	126.00	.00	
581	TETON COUNTY INTEGRATED	591961	DUMP FEES	10/28/2022	55.00	.00	
581	TETON COUNTY INTEGRATED	592849	TRASH	11/01/2022	70.00	.00	
581	TETON COUNTY INTEGRATED	594098	DUMP FEES	11/08/2022	77.00	.00	
581	TETON COUNTY INTEGRATED	594116	DUMP FEES	11/08/2022	28.00	.00	
Total 581:					50,120.19	.00	
55	TETON COUNTY SHERIFF'S-JAI	632	OCTOBER INMATES	11/03/2022	1,224.00	.00	
Total 55:					1,224.00	.00	
996	TETON COUNTY SPECIAL FIRE	103122F	OCTOBER 2022	10/31/2022	35,920.69	.00	
996	TETON COUNTY SPECIAL FIRE	103122FC	CAPITAL OCTOBER	10/31/2022	15,423.34	.00	
Total 996:					51,344.03	.00	
3922	TETON COUNTY SYSTEMS OF	110222	MEMBERSHIP DUES VICTIM SE	11/02/2022	100.00	.00	
Total 3922:					100.00	.00	
1614	TETON COUNTY-FUND 10	103122D	DISPATCH OCTOBER 2022	10/31/2022	43,714.19	.00	
1614	TETON COUNTY-FUND 10	103122EM	OCTOBER 22 EMERGENCY MA	10/31/2022	12,559.84	.00	
1614	TETON COUNTY-FUND 10	103122P	OCTOBER 2022	10/31/2022	11,286.67	.00	
1614	TETON COUNTY-FUND 10	103122PATH	OCTOBER 2022 PATHWAYS	10/31/2022	7,159.23	.00	
Total 1614:					74,719.93	.00	
3027	TETON COUNTY-FUND 13	103122C	OCTOBER 2022 CAPITAL	10/31/2022	1,979.21	.00	
Total 3027:					1,979.21	.00	
166	TETON COUNTY-FUND 19	092622C	SEPTEMBER CAPITAL	09/26/2022	22,947.56	.00	
Total 166:					22,947.56	.00	
268	TETON MOTORS INC	5104216	RESERVOIR	10/27/2022	205.66	.00	
Total 268:					205.66	.00	
6941	THE CONNOR E FIELD TRUST	110922	DECEMBER LEASE PAYMENT	11/09/2022	2,575.00	.00	
Total 6941:					2,575.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6810	THE TIRE RACK, INC.	HX55503	TIRES	10/26/2022	741.44	.00	
Total 6810:					741.44	.00	
6579	TITLE 22 CONSULTANTS	22-0043	P22-248	11/02/2022	356.49	.00	
Total 6579:					356.49	.00	
3881	VALLEY OFFICE SYSTEMS	AR1114008	COLOR COPIER	10/28/2022	112.04	.00	
Total 3881:					112.04	.00	
3420	VISA	Admin 1 2963	mountain states	09/23/2022	245.00	.00	
3420	VISA	Admin 1 2963	united	09/23/2022	565.20	.00	
3420	VISA	Admin 1 2963	albertson	09/23/2022	52.51	.00	
3420	VISA	Admin 1 2963	indeed	09/23/2022	123.36	.00	
3420	VISA	Admin 1 2963	amazon	09/23/2022	88.49	.00	
3420	VISA	Admin 1 2963	discount mugs	09/23/2022	1,100.23	.00	
3420	VISA	Admin 1 2963	dollar tree	09/23/2022	64.93	.00	
3420	VISA	Admin 1 2963	credit rad bikes	09/23/2022	119.00-	.00	
3420	VISA	Admin 1 2963	coolworks	09/23/2022	477.00	.00	
3420	VISA	Admin 1 2963	indeed	09/23/2022	502.67	.00	
3420	VISA	Admin 1 2963	pinky g's	09/23/2022	184.08	.00	
3420	VISA	Admin 1 2963	eb mountain towns	09/23/2022	400.00	.00	
3420	VISA	Admin 1 2963	marriott	09/23/2022	479.36	.00	
3420	VISA	Admin 1 2963	target	09/23/2022	19.39	.00	
3420	VISA	Admin 1 2963	indeed	09/23/2022	504.75	.00	
3420	VISA	Admin 1 2963	indeed	09/23/2022	523.39	.00	
3420	VISA	Admin 1 2963	johnson and roberts	09/23/2022	17.50	.00	
3420	VISA	Admin 1 2963	credit	09/23/2022	279.00-	.00	
3420	VISA	Admin 1 2963	casper college	09/23/2022	315.00	.00	
3420	VISA	Admin 1 2963	apwa workzone	09/23/2022	475.00	.00	
3420	VISA	Admin 1 2963	albertson	09/23/2022	164.97	.00	
3420	VISA	Admin 1 2963	the lodge at jackson hole	09/23/2022	600.00	.00	
3420	VISA	Admin 1 2963	amazon	09/23/2022	39.28	.00	
3420	VISA	Admin 1 2963	breck reservations	09/23/2022	662.64	.00	
3420	VISA	Admin 1 2963	high country outfitters	09/23/2022	31.75	.00	
3420	VISA	Admin 1 2963	apta	09/23/2022	300.00	.00	
3420	VISA	Admin 1 2963	hertz	09/23/2022	279.00	.00	
3420	VISA	Admin 1 2963	credit	09/23/2022	198.23-	.00	
3420	VISA	Admin 1 6864	travel expenses	09/23/2022	534.37	.00	
3420	VISA	Admin 1 6864	geopass	09/23/2022	125.00	.00	
3420	VISA	Animal 2344 09	revival pet health	09/23/2022	164.47	.00	
3420	VISA	Animal 2344 09	animal shelter supplies	09/23/2022	589.98	.00	
3420	VISA	Animal 2344 09	zazzle	09/23/2022	229.28	.00	
3420	VISA	Chief 1115 09/2	smiths	09/23/2022	196.33	.00	
3420	VISA	Chief 1115 09/2	whole foods	09/23/2022	57.57	.00	
3420	VISA	Chief 1115 09/2	travel expenses	09/23/2022	848.95	.00	
3420	VISA	Chief 1115 09/2	albertsons	09/23/2022	78.39	.00	
3420	VISA	Finance 2179 0	travel expense council	09/23/2022	412.19	.00	
3420	VISA	IT 6908 09/23/2	amazon	09/23/2022	37.98	.00	
3420	VISA	IT 6908 09/23/2	amazon	09/23/2022	332.89	.00	
3420	VISA	IT 6908 09/23/2	portland labs	09/23/2022	90.00	.00	
3420	VISA	IT 6908 09/23/2	amazon	09/23/2022	599.85	.00	
3420	VISA	IT 6908 09/23/2	amazon	09/23/2022	115.93	.00	
3420	VISA	IT 6908 09/23/2	spectrum	09/23/2022	99.99	.00	
3420	VISA	IT 6908 09/23/2	amazon	09/23/2022	17.98	.00	
3420	VISA	IT 6908 09/23/2	travel guard	09/23/2022	44.23	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		IT 6908 09/23/2	iphone payment	09/23/2022	139.00	.00	
3420 VISA		IT 6908 09/23/2	amazon	09/23/2022	78.99	.00	
3420 VISA		IT 6908 09/23/2	apple	09/23/2022	83.94	.00	
3420 VISA		IT 6908 09/23/2	amazon	09/23/2022	238.97	.00	
3420 VISA		IT 6908 09/23/2	dish network	09/23/2022	98.23	.00	
3420 VISA		IT 6908 09/23/2	amazon	09/23/2022	43.13	.00	
3420 VISA		IT 6908 09/23/2	axon	09/23/2022	112.68	.00	
3420 VISA		IT 6908 09/23/2	amazon	09/23/2022	992.70	.00	
3420 VISA		IT 6908 09/23/2	dish network	09/23/2022	134.71	.00	
3420 VISA		IT 6908 09/23/2	united airlines	09/23/2022	680.40	.00	
3420 VISA		IT 6908 09/23/2	apple	09/23/2022	91.94	.00	
3420 VISA		IT 6908 09/23/2	amazon	09/23/2022	99.95	.00	
3420 VISA		IT 6908 09/23/2	bellroy operations	09/23/2022	83.18	.00	
3420 VISA		IT 6908 09/23/2	merry piglets	09/23/2022	90.26	.00	
3420 VISA		IT 6908 09/23/2	ebay	09/23/2022	1,093.88	.00	
3420 VISA		IT 6908 09/23/2	49er inn	09/23/2022	478.00	.00	
3420 VISA		IT 6908 09/23/2	amazon	09/23/2022	61.95-	.00	
3420 VISA		LT 2 1123 09/2	galls	09/23/2022	62.52	.00	
3420 VISA		LT 2 1123 09/2	bubba's	09/23/2022	152.50	.00	
3420 VISA		PD 3 0355 09/2	amazon	09/23/2022	7.41	.00	
3420 VISA		PD 3 0355 09/2	amazon	09/23/2022	39.07	.00	
3420 VISA		PD 3 0355 09/2	ups	09/23/2022	37.68	.00	
3420 VISA		PD 3 0355 09/2	setcom	09/23/2022	565.33	.00	
3420 VISA		PD 3 0355 09/2	travel expenses	09/23/2022	709.31	.00	
3420 VISA		PD 3 0355 09/2	amazon	09/23/2022	105.76	.00	
3420 VISA		Planning 1 609	mailchimp	09/23/2022	59.00	.00	
3420 VISA		Planning 1 609	casper star tribune	09/23/2022	9.99	.00	
3420 VISA		Planning 1 609	fort frame	09/23/2022	199.40	.00	
3420 VISA		Planning 1 609	breck reservations	09/23/2022	564.66	.00	
3420 VISA		Planning 2 610	united	09/23/2022	441.12	.00	
3420 VISA		Planning 2 610	viceroy	09/23/2022	771.84	.00	
3420 VISA		Planning 2 610	wpy	09/23/2022	900.00	.00	
3420 VISA		PW 1 8144 09/	wef main	09/23/2022	175.00	.00	
3420 VISA		PW 1 8144 09/	pearl street bagels	09/23/2022	35.86	.00	
3420 VISA		PW 1 8144 09/	usps	09/23/2022	10.09	.00	
3420 VISA		PW 1 8144 09/	eguage	09/23/2022	347.95	.00	
3420 VISA		PW 1 8144 09/	kum n go	09/23/2022	40.92	.00	
3420 VISA		PW 1 8144 09/	mountain towns	09/23/2022	400.00	.00	
3420 VISA		PW 1 8144 09/	ups store	09/23/2022	130.83	.00	
3420 VISA		PW 1 8144 09/	best western	09/23/2022	109.00	.00	
3420 VISA		PW 1 8144 09/	paypal	09/23/2022	219.00	.00	
3420 VISA		PW 1 8144 09/	breck reservations	09/23/2022	648.09	.00	
3420 VISA		PW 1 8144 09/	owpsacstate	09/23/2022	169.00	.00	
3420 VISA		Sergeant 1064	united	09/23/2022	1,888.56	.00	
3420 VISA		Sergeant 1064	amazon	09/23/2022	95.39	.00	
3420 VISA		Sergeant 1064	amazon	09/23/2022	534.24	.00	
3420 VISA		Sergeant 1064	travel expenses	09/23/2022	1,199.92	.00	
3420 VISA		Sergeant 1064	blue to gold	09/23/2022	395.00	.00	
3420 VISA		Sergeant 1064	vista print	09/23/2022	33.70	.00	
3420 VISA		START 2 1214	ebay	09/23/2022	55.11	.00	
3420 VISA		START 2 1214	usps	09/23/2022	12.00	.00	
3420 VISA		START 2 1214	creekside	09/23/2022	235.88	.00	
3420 VISA		START 2 1214	staples	09/23/2022	142.50	.00	
3420 VISA		START 2 1214	usps	09/23/2022	12.00	.00	
3420 VISA		START 2 1214	persephone	09/23/2022	151.13	.00	
3420 VISA		START 2 1214	amazon	09/23/2022	16.02	.00	
3420 VISA		START 2 1214	albertsons	09/23/2022	14.18	.00	
3420 VISA		START 2 1214	target	09/23/2022	8.43	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	START 2 1214	target	09/23/2022	323.79	.00	
3420	VISA	START 2 1214	albertsons	09/23/2022	41.81	.00	
3420	VISA	START 2 1214	amazon	09/23/2022	21.15	.00	
3420	VISA	VS 9126 09/23/	staples	09/23/2022	366.34	.00	
3420	VISA	VS 9126 09/23/	ace hardware	09/23/2022	5.50	.00	
3420	VISA	VS 9126 09/23/	coca cola	09/23/2022	37.50	.00	
3420	VISA	VS 9126 09/23/	coca cola	09/23/2022	10.60	.00	
Total 3420:					29,184.74	.00	
244	WATTS STEAM STORE ROCKY	79713	ANNUAL SERVICE	08/19/2022	670.00	.00	
244	WATTS STEAM STORE ROCKY	FC5312	FINANCE CHARGE	11/01/2022	16.96	.00	
Total 244:					686.96	.00	
6226	WEST COAST CODE CONSULT	UT22-579-008	PLAN REVIEW SERVICES	11/01/2022	1,010.00	.00	
Total 6226:					1,010.00	.00	
6160	WEST FORK CONSTRUCTION	1050013-001	COWBOY COFFEE SIDEWALK	11/09/2022	15,888.00	.00	
Total 6160:					15,888.00	.00	
563	WESTBANK SANITATION	4101417T022	WWTP trash	11/01/2022	939.62	.00	
563	WESTBANK SANITATION	4103605T022	940 Simon Lane	11/01/2022	124.27	.00	
563	WESTBANK SANITATION	4104571T022	3585 CANADIAN DR	11/01/2022	106.55	.00	
563	WESTBANK SANITATION	4104592T022	910 SMITH LANE	11/01/2022	211.62	.00	
Total 563:					1,382.06	.00	
1640	WESTERN STATE	IN002184892	SWITH	10/20/2022	570.05	.00	
1640	WESTERN STATE	IN002188419	MOTOR GO	10/24/2022	1,453.58	.00	
1640	WESTERN STATE	IN002189807	RESISTOR	10/25/2022	73.92	.00	
Total 1640:					2,097.55	.00	
472	WHITE GLOVE CLEANING, INC.	1139B	HOUSE CLEANING	10/31/2022	123.75	.00	
472	WHITE GLOVE CLEANING, INC.	8491	SNOW KING HOUSING	10/31/2022	350.00	.00	
472	WHITE GLOVE CLEANING, INC.	8492	CLEANING PW	10/31/2022	1,380.33	.00	
472	WHITE GLOVE CLEANING, INC.	8493	PARKING GARAGE	10/31/2022	204.00	.00	
472	WHITE GLOVE CLEANING, INC.	8495	BUNKHOUSE	10/31/2022	100.00	.00	
472	WHITE GLOVE CLEANING, INC.	8521	SUPPLIES	10/31/2022	596.50	.00	
472	WHITE GLOVE CLEANING, INC.	8522	SOAP AND TP	10/31/2022	114.50	.00	
472	WHITE GLOVE CLEANING, INC.	8523	SUPPLIES	10/31/2022	208.25	.00	
472	WHITE GLOVE CLEANING, INC.	8524	SUPPLIES	10/31/2022	208.25	.00	
472	WHITE GLOVE CLEANING, INC.	8525	SUPPLIES	10/31/2022	529.25	.00	
Total 472:					3,814.83	.00	
7081	WILMA D SORSBY TRUST	110922	DECEMBER RENT	11/09/2022	3,000.00	.00	
Total 7081:					3,000.00	.00	
6117	WILSON, JOHN	110922	DECEMBER RENT	11/09/2022	2,200.00	.00	
Total 6117:					2,200.00	.00	
6704	WSP USA ENVIRONMENT & INF	S67131300	STORMWATER MANAGEMENT	10/31/2022	11,371.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6704	WSP USA ENVIRONMENT & INF	S67131353	STORMWATER PHASE 2	11/11/2022	17,000.67	.00	
Total 6704:					28,372.17	.00	
3619	WY CHILD SUPPORT ENFORCE	110422	case #209790	11/04/2022	146.76	146.76	11/04/2022
Total 3619:					146.76	146.76	
5788	WYOMING GARAGE DOOR, LLC	2570	SERVICE CALL START	10/18/2022	375.00	.00	
Total 5788:					375.00	.00	
406	WYOMING LAW ENFORCEMEN	110322	EDUCATION FEE OCOTBER	11/03/2022	205.00	.00	
Total 406:					205.00	.00	
1764	WYOMING.COM INC	2110934	DOMAIN HOSTING	11/07/2022	5.00	.00	
Total 1764:					5.00	.00	
5539	Y2 CONSULTANTS, LLC	19539	20216 SRV-CNST	11/07/2022	2,633.00	.00	
Total 5539:					2,633.00	.00	
2842	YELLOW IRON EXCAVATION, LL	76147	6905 w 22 TRASH REMOVAL	10/31/2022	50.00	.00	
2842	YELLOW IRON EXCAVATION, LL	76419	915 SIMON LANE	10/31/2022	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	76560	TRASH REMOVAL VINE	10/31/2022	20.00	.00	
2842	YELLOW IRON EXCAVATION, LL	76560	TRASH REMOVAL VINE	10/31/2022	20.00	.00	
2842	YELLOW IRON EXCAVATION, LL	76560	TRASH REMOVAL VINE	10/31/2022	20.00	.00	
2842	YELLOW IRON EXCAVATION, LL	76560	TRASH REMOVAL VINE	10/31/2022	20.00	.00	
2842	YELLOW IRON EXCAVATION, LL	76723	155 E PEARL	10/31/2022	150.00	.00	
2842	YELLOW IRON EXCAVATION, LL	76725	SNOW KING TRASH	10/31/2022	720.00	.00	
Total 2842:					1,040.00	.00	
633	YELLOWSTONE-TETON CLEAN	111022	FEE WAIVER REFUND APPLICA	11/10/2022	1,803.00	.00	
Total 633:					1,803.00	.00	
Grand Totals:					1,897,056.36	285,532.43	

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

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY REPORT FOR THE MONTH OF OCTOBER, 2022**

During the month of October, the Court received \$29,907 in fines, costs, and fees and bonds.

462 new cases were docketed: 352 parking citations, 110 summons

54 cases were dismissed: 19 parking violations

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

CLOSED CASES (Summons only)

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186004244AC	Brake lamps required	BF	90
99802N	Breach of peace	BF	100
01793M	Camping/Car Camping on Public Property	BF	75
186004068AC	Camping/Car Camping on Public Property	BF	50
186004784AC	Camping/Car Camping on Public Property	BF	350
186004723AC	Camping/Car Camping on Public Property	BF	350
186004504AC	Careless Driving	BF	240
186004553AC	Compulsory Auto Insurance	BF	560
186004759AC	Driver & Passenger Req. to wear seat belt	BF	25
186004693AC	Driver & Passenger Req. to wear seat belt	BF	25
186004566AC	Expired temporary permit/improper registration	BF	140
186004335AC	Failure to display valid license plate, tabs, permits	BF	90
186004543AC	Failure to Obey Traffic Control Device	BF	90
186004481AC	Failure to Obey Traffic Control Device	BF	140
186004618AC	Failure to Obey Traffic Control Device	BF	140
186003812AC	Failure to Obey Traffic Control Device	BF	150
186004729AC	Fireworks: sale, use/discharge	BF	100
186004700AC	Following too Close	BF	100
186004614AC	Following too Close	BF	90
186004686AC	Following too Close	BF	90
186004541AC	Following too Close	BF	90
186003813AC	Improper Display of Tabs-registration	BF	100
186004511AC	Improper Passing	BF	90
186004591AC	Improper Passing	BF	90
186004592AC	Improper Passing	BF	90
186003290AC	Improper Use of Child Restraint	BF	65
186004572AC	Limitations on Backing	BF	90
186004570AC	MPH over limit Bond 30/20	BF	210
186004694AC	MPH over limit Bond 30/20	BF	150
186004663AC	MPH over limit Bond 31/20	BF	275
186004540AC	MPH over limit Bond 33/20	BF	181
186004132AC	MPH over limit Bond 35/25	BF	140
186004726AC	MPH over limit Bond 36/25	BF	167
186004520AC	MPH over limit Bond 37/25	BF	174
186004728AC	MPH over limit Bond 37/25	BF	174
186004732AC	MPH over limit Bond 37/25	BF	174
186004699AC	MPH over limit Bond 38/25	BF	181
186004097AC	MPH over limit Bond 38/25	BF	181
186004652AC	MPH over limit Bond 38/30	BF	126
186004549AC	MPH over limit Bond 39/25	BF	188
186004311AC	MPH over limit Bond 39/30	BF	143
186004713AC	MPH over limit Bond 40/30	BF	140
186004662AC	MPH over limit Bond 40/30	BF	140

186004795AC	MPH over limit Bond 42/30	BF	174
186004649AC	MPH over limit Bond 42/30	BF	174
186004167AC	MPH over limit Bond 42/30	BF	174
186004823AC	MPH over limit Bond 42/30	BF	174
186004632AC	MPH over limit Bond 43/30	BF	181
186003294AC	MPH over limit Bond 43/30	BF	181
186004609AC	MPH over limit Bond 44/30	BF	188
186004619AC	MPH over limit Bond 44/30	BF	188
186003814AC	MPH over limit Bond 44/30	BF	188
186004758AC	MPH over limit Bond 45/30	BF	195
186003291AC	MPH over limit Bond 47/30	BF	209
186004681AC	MPH over limit Bond 47/30	BF	209
186004273AC	MPH over limit Bond 47/30	BF	199
186004623AC	MPH over limit Bond 55/30	BF	295
186004755AC	Open Container	BF	150
186004734AC	Proceed with caution on flashing yellow signal	BF	90
186004568AC	Proceed with caution on flashing yellow signal	BF	90
186004684AC	Public intoxication	BF	30
186004463AC	Public intoxication	BF	135
186004763AC	Public intoxication	BF	135
186004021AC	Public intoxication	BF	135
186003841AC	Public intoxication	BF	135
186004381AC	Public intoxication	BF	135
186004362AC	Public intoxication	BF	135
186003917AC	Public intoxication	BF	80
186004616AC	Public intoxication	BF	135
186004727AC	Public intoxication	BF	135
186004761AC	Public Urination	BF	120
186004596AC	Speeding 34/20	BF	70
186004648AC	Speeding 34/25	BF	103
186004646AC	Speeding 51/30	BF	165
186004587AC	Stop Sign Violation	BF	70
186004589AC	Stop Sign Violation	BF	140
186004615AC	Stop Sign Violation	BF	150
186004621AC	Stop Sign Violation	BF	140
186004612AC	Stop Sign Violation	BF	140
186004588AC	Stop Sign Violation	BF	140
186004535AC	Stop Sign Violation	BF	140
186004687AC	Stop Sign Violation	BF	140
186004680AC	Stop Sign Violation	BF	140
186004491AC	Stop Sign Violation	BF	140
186003414AC	Unsafe Turning Movement	BF	90
186004731AC	Unsafe Turning Movement	BF	90
186002530AC	Unsafe Turning Movement	BF	90
186004482AC	Unsafe Turning Movement	BF	90
186004701AC	Use of cell phone while driving prohibited	BF	75
186004258AC	Use of cell phone while driving prohibited	BF	75
186004750AC	Use of cell phone while driving prohibited	BF	75
186004676AC	Use of cell phone while driving prohibited	BF	75
186004235AC	Use of cell phone while driving prohibited	BF	75
186004478AC	Use of cell phone while driving prohibited-2nd offense	BF	100
186004730AC	Use of cell phone while driving prohibited-2nd offense	BF	100
98309N	Driving/Control of vehicle while intox	DA-In Accordance with WS 7-13-301	760
186001014AC	Driving/Control of vehicle while intox	DA-In Accordance with WS 7-13-301	760
186004691AC	Camping/Car Camping on Public Property	D-Per Town's Motion	0

186004669AC	Camping/Car Camping on Public Property	D-Per Town's Motion	0
186004336AC	Camping/Car Camping on Public Property	D-Per Town's Motion	0
186003040AC	Consume & possess open container alcohol by oper of vehicle	D-Per Town's Motion	0
186004315AC	MPH over limit Bond 45/30	D-Per Town's Motion	0
186002730AC	No Driver's license	D-Per Town's Motion	0
186004749AC	No Solicitors License	D-Per Town's Motion	0
186004206AC	Operating Under Suspended or revoked license	D-Per Town's Motion	0
186004178AC	Starting Parked Vehicle	D-Per Town's Motion	0
186004234AC	Unlawful Contact or Touching	D-Per Town's Motion	0
186003914AC	Unsafe Turning Movement	D-Per Town's Motion	0
186004565AC	Unsafe Turning Movement	D-Per Town's Motion	0
186004645AC	Unsafe Turning Movement	D-Per Town's Motion	0
186004153AC	Use of cell phone while driving prohibited	D-Per Town's Motion	0
186004515AC	Valid license plate/temp permit required	D-Per Town's Motion	0
186004455AC	Compulsory Auto Insurance	D-Provided Valid Information	0
186004545AC	Failure to Obey Traffic Control Device	D-TS	0
186004550AC	Failure to stop at a red light	D-TS	0
186004214AC	MPH over limit Bond 32/25	D-TS	0
186004518AC	MPH over limit Bond 39/25	D-TS	0
186004279AC	MPH over limit Bond 40/25	D-TS	0
186004475AC	MPH over limit Bond 44/30	D-TS	0

STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-257: TEMPORARY SIGN PERMIT Soroptimist Christmas Tree Festival	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

Soroptimist of JH has requested to display two (2) temporary banners under Section 5.6.1.C.4.c of the LDRs to advertise their upcoming Christmas Tree Festival and Brunch (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - November 27, 2022 – December 4, 2022
- 750 W. Broadway – The Virginian Lodge during:
 - November 27, 2022 – December 4, 2022

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

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

1. The use of 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 location:
 - 105 Buffalo Way – Albertson's during:
 - November 27, 2022 – December 4, 2022
 - 750 W. Broadway – The Virginian Lodge during:
 - November 27, 2022 – December 4, 2022

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

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

Attachments or Links.

Applicant Submittal

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

I move to **approve** temporary banner application (P22-257) for Soroptimist JH, including the three conditions of approval recommended by the Planning Director in this staff report dated November 21, 2022.

Location: Albertson's
Banner Design: 8' x 10'
Material: Vinyl



Location: The Virginian Lodge
Banner Design: 2' x 8'
Material: Vinyl





TEMPORARY SIGN PERMIT APPLICATION
Planning & Building Department

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

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

EVENT NAME:

Event Name: Christmas Tree Festival Physical Address of Event: 750 West Broadway, Jackson WY 83001
Description of Event: Soroptimist Christmas Tree Festival and Brunch
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Soroptimist of Jackson Hole Phone: 805-698-5489
E-mail: P.O.Box 744 Jackson WY ZIP: 83001
jennymay333@gmail.com Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way Jackson WY 83001</u>	Physical Address: _____
Dates of Display: <u>November 27th through December 4th</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: <u>The Virginian Lodge</u>	Business/Description: _____
Physical Address: <u>750 West Broadway Jackson WY 83001</u>	Physical Address: _____
Dates of Display: <u>November 27th through December 4th</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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

Jenny May Shervin
Signature of Authorized Event Applicant
Jenny May Shervin
Applicant Name Printed

10/20/22
Date
Board Member
Title

STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-262: TEMPORARY SIGN PERMIT Skating Club of JH Holiday Ice Skating Show	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

Skating Club of JH has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their upcoming Holiday Ice Skating Show (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - November 22, 2022 – December 3, 2022

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.

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

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following location:
 - 105 Buffalo Way – Albertson's during:
 - November 22, 2022 – December 3, 2022

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

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

Attachments or Links.

Applicant Submittal

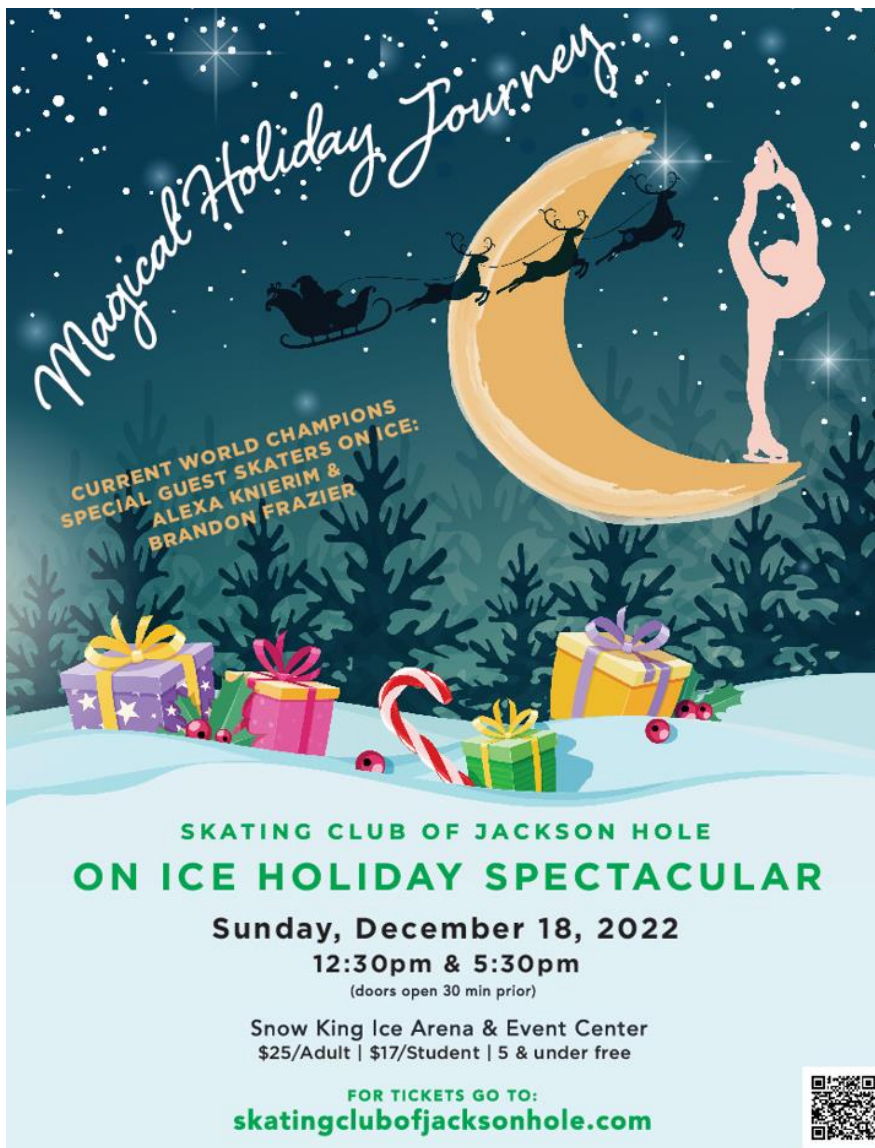
Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to **approve** temporary banner application (P22-262) for Skating Club of JH, including the three conditions of approval recommended by the Planning Director in this staff report dated November 21, 2022.

Location: Albertson's

Banner Design: 10' x 10'

Material: Vinyl

The banner features a dark blue night sky with white stars and a large yellow crescent moon. A silhouette of Santa Claus in a sleigh, pulled by reindeer, is flying across the sky. A figure skater is depicted in a graceful pose on the moon. Below the moon, there are silhouettes of evergreen trees and a snowy ground with several wrapped gifts in purple, pink, and green, along with a candy cane. The title 'Magical Holiday Journey' is written in a white cursive font across the top. The event details are printed in green and black text at the bottom.

Magical Holiday Journey

CURRENT WORLD CHAMPIONS
SPECIAL GUEST SKATERS ON ICE:
ALEXA KNIERIM &
BRANDON FRAZIER

SKATING CLUB OF JACKSON HOLE
ON ICE HOLIDAY SPECTACULAR
Sunday, December 18, 2022
12:30pm & 5:30pm
(doors open 30 min prior)

Snow King Ice Arena & Event Center
\$25/Adult | \$17/Student | 5 & under free

FOR TICKETS GO TO:
skatingclubofjacksonhole.com





TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

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

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

EVENT NAME:

Event Name: Holiday Spectacular Physical Address of Event: 100 E Snow King
Description of Event: Skating Club of Jackson Hole Holiday Ice Skating Show
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 1165, Jackson, WY 83301 Phone: 307-690-7587
E-mail: skatingclubofjh@gmail.com ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>11/20 - 12/3</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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

Signature of Authorized Event Applicant

Henley West
Applicant Name Printed

10/26/2022
Date
Secretary
Title

STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Regular Meeting Consent
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Nativity Scene Display	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

The applicant, Jim Wallace on behalf of the Christian Community of Jackson Hole, requests permission to use the George Washington Memorial Park to showcase a Nativity Scene from December 20, 2022 to January 3, 2023.

Recommendations.

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

Background.

The applicant, Jim Wallace on behalf of the Christian Community of Jackson Hole, requests permission to use the George Washington Memorial Park to showcase a Nativity Scene from December 20, 2022 to January 3, 2023. The display will be approximately 5' high and 12' wide (one piece of the display will be approximately 6.5' high). The applicant also requests access to electricity to utilize flood lights (or similar style lighting) staked into the ground to light the scene at night. This will be the same Nativity Scene that was displayed last year.

At the November 18, 2013 Special Workshop Meeting, the Jackson Town Council approved a policy regarding unattended holiday displays in Town Square. The Town Square Holiday Display policy states the following:

- 1. All unattended holiday display applications shall be subject to the standard, uniform special event application process and be subject to all standard departmental reviews;*
- 2. All unattended holiday displays shall be displayed for no more than 14 consecutive days (this does NOT include one day before and one day after display for setup and teardown respectively);*
- 3. All unattended holiday displays shall be placed on the eastern quadrant of the Town Square;*
- 4. The timing of an unattended holiday display application shall have no bearing on the ultimate location of a display on the Town Square, instead the location of each display shall be awarded by lottery;*
- 5. All unattended holiday displays will include a placard noting the group that sponsored the display.*

A drawing for placement of the holiday display was conducted by the Town Clerk. In that drawing, the Nativity Scene display was chosen to set up in the southeast quadrant of the Town Square (corner of Broadway and Center) for the 2022/2023 winter season.

Analysis.

This application has been submitted to Town departments for review and approval. This event has been approved in years past. There are no indicated changes from previous years.

Possible Alternatives.

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

Fiscal Impact.

None

Staff Impact.

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

- Special event processing (30 minutes)
- Departmental reviews (approximately 1 hour)
- Staff report preparation (1 hour)
- Parks and Recreation Personnel to assist with utilities (30 minutes)

In total approximately 3 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

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

1. The applicant shall immediately clean up after the event.
2. No signs are permitted unless approved under a separate sign permit.
3. The applicant shall contact the Parks & Recreation Department at least 7 days prior to the event for electrical outlets and provide any irrigation locates if necessary.
4. The applicant shall not alter the Town Square without prior approval from the Parks & Recreation Department.
5. Turf protection is required in high traffic areas.
6. Extension cords and flexible cords must be protected from damage and physical impact.
7. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from the Fire Department (IFC 605.9).
8. 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 at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town Attorney.
9. The applicant shall abide by any guidelines set forth in a Town Square Holiday Display policy approved by Council. The Town Square Holiday Display policy states the following:
 - a. All unattended holiday display applications shall be subject to the standard, uniform special event application process and be subject to all standard departmental reviews;
 - b. All unattended holiday displays shall be displayed for no more than 14 consecutive days (this does NOT include one day before and one day after display for setup and teardown respectively);
 - c. All unattended holiday displays shall be placed on the eastern quadrant of the Town Square;
 - d. The timing of an unattended holiday display application shall have no bearing on the ultimate location of a display on the Town Square, instead the location of each display shall be awarded by lottery;
 - e. All unattended holiday displays will include a placard noting the group that sponsored the display.

Attachments or Links.

Special Event Application

Suggested Motion.

I move to approve the application request for the Nativity Scene Display on the Town Square from December 20, 2022 to January 3, 2023 subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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



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

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

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

APPLICANT INFORMATION

Name of Event: Placement of Nativity Scene during Christmastime

Name of Organization: Christian Community of Jackson Hole

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

Mailing Address: PO Box 3366, 450 So. Willow Street

City: JACKSON State: WY Zip Code: 83001

Name of Person Completing Application: Jim Wallace

Email Address: jtwallacewy@gmail.com

Work Phone: 3077332768 Cell Phone: _____

EVENT INFORMATION

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

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

Promotion of Christmas Spirit

Location of Event: Geo. Washington Mem. Park Alternative Location: _____

Date(s) of Event: 12/20/2022 thru 01/03/2023 Event Operating Hours: Static Display

Event Set Up Begins Date: December 20, 2022 Time: 1000 hrs.

Event Clean Up Ends Date: January 03, 2023 Time: 1000 hrs.

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 200 Total Event: 3,000

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: Roy Boda Cell Phone: 307 690-2837

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

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

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

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

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

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☒ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

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

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☐ Yes

☒ No

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

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

If "No", please explain: _____

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

Restroom Company: _____

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

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

ALCOHOL

Will there be alcoholic beverages at the event?

☐ Yes

☒ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes

☒ No

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☒ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☒ No

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

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

When will the trash receptacles be delivered? _____

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

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

Area will be patrolled and cleaned - no Town assistance requested or required.

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

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

When will these recycling receptacles be delivered? _____

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

Describe your plan for collection and removal of recyclable materials during your special event:
Only pine branches will be used & 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:

NONE

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: JTW

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: JTW

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: JTW

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: JTW

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: JTW

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:

James T Wallace

Key: d000b0c098795dc6be92b88b94d9284

APPLICANT:

James T Wallace

Printed Name

DATE:

11-04-2022

TITLE:

volunteer

STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Regular Meeting Consent
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: J.H. Winter Wonderland	Public Comment	Yes

Purpose & Policy Considerations.

To consider the special event request made by Jackson Hole Skating Association to host Winter J.H. Wonderland on the Town Square. This request involves the use of George Washington Memorial Park, amplified sound, temporary signs and town personnel.

Requested Action.

Staff is requesting Town Council to consider the special event application submitted by Jackson Hole Skating Association to host J.H. Winter Wonderland on the Town Square between December 2022 through March 2023.

Recommendations.

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

Background.

Grand Teton Skating Association (GTSA), a local non-profit, is requesting Council permission to install an outdoor public skating rink in George Washington Memorial Park for the winter of 2022/2023. There are no significant changes from the applicant's request approved last year.

The applicant anticipates installing the skating rink in mid-December 2022 (depending on the weather) and opening for operation on December 23, 2022. The applicant understands that they will not be able to move into the Stage Stop Building until after the Chamber of Commerce finishes their "Santa on Town Square" special event. The applicant will need to work with the Chamber of Commerce on a definitive move in date.

The applicant plans on ceasing operations of the skating rink on or before March 19, 2023 and removing the skating rink prior to Easter. In years past there has been concern of having the ice rink removed before Easter in preparation for the Town Square Easter Egg Hunt. This upcoming year, Easter falls on Sunday, April 9. Staff recommends a condition of operation should include that the applicant must have ice removed with ample time for Parks and Recreation to prepare the turf for the annual Easter Egg Hunt on the Town Square.

In year's past the Town Council approved a small, temporary warming tent on the east side of the stage stop building. This tent was utilized by both the Chamber of Commerce for their "Santa on the Town Square" and by J.H. Winter Wonderland after Christmas. The applicant is seeking approval of the same warming tent again this year. The tent and any sources of heat inside of the tent would need to be approved by the Jackson Fire Department prior to installation.

Additional requests include:

- Council permission to rent ice skates and sell hot chocolate and stocking caps from the Stage Stop Building on federal holidays and weekends (from approximately noon to 9:00 P.M.), and Mondays through Fridays (from approximately 4:30 P.M. to 9:00 P.M.). All sales directly benefit the applicant which is a local non-profit. These are the same days of the week and times that were approved last year. The public can skate on the rink on any day; however, the Stage Stop building will only be open for rentals on operating days during operating hours.
- Council permission to play amplified music of varying genres from approximately 4:30 P.M. to 9:00 P.M. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays and from approximately noon to 9:00 P.M. Saturdays, Sundays, and on federal holidays.

- Council permission for access to water to form the skating rink from the fire hydrant at the corner of Center and Deloney streets.
- Access to electricity in the park.
- Council permission to display up to four onsite banners.
 - One of these banners (3 feet by 6 feet) will remain on the outside of the Stage Stop building for the duration of the operation of the ice rink identifying this as “Winter Wonderland”. This banner has been approved in years past.
 - The other two smaller banners have been requested to be displayed on the Plexiglas over the winter season. These two smaller banners would be different each week. These two smaller banners would recognize local sponsors. The sizes of these two smaller banners will vary from week to week, but their size would not exceed 3 feet by 5 feet. These two smaller banners would be placed facing inwards on the Plexiglas which surrounds the ice rink. Each week, two new banners would be placed on the Plexiglas during the hours of operation. These banners would be on display only during operating hours. These banners have been approved in years past.
 - A final banner request is a 3 foot by 5 foot banner with skate rental information to be hung on the back side of the Stage Stop Building (facing inwards towards the interior of the Town Square). If approved, the staff would request that this banner only be displayed during operating hours. This has been approved in years past.
- Similar to last year, the applicant has requested permission to remove a segment of the fence from George Washington Memorial Park just off of the Stage Stop Building ramp so that patrons with rented ice skates on can access the skating rink more efficiently. The applicant also requests permission to install an accessible ramp. Several years ago Public Works constructed a ramp for the applicant. The applicant indicated that this ramp worked well for their needs.
- Snow removal on the ice surface when snow accumulation is four inches (4”) or more. This snow removal is to be provided once the Teton County/Jackson Parks and Recreation Department has completed its regular sidewalk plowing routes, and as needed. This is the same request as last year.
- As in past years, the applicant will continue the following practices:
 - The applicant will install Plexiglas walls and an overlapping barrier on the ground and under the ice to mitigate any safety concerns and to block water from overflowing onto the boardwalks in the park.
 - If bales of hay are used on the ice rink then the applicant will place a buffer material between the bales of hay and the ground so that they can be easily removed in the spring.
 - Parks and Recreation will relocate the recycling cans near the skating rink as deemed necessary.
 - Staff has recommended that the use of construction fencing and tape should not be permitted.
 - The applicant will cover any and all jagged edges from the posts along the sides of the rink.

Additional considerations:

- The Chamber of Commerce will have primary and exclusive access to the stage stop building for their event, “Santa on the Town Square.” Following this event Jackson Hole Skating Association will work with The Jackson Hole Chamber of Commerce for use of the Stage Stop Building. The applicant will work with the Chamber of Commerce on an exact move in date.

Analysis.

The plans submitted by the applicant has been reviewed by all Town Departments.

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 a special event permit (\$27).
- Fiscal Impact is estimated at \$2,200 for to provide snow removal.

Staff Impact.

- processing permits (approximately 30 minutes),
- securing town equipment from Public Works (approximately 30 minutes),
- departmental review of application (approximately 1 hour of total staff time),
- preparation of staff report (approximately 30 minutes)
- Snow removal during the winter when the snow fall is above 4 inches (approximately 5 – 20 hours depending on snowfall)

In total approximately 7.5 to 22.5 hours of staff time (depending on snow fall) split between town, county and joint departments

Conditions and Restrictions.

Staff recommends approval of the application, subject to the following conditions and restrictions listed in the staff report and the attached 2022/2023 Memorandum of Understanding.

Attachments or Links.

Special Event Application
2022/2023 Memorandum of Understanding

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

I move to approve the application made by Grand Teton Skating Association for the Winter Wonderland special event, subject to the conditions listed in the staff report and further approve the Memorandum of Understanding attached to the staff report subject to approval by the Town Attorney including any minor changes approved by the Town Attorney, and authorize the Mayor to execute the agreement.

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

1. Parties. This Memorandum of Understanding ("**MOU**") is made and entered into by and between Sk8 Jh, Inc., a Wyoming non-profit corporation d/b/a Grand Teton Skating Association, whose address is P.O. Box 1370, Jackson, WY 83001 ("**GTSA**"), and the Town of Jackson, a Wyoming municipal corporation, whose address is 150 E. Pearl Avenue P.O. Box 1687, Jackson, WY 83001 ("**Town**").
2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the Town grants GTSA the right to use open space located on Town-owned property within a portion of the Town Square as depicted in Exhibit A attached hereto and incorporated herein by reference ("**Property**"), for installation of an outdoor skating rink for the use and benefit of the general public during the term of this MOU.
3. Term of MOU. This MOU is effective upon the date last signed and executed by the duly authorized representatives of the Parties and shall remain in full force and effect until April 1, 2023. This MOU may be terminated by either Party upon written notice, which notice shall be delivered by hand or by certified mail to the addresses listed below.
4. Payment. No payment shall be made to either Party by the other as a result of this MOU.
5. Responsibilities of the Town. The Town commits to provide GTSA with:
 - A. The exclusive use of the Property from 12:00 pm until 9:00 pm on weekends and federal holidays, and from 4:30 pm until 9:00 pm on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays for the term of this MOU, subject to the responsibilities of GTSA as set forth herein. During non-operating hours, the Town Council and/or Town staff may approve of other uses on the Town Square, including the Property, and may give permission for other events or groups to use the ice rink; and
 - B. Snow removal from the ice surface when snow accumulation is four inches (4") or more, to be provided after the Teton County/Jackson Parks and Recreation Department completes its regular sidewalk plowing responsibilities, if GTSA determines such services are needed; and
 - C. Two hundred (200) feet of fire hose, a nozzle, a hydrant fitting and wrench. Jackson Hole Fire/EMS will provide fire hydrant access at the corner of Center and Deloney streets and supply a water tender to deliver water for the initial freezing of the ice at its availability and sole discretion; and
 - D. Relocation of recycling receptacles near the skating rink; and
 - E. Removal of a segment of fence along George Washington Memorial Park ("**Park**") and installation of an ADA-accessible ramp to provide access through the Park from the Stage Stop Building to the skating rink, all of which is as Town staff deems appropriate.

6. Responsibilities of the GTSA. GTSA understands, covenants, and agrees that, other than the responsibilities of the Town as set forth in Paragraph 5, GTSA is solely responsible for:
- A. The rink installation; ice manufacture; ice; ice rink maintenance and management; all ice rink operations including, but not limited to, lights, light figures, sculptures, music, heaters, hot beverages, advertising, skate rentals, and the sound system; and
 - B. Securing the ice rink during operating and non-operating hours, including appropriate temporary fencing and/or barriers for the ice rink and any other structures associated with the ice rink on the Property; and
 - C. Staffing the Property and maintaining operating hours necessary to support user group requirements and meet Town requirements for dependable public skating time; and
 - D. Keeping the Property orderly, clean, sanitary, and free from rubbish, obstructions, objectionable odors or nuisances, and in an adequate condition of repair and safety; and
 - E. Not altering the Property without first obtaining the express written consent of the Town. With the exception of the structures presented to and approved by the Town Council on August 7, 2017 and any other set forth herein; and
 - F. Having all ice removed prior to April 1, 2023 and returning the Property to pre-event conditions by the same;
 - G. Entering into an agreement with the Chamber of Commerce concerning the use of the Stage Stop Building; and
 - H. Giving the Town prompt written notice, defined as within five (5) business days, of any accident, fire, or damage on or to the Property; and
 - I. Only permitting employees, agents, servants, and business invitees to remain in or loiter upon the Property; and
 - J. Complying with all laws, orders, regulations, rules, ordinances, and covenants of all state and federal statutes and all local ordinances and regulations applicable to GTSA and/or its use of the Property; and
 - K. Complying with all reasonable rules and regulations that may be established, from time to time, by the Town; and
 - L. Completely closing the outdoor skating rink to patrons thirty (30) minutes prior to the commencement of the International Pedigree Stage Stop Sled Dog Race Special Event. The outdoor skating rink will be allowed to reopen after the last sled dog team exits the starting gate on the date of the event; and
 - M. Not utilizing construction fencing or using tape as fencing; and

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

7. Use of the Property.

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

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

to repair and/or maintain all or any part of the Property and GTSA shall be responsible for the payment of all expenses and costs related to said repair and maintenance, which if not paid, shall be deemed a default as provided herein.

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

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

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

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

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

13. Attorney's Fees. In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants or conditions of this MOU, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorney's fees, whether or not litigation is commenced.

14. Non-Assignment. GTSA shall not assign, mortgage, hypothecate, or otherwise encumber this MOU or any interest therein, nor permit the Property or any part thereof to be used by any other person, firm, corporation, or other entity other than the GTSA without the written consent of the Town in each instance. The consent by the Town to an assignment shall not be construed to release the GTSA from the requirement that it obtain the Town's written consent for any further assignment(s). In the event permission is granted for any such assignment, subletting, licensing, or granting of a concession, GTSA shall nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Agreement, including, without limitation, the covenant to pay rent.

15. Town's Access. The Town and its agents, employees, or other representatives may enter the Property at any reasonable time after reasonable notice for the purpose of (a) inspecting the Property to ascertain GTSA's compliance with the terms and conditions of this MOU; (b) in order to make repairs, additions, or alterations as the Town deems necessary; or (c) for any other reasonable purposes.

16. Notices. Any notices required or permitted to be given or served by either party to the other, unless otherwise stated herein, shall be deemed to have been duly given or served when in writing and forwarded by certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below. Such notices shall be deemed given upon mailing of same.

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

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

17. Amendment or Modification. GTSA acknowledges that it has not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment, change or modification of this MOU shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this MOU.

18. General Provisions.

A. No Partnership. No partnership or joint venture is created by this MOU.

B. Applicable Law. The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Ninth Judicial District, State of Wyoming.

- C. Entirety of Agreement. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. Governmental Immunity. The Town does not waive its governmental immunity by entering into this MOU, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. Third-Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be constructed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall insure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- G. Signatures. In witness thereof, the Parties to this MOU through their duly authorized representatives have executed this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

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

By: _____ Date _____
Its:

Town of Jackson, Wyoming

Hailey Morton Levinson
Mayor

Date _____

Attest:

Riley Taylor
Town Clerk

Date _____

EXHIBIT A



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



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

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

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

APPLICANT INFORMATION

Name of Event: J.H.Winter Wonderland

Name of Organization: Grand Teton skating Association

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

Mailing Address: P.O.Box 1370

City: Jackson State: WY Zip Code: *3001

Name of Person Completing Application: Akop Manoukian

Email Address: akopm@aol.com

Work Phone: 801-231-3875 Cell Phone: _____

EVENT INFORMATION

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

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

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

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

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

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

Event Clean Up Ends Date: _____ Time: daytime

Special Event Application

EVENT INFORMATION (Continued)

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

Special Considerations (check all that apply):

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

Event Co-Sponsor (s): _____

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

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

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

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

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☐ Yes

☒ No

Area of Closure Request

Date(s)

Start Time

End Time

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

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

☐ Yes

☒ No

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

Will the event closure requests impact any START Bus routes?

☐ Yes

☒ No

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

Route Description: _____ START Bus contacted?

☐ Yes

☒ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes

☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

<u>n/a</u> Large Street Barricades	<u>n/a</u> "Road Closed" Street Signs
<u>n/a</u> Small Sidewalk Barricades	<u>n/a</u> "Local Traffic Only" Street Signs
<u>n/a</u> 28 Inch Street Cones	<u>n/a</u> "Detour" Street Signs
<u>n/a</u> Candlestick Cones	<u>n/a</u> 32-Gallon Recycling Bins

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

- ☐ Street Sweeping ☒ Snow Removal ☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

- ☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.
- ☒ Electricity Access
- ☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.
- ☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

- ☐ Foot Patrol ☐ Ambulance ☐ Fire Engine
- ☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

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

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☐ Yes

☒ No

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

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

If "No", please explain: _____

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

Restroom Company: _____

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

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

ALCOHOL

Will there be alcoholic beverages at the event?

☐ Yes

☒ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes

☒ No

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☒ Yes

☐ No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☒ Yes

☐ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☒ No

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

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

When will the trash receptacles be delivered? _____

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

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes

☐ No

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

For the last two years we have partnered with Chambers of Commerce regarding the tent. We are sharing the space during the Christmas time and after that GTSA uses it for the skate rentals. Chambers of Commerce and GTSA would like to do this every year. Our operational season will be, as always, weather dependent. Our hours will be Monday- Friday 4:30 PM - 9:00 PM and Sat. - Sun. 12:00 -9:00. At these times music will be played for the skaters pleasure.

STANDARD CONDITIONS OF APPROVAL

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

GENERAL

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

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

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

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

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

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

STREETS

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

SIDEWALKS

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

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

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

POWER / ELECTRICAL

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

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

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

ADDITIONAL PERMIT & LICENSE FEES

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

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

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

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

PORTABLE RESTROOMS

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

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

INSURANCE

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

FOOD / VENDING

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

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

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

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

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ALCOHOL

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

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

No alcohol shall be served in bottles or glass containers.

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

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

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

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

TOWN PARKS

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

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

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

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

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

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

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

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

TENTS

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

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

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

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

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

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

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

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

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

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

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

FAIR GROUNDS / RODEO GROUNDS

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

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

Initials: AM

Special Event Application

STANDARD CONDITIONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

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

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

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

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

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

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

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

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

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

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

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

APPLICANT: Akop Manoukian

APPLICANT: Akop Manoukian
Printed Name

DATE: 11-09-2022

TITLE: Executive Director

STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Regular Meeting Consent
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Our Lady of Guadalupe Procession	Public Comment	Yes

Purpose & Policy Considerations.

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

Requested Action.

Staff is requesting Town Council consider the special event application submitted by Our Lady of the Mountains Catholic Church for the Our Lady of Guadalupe procession on Sunday, December 11, 2022.

Recommendations.

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

Background.

Each year Our Lady of the Mountains engages in a procession on December 11 for Our Lady of Guadalupe at approximately 11:00 A.M. until 1:00 P.M. Route map is attached as well. This event has been approved in the past.

Analysis.

The application has been submitted for review and comment to all Town departments.

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.

\$27.00 Special Event Application Fee

Staff Impact.

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

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

In total approximately 2 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

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

1. The applicant shall clean up after the event and shall be responsible for the removal of all refuse generated by the event.
2. Banners are not permitted unless approved in advance under a separate Sign Permit Application to the Planning and Building Department.
3. 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 at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town Attorney.
4. The applicant shall coordinate traffic control with the Police Department at least one week ahead of time.
5. The applicant is advised that on-duty Police personnel may be available for this event. However, the applicant should arrange for volunteers to assist with traffic control in the event that Police personnel are not available.
6. The applicant shall conduct the procession in a timely and professional manner.
7. The applicant is advised that should there be snow cover on this date, all sidewalks on the route may not be snow free.
8. Care must be taken to insure candles carried for the procession are carried safely away from combustibles, especially being mindful of clothing.
9. The applicant shall utilize sidewalks whenever possible and when sidewalks are not available on their route, the applicant will ensure that the procession stays to the far right-hand side of the road.

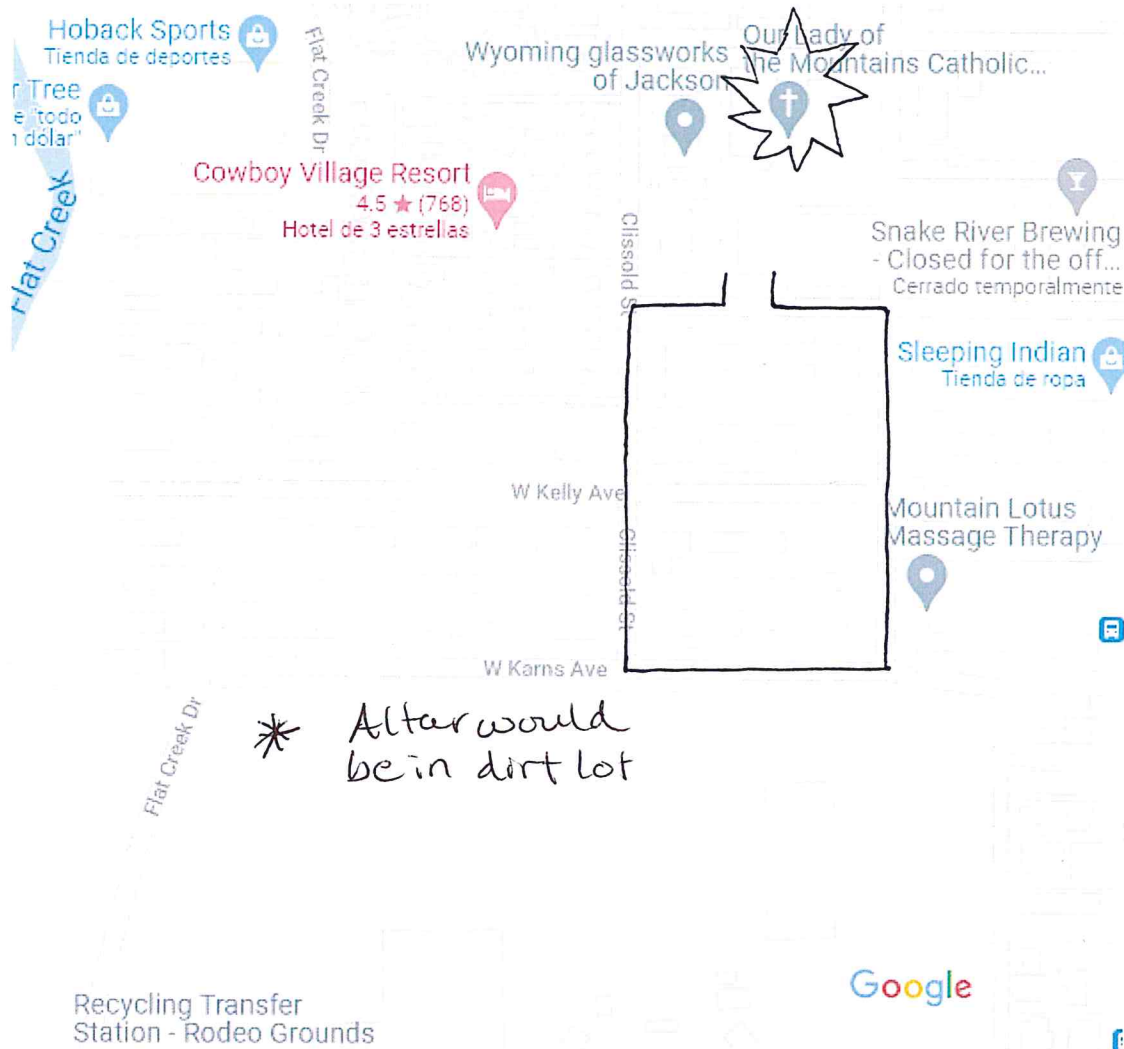
Attachments or Links.

Special Event Application

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

I move to approve the application of the special event request submitted by Our Lady of the Mountain Catholic Church for the Our Lady of Guadalupe procession on Sunday, December 11, 2022 subject to the conditions and restrictions listed in the staff report.

Our Lady of Guadalupe Procession



Start
OUT from 201 S. Jackson Street (Start on W Hansen Ave, parking lot)
Down Clissold Street (south)
Turn Left on Karns Ave
Turn left on Jackson Street (north)
Turn left on W Hansen Ave
Back to Our Lady of the Mountains
Mariachis will process w/ the group, playing music along the
Route. No amplification is required.

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



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

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

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

APPLICANT INFORMATION

Name of Event: Our Lady of Guadalupe Procession

Name of Organization: Our Lady of the Mountains Catholic Church

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

Mailing Address: P.O. Box 992

City: Jackson State: Wyoming Zip Code: 83001

Name of Person Completing Application: Lizzet Garcia

Email Address: lizzetolm@gmail.com

Work Phone: 3077332516 Cell Phone: _____

EVENT INFORMATION

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

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

Members of the parish (~100) will process with statues and will sing

Location of Event: Our Lady of the Mountains Alternative Location: _____

Date(s) of Event: December 11, 2022 Event Operating Hours: 12:00pm-1:00pm

Event Set Up Begins Date: December 11, 2022 Time: 12:00pm

Event Clean Up Ends Date: December 11, 2022 Time: 1:00pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 100-150 Total Event: 150

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: Lizzet Garcia Cell Phone: 3074136840

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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members of our community would like to process from our church on 201 S Jackson Street.

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

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

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

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

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

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

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

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

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

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

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

SIGN or BANNER REQUESTS

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

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

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached: ☐ Yes ☒ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

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

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

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

If "No", please explain: _____

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

Restroom Company: _____

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

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

ALCOHOL

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

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

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☒ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☒ No

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

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

When will the trash receptacles be delivered? _____

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

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

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

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

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes

☐ No

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

Nothing has changed. The event is still the same. Member of our church will process from our church 201 S Jackson Street around a block carrying religious statues and singing songs and then back to the church. The whole event will maximum take 1 hour.

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: LG

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: LG _____

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: LG

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: LG _____

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: LG _____

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: _____

Lizzet Garcia
Key: d000b9c098795dc6be92b86b94d9284

APPLICANT: _____

Lizzet Garcia

Printed Name

DATE: _____

11-14-2022

TITLE: _____

Business Manager

STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Regular Meeting Consent
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event Christmas Caroling Sleigh Ride	Public Comment:	Yes

Purpose & Policy Considerations.

The Mayor and Council approve all special event applications requesting the use of town streets.

Requested Action.

The Church of Latter Day Saints requests permission to use town streets for a wagon ride from the LDS church parking lot through Jackson neighborhoods on Wednesday, December 14, 2022.

Recommendations.

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

Background.

The Church of Jesus Christ of Latter Day Saints is requesting a special event permit for a wagon ride from the LDS church parking lot through Jackson neighborhoods on Wednesday, December 14, 2022. The event will take place from 5:30 P.M. to 9:30 P.M. The wagons and horses will be supplied by Bar-T-Five. The group will sing Christmas carols and hand out gift baskets to elderly residents along the route. 50 to 75 participants are expected. The applicant requests that in the event of snow or ice that gravel be applied to the roads along the route prior to the event.

This event has been approved in previous years. There are no changes to the request this year.

The wagon ride will take the following route:

- *Begin at LDS Church parking Lot*
- *Turn east on E. Broadway to Redmond Street*
- *Turn south on Redmond Street*
- *Turn east on Kelly to Pioneer*
- *Turn north on Pioneer Drive*
- *Turn east on Hansen Street*
- *Turn north on Nelson Drive*
- *Turn west on E. Broadway*
- *Turn north at N. Gros Ventre Street*
- *Turn east on Deloney Avenue*
- *Turn north on Moose Street*
- *Turn west on Teton Avenue*
- *Turn south on Gros Ventre Street*
- *Turn west on Broadway Avenue*
- *Turn south on N. Gros Ventre Street*
- *Return to the LDS Church*

Analysis.

This application has been submitted to Town departments for review and approval. This event has been approved in years past. There are no indicated changes from previous years.

Possible Alternatives.

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

Fiscal Impact.

\$27 Special Event Application Fee

Staff Impact.

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

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

In total approximately 2.5 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.

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

1. The applicant shall be responsible to immediately collect and remove any refuse generated by the event.
2. The applicant shall ensure that proper lighting be placed on all horses and wagons. The applicant shall contact the police department directly regarding this item to review any safety items.
3. 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 at least ten days prior to the event. Insurance limits must be at least \$1,000,000/occurrence and \$1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town Attorney.
4. Banners are not permitted unless approved under a separate sign permit application.
5. The applicant is advised that in the event of heavy snowfall additional plowing and gravel may be not possible

Attachments or Links.

Special Event Application

Suggested Motion.

I move to approve application made by the Church of Jesus Christ of Latter Day Saints for the LDS Church Wagon Ride & Caroling special event on December 14, 2022, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

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

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



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

Non-Profit Fee:

(\$25)

For-Profit Fee:

\$150

APPLICANT INFORMATION

Name of Event: Bar-T-Five Christmas Caroling Sleigh Ride

Name of Organization: LDS Church

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

Mailing Address: PO Box 274

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Colleen Walker

Email Address: Cwalker120@aol.com

Work Phone: (307) 699-1215 Cell Phone: (307) 699-1215

EVENT INFORMATION

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

☒ Other: Bar-T-Five Christmas Caroling in Wagons
Provided by the Bar-T-Five

Description & Purpose of Event (Attach additional sheets if necessary): To Spread Christmas cheer along the streets of East Jackson and to deliver gift baskets along the way to the Elderly.

Location of Event: LDS Church / East Jackson Alternative Location: -

Date(s) of Event: Dec. 14, 2022 Event Operating Hours: 6:30 p.m. to 9:00 p.m.

Event Set Up Begins Date: Dec. 14, 2022 Time: 5:30 p.m.

Event Clean Up Ends Date: Dec. 14, 2022 Time: 9:30 p.m.

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance Per Day: 55 Total Event: 55
(Spectators and Participants)

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: Julie Berezay Cell Phone: (307) 690-8461

EVENT SITE PLAN

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

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

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

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

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

☐ Yes

☒ No

Area of Closure Request

Date(s)

Start Time

End Time

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

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

☐ Yes

☒ No

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

Will the event closure requests impact any START Bus routes?

☐ Yes

☒ No

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

Route Description: _____ START Bus contacted?

☐ Yes

☒ No

RESIDENT AND/OR BUSINESS NOTIFICATION

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

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

☐ Yes

☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

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

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

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

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

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

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

TOWN SERVICES REQUESTS

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

POLICE DEPARTMENT

(307) 733-1430

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

Please describe in detail your request: _____

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

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping

☐ Snow Removal

☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

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

☐ Electricity Access

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

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

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

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

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

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol

☐ Ambulance

☐ Fire Engine

☐ Rescue Truck

☐ Bicycle Patrol

☐ Event Site Inspection

Please describe in detail your request: _____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound?

☐ Yes

☒ No

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

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.

Christmas Caroling sung by the kids in the wagons

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners?

☐ Yes

☒ No

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

☐ Yes

☐ No

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

INSURANCE REQUIREMENTS

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

A certificate of insurance is attached:

☒ Yes

☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

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

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

Do you plan to provide portable restroom facilities?

☐ Yes

☒ No

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

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

If "No", please explain: This event will only be

for 3 hours. Any restrooms needed are
provided by the LDS Church inside the church building.
Portable restrooms may not be located within 50 feet of any food vendor.

Restroom Company: _____

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

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

ALCOHOL

Will there be alcoholic beverages at the event?

☐ Yes

☒ No

Will you be offering any alcoholic beverages besides beer?

☐ Yes

☒ No

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

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

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event?

☐ Yes

☒ No

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

Please describe any sales activity at your event:

Will any food or beverages be sold at your event?

☐ Yes

☒ No

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

TRASH REMOVAL PLAN

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

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

☐ Yes

☒ No

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

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

When will the trash receptacles be delivered? _____

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

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

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

Special Event Application

SUSTAINABLE EVENT PLANNING

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

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

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

RECYCLING PLAN

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

Will you be using a company for your recycling plan?

☐ Yes

☒ No

No recycling needed

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

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

When will these recycling receptacles be delivered? _____

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

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

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes

☐ No

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

No changes.

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: Ces

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: *CE*

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: Cew

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: CS

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:

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: Colleen Walker APPLICANT: Colleen Walker
Signature Printed Name

DATE: Nov. 2, 2022 TITLE: Youth Activity Coordinator



DOUBHBA-02

SBAUMBERGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/3/2022

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 1316 S Highway 89 Suite 103 Jackson, WY 83001	CONTACT NAME: Selda Baumberger	
	PHONE (A/C, No, Ext): (307) 732-5956 FAX (A/C, No):	
	E-MAIL ADDRESS: selda.baumberger@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company	18058
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Double H Bar, Inc. DBA Teton Wagon Rides & Horseback Adventures
PO Box 10307
Jackson, WY 83002-0307

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 SUBR INSD 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	PHPK2420408	6/1/2022	6/1/2023	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 \$ 2,000,000 WY Stop Gap \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		PHPK2420408	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		PHUB816839	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Status granted if required by a contract
effective during the policy term and
executed prior to the "occurrence"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

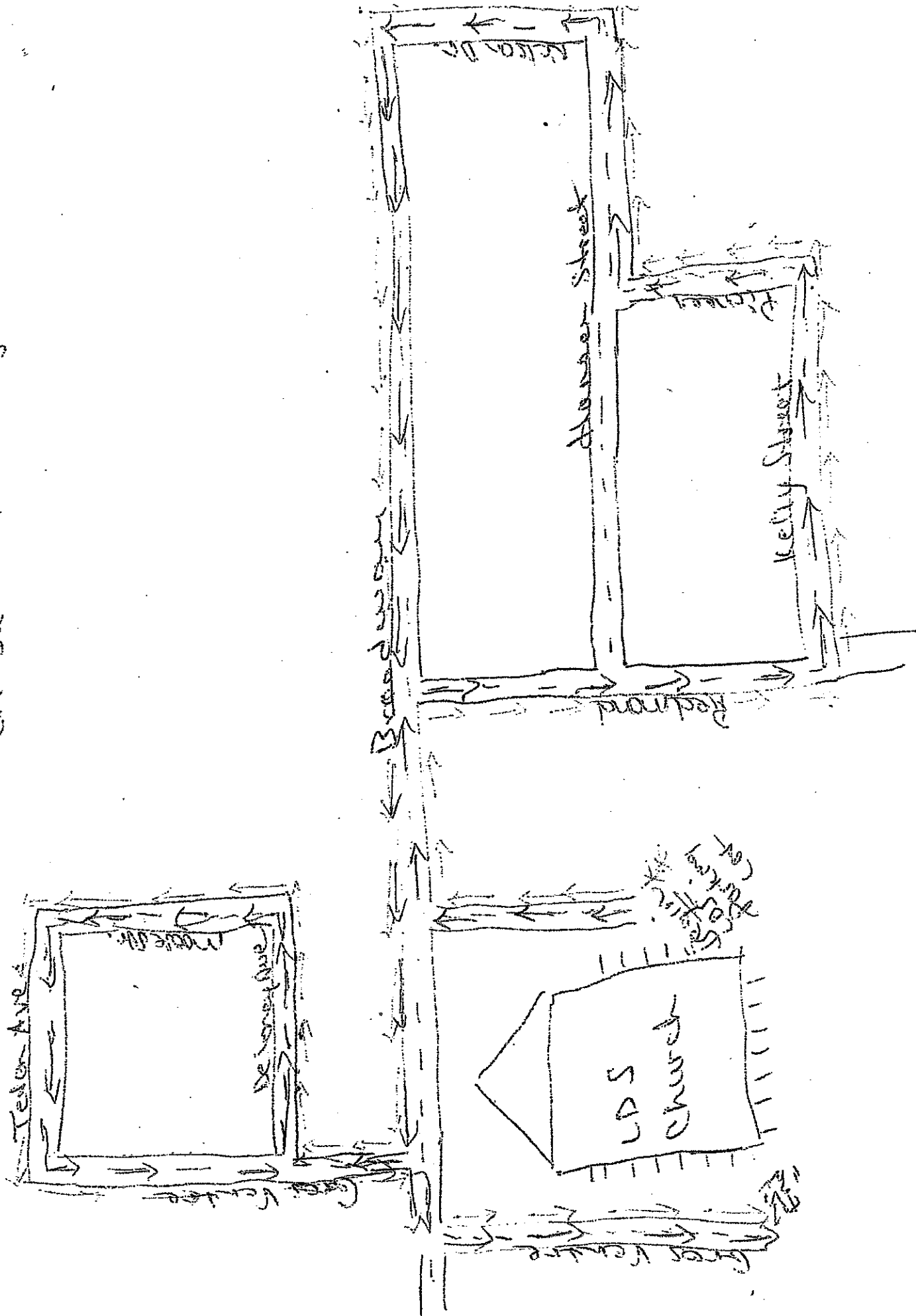
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

[REDACTED]

[illegible]

Route for
Christmas Caroling
on
Bus - 7- Five Wagons

Begin at LDS Church at 420 East Broadway,
Travel East along Broadway, turn
right onto Redmond, travel south
on Redmond, turn left on Kelly Street.
Travel East on Kelly. Turn left on
Pioneer, turn right on Hansen. Travel
East on Hansen. Turn left on Nelson.
Travel North on Nelson. Turn left onto
Broadway, travel west on Broadway.
Turn right onto Gros Ventre. Then
right onto Delaney. Then left onto
Moose Street. ~~Then~~ Travel North on
Moose St. Turn left onto Teten,
then left onto Gros Ventre. Travel
South on Gros Ventre. Then return
to the church.

STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Regular - Consent
Submitting Department:	Pathways	Presenter:	Brian Schilling
Agenda Item:	FY20 TAP Grant Agreement Amendment	Public Comment	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve an amendment to the FY20 Transportation Alternatives Program (TAP) agreement with WYDOT to extend the term of the agreement through December 31, 2023.

Requested Action.

Approve Amendment One to the Transportation Alternatives Program Agreement between WDOOT and the Town of Jackson Federal Project CD20305, Scott Lane/Maple Way Bike/Ped/ADA Improvements Project in Teton County ("Amendment").

Recommendations.

Staff recommends approval of the Amendment.

Background.

The Town of Jackson approved a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for TAP Project CD20305 in February 2020. The Project provides Transportation Alternative Program funds to design Bicycle/Pedestrian/ADA improvements on Scott Lane, Maple Way, and Snow King Ave. The term of the original agreement runs through December 31, 2022. Due to delays and coordination with other projects, including unforeseen circumstances, the design work for this project will not be completed by the original deadline. WYDOT has agreed to extend the project timeline by one year to a new deadline of December 31, 2023. The Town will need to produce construction documents and have cleared all NEPA-related environmental requirements by the deadline.

Analysis.

The Amendment allows the Town of Jackson to continue working on the Scott Lane/Maple Way Bicycle/Pedestrian/ADA Improvement project and to continue receiving federal funds to reimburse the project design costs (with a 20% local match). It also allows the Town to remain eligible for future grants to construct the project.

Possible Alternatives.

Council may opt to reject the Amendment. This would effectively terminate the agreement between the Town and WYDOT, and would likely trigger the termination clause requiring the Town to return any and all federal funds that have been paid to the Town to date (\$42,535).

Comprehensive Plan & Priority Alignment.

The project is specifically mentioned as a high priority project in the Comp Plan, and aligns with numerous Comp Plan policies and goals, including:

- Policy 7.1.c: Increase the capacity for use of alternative transportation modes
- Policy 7.1.d: Discourage use of single occupancy motor vehicles (SOV)
- Policy 7.1.e: Coordinate transportation network decisions

- Policy 7.2.a: Create a transportation network based on “complete streets” and “context sensitive” solutions
- Policy 7.2.d: Complete key Transportation Network Projects to improve connectivity
 - Upgrade Snow King – Maple Way

Fiscal Impact.

The fiscal impact of this item is zero if approved. If rejected, the impact would be approximately \$80,000 in surrendered grant funding, and the Town would need to return \$42,525 in federal funds to WYDOT.

Staff Impact.

Staff impact is minimal if approved—approximately 0.5 hours of time for the Pathways Coordinator.

Attachments or Links.

1. Agreement Amendment (4 pages)
2. Original Agreement (33 pages)

Suggested Motion.

I move to approve Amendment One to the Transportation Alternatives Program Agreement between WDOOT and the Town of Jackson for Federal Project CD20305, Scott Lane/Maple Way Bike/Ped/ADA Improvements Project in Teton County, and authorize the mayor to execute the document, subject to minor changes by the staff.

**AMENDMENT NUMBER ONE
TO THE TRANSPORTATION ALTERNATIVES PROGRAM
SPONSOR AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
TOWN OF JACKSON**

Federal Award Information - Required by 2 CFR § 200.332

Sponsor Name: Town of Jackson	Sponsor SAM UEI: WA5GF6TWEKS8
Federal Award Identification Number (FAIN): 693JJ22030000Z300WYCD20305	Federal Award Date: March 16, 2020
Period of Performance Start and End Date: 36 months from the Federal Authorization Date	Federal Award this Agreement: \$0.00
Total Federal Award to Sponsor: \$80,000.00	Total Federal Award: \$100,000.00
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: David Herdt Telephone: 307-777-4862 Email: david.herdt@wyo.gov
Sponsor Contact: Brian Schilling Phone: 307-732-8573 Email: bschilling@jacksonwy.gov	WYDOT Contact for Confirmation of Funds: Telephone: (307) 777-4434 Email: dotrevenue@wyo.gov
Assistance Listing No.: 20.205	Assistance Listing Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: Scott Lane/Maple Way Bike/Ped/ADA Improvements	Recipient County: Teton
Agreement No.: CD 0.00 CD20305	Project No.: CD20305

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd, Cheyenne, WY 82009 and the Town of Jackson (Sponsor), whose address is: P.O. Box 1687, Jackson, Wyoming 83001.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between WYDOT and the Sponsor. The purpose of this Amendment is to: a)



extend the original term to December 31, 2023; and b) extend the Period of Performance under the original Agreement through December 31, 2023.

The original Agreement, dated March 3, 2020, required the Sponsor to design ADA and safety improvements along an eight hundred fifty (850) foot corridor on Scott Lane and Maple Way from the intersection of Scott Lane and Snow King to the intersection of Maple Way and Elk Run for a total project cost not to exceed one hundred thousand dollars (\$100,000.00), of which eighty thousand dollars (\$80,000.00) shall be borne by WYDOT and twenty thousand dollars (\$20,000.00) shall be borne by the Sponsor, with an expiration date of December 31, 2022.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

- A. Section 3 of the original Agreement is hereby amended in its entirety to read as follows:

“This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the March 3, 2020 to December 31, 2023.”

- B. The first and second sentences of Section 4(B) of the original Agreement is hereby amended to read as follows:

“The Period of Performance shall be thirty six (36) months from that date of Federal Award and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The Sponsor shall commence and complete the project in a professional, economical, and efficient manner by December 31, 2023 (Period of Performance) as indicated in the Term of the Agreement Section above.”

5. **Amended Responsibilities of the Sponsor.**

Responsibilities of the Sponsor have not changed.

6. **Amended Responsibilities of WYDOT.**

Responsibilities of WYDOT have not changed.



7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between WYDOT and the Sponsor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Sponsor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

8. **General Provisions.**

- A. **Entirety of Agreement.** The original Agreement, consisting of seventeen (17) pages; Attachment A, Project Description, consisting of one (1) page; Attachment B, Map, consisting of one (1) page; Attachment C, Form FHWA-1273, consisting of fourteen (14) pages; and this Amendment One, consisting of four (4) pages represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.



9. **Signatures.** The parties to this Amendment, either personally or through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

The Effective Date of this Amendment is the date of the signature last affixed to this page.

ATTEST:

Name

Title

(SEAL)

Town of Jackson:

By: _____
Hailey Morton Levinson, Mayor

Date

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____
Mark Wingate, P.E., State Planning
Engineer

Date

Approved as to form:

By: _____

Alysa Goldman
Assistant Attorney General
State of Wyoming

226550
10/11/22

Date agreement prepared: October 4, 2022



FY2020
Transportation Alternatives Program
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
TOWN OF JACKSON

Federal Award Information - Required by 2 CFR § 200.331

Subrecipient Name: Town of Jackson	Subrecipient DUNS: 042754077
Federal Award Identification Number (FAIN): TBD	Federal Award Date: TBD
Period of Performance Start and End Date: 36 months from the Federal Authorization Date	Federal Award this Agreement: \$80,000.00
Total Federal Award to Subrecipient: \$80,000.00	Total Federal Award: \$100,000.00
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: David Herdt Telephone: 307-777-4862 Email: david.herdt@wyo.gov WYDOT Contact for Confirmation of Funds:
Sponsor Contact: Brian Schilling Phone: 307-732-8573 Email: bscilling@jacksonwy.gov	Telephone: (307) 777-4434 Email: dotrevenue@wyo.gov
CFDA No.: 20.205	CFDA Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: Scott Lane/Maple Way Bike/Ped/ADA Improvements	Recipient County: Teton
Agreement No.: CD 0.00 CD20305	Project No.: CD20305

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the Town of Jackson (Sponsor), whose address is: P. O. Box 1687, Jackson, Wyoming 83001.
2. **Purpose.** This is a subaward of federal financial assistance from WYDOT to the Sponsor. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sponsor and WYDOT in the administration of the Wyoming Transportation



Alternatives Program. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).

3. **Term of the Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from the Effective Date to December 31, 2022.
4. **In consideration of the mutual covenants herein set forth, WYDOT and the Sponsor agree as to the following General Conditions:**
 - A. **Project Scope.** The Sponsor shall undertake and complete the Project as described and set forth below and in the "Project Description" section of Attachment A, the project Sponsor's TAP application, dated July 13, 2019, which is attached to and incorporated into this Agreement by this reference, and in accordance with terms and conditions of this Agreement.
 - (i) **Project Description.** TAP funding to design ADA and safety improvements along an eight hundred fifty (850) foot corridor on Scott Lane and Maple Way from the intersection of Scott Lane and Snow King to the intersection of Maple Way and Elk Run at the location shown on Attachment B, Map, which is attached to and incorporated into this Agreement by this reference.
 - (ii) **Responsibility of Sponsor.** Sponsor shall:
 - (a) Complete all administrative requirements, including having at least one Local Project Administration (LPA) Certified staff member;
 - (b) Select consultants based on qualifications, utilizing WYDOT's help if needed;
 - (c) Submit Plans, Specifications and Estimates along with bid documents to WYDOT Local Government Coordination (LGC) Office for review and concurrence prior to project advertisement;
 - (d) Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
 - (e) Monitor project progress and submit reimbursement requests to WYDOT's LGC Office at least once per quarter; and
 - (f) After final bill is paid, submit it for reimbursement to WYDOT LGC Office with Completion and Acceptance Certificate
 - (iii) **Responsibility of WYDOT.** WYDOT will:
 - (a) Assist with consultant selection process;
 - (b) Review plans and specifications for compliance prior to advertisement;
 - (c) Review bid tabulations prior to project being awarded;



- (d) Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
- (e) Ensure project acceptance and completion and process final reimbursement

B. Period of Performance. The Period of Performance shall be thirty-six (36) months from that date of Federal Award and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The Sponsor shall commence and complete the project in a professional, economical and efficient manner by December 31, 2022 (Period of Performance) as indicated in the Term of Agreement Section above. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing to WYDOT's LGC Office. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Sponsor shall return to WYDOT any and all federal funds that have been paid to the project Sponsor.

C. Design Review and Approval and Consultant Selection. All project designs to include engineering, architectural and landscape architectural plans, specifications and required federal provisions (Contract Documents) shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or the Transportation Act Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT LGC. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT LGC Office shall receive a copy of such plans and project Contract Documents and review and approve the same prior to the Sponsor's proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (CFR) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States Code (U.S.C.) 1101 *et seq.* with guidance included in WYDOT Operating Policy 40-1.



D. Federal and State Required Contract Provision. The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

- (i) Environmental Documentation: Contract Documents shall include the appropriate level of environmental review and analysis in accordance to 23 CFR 771, to include mitigation assessment where required.
- (ii) National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.
- (iii) Design Exceptions: Contract Documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
- (iv) Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.
- (v) Buy America Provisions: requires the use of American steel and iron products, when specified in accordance to 23 CFR 635.410.
- (vi) Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
- (vii) Required Federal Contract Provisions: Attachment C, FHWA Form 1273 provisions, which are attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.
- (viii) Contractor and subcontractor Certification for Suspension and Debarment.
- (ix) Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during



the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.

- (x) **Labor Rates:** Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
 - (xi) **Equipment/Materials/Labor Cost Determination:** unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
- E. **Prohibited Interest.** No member, officer or employee of the Sponsor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- F. **Project Abandonment.** Should the Sponsor abandon the project prior to completion, or if the project is not let to construction within two (2) years of the completion of the design due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
- G. **Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the Sponsor and are not reimbursable under this award, unless the Sponsor has a WYDOT approved Indirect Cost rate.
- Project administration costs incurred on activities related directly to any professional services to include Architectural/Engineering (A/E) contracts entered into for this individual award are eligible for reimbursement under this program on an eighty to twenty (80/20) percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project— eighty percent (80%)— shall be submitted on WYDOT LPA Cost Reimbursement Form, signed by the authorized Sponsor representatives and approved by the WYDOT LGC Office.
- H. **Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for



project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Sponsor shall make recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.

- I. Project and Final Inspections.** Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor's representative on the final inspection. Prior to the final payment (normally the final ten (10) percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116—Final Settlement and Payment. Additionally, the Sponsor shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.
- J. Project Funding.** Federal funding for this project shall not exceed eighty thousand dollars (\$80,000.00). In accordance with WYDOT's policies, a program match requirement of eighty percent (80%) of federal and twenty percent (20%) local share of the project costs shall apply. Project total cost exceeding project estimate of one hundred thousand dollars (\$100,000.00) (including local match) shall be borne by the Sponsor.

TAP is funded on a reimbursement basis. No funds shall be paid by WYDOT prior to being paid first by the Sponsor. All requests for payment must be submitted to WYDOT's LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Sponsor. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Sponsor. The Cost Principles found in 2 CFR 200 – Subpart E apply to this award. WYDOT will make payment to the Sponsor within thirty (30) days of receipt of a complete and approved reimbursement request.

Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three (3) months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Sponsor shall notify WYDOT's LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds,



WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The Sponsor may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Sponsor. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4(A) of this Agreement. If the Sponsor accepts the donation of land, the land value used to offset the match may not exceed the twenty percent (20%) match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

- K. Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Sponsor.
- L. Public Interest Finding.** If the Sponsor elects to use force account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Sponsor to make a finding in the public interest. In inquiry into the public interest finding cannot exceed fifty thousand dollars (\$50,000.00). Requests for Force Account Work shall be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the Sponsor must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Sponsor's Project Packet). WYDOT Form LGC-PIF must be submitted by the Sponsor for approval by the WYDOT LGC Office.
- M. Records Retention.** The Sponsor shall keep records and audit reports on file for three years after the project is complete.
- N. Restrictions, Prohibitions, Controls and Labor Provisions**



- (i) **Equal Employment Opportunity.** In connection with the carrying out of the Project, the Sponsor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Sponsor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (ii) **Disadvantaged Business Enterprise Requirements.**
 - (a) **Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises (DBE), defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 - (b) **DBE Obligation.** The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
- (iii) **Title VI Civil Rights Act of 1964.** The Sponsor shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Sponsor pursuant thereto.
- (iv) **Compliance with Elderly and Disabled Regulations.** The Sponsor shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.

O. Right-of-Way and Utilities. Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT LGC Office a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Sponsor's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with: Wyo. Stat. § 1-26-501, *et seq.*—the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real



5. **Special Provisions**

- A. **Assumption of Risk.** The Sponsor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Sponsor's failure to comply with state or federal requirements. WYDOT shall notify the Sponsor of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Sponsor must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. **Environmental Policy Acts.** The Sponsor agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking:** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Sponsor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Sponsor breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The Sponsor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.



- F. Limitations on Lobbying Activities.** By signing this Agreement, the Sponsor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sponsor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The Sponsor and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- G. Mandatory Disclosures.** Per 2 CFR 200.113, the Sponsor must disclose, in a timely manner, in writing to WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the Sponsor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the Sponsor to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- J. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. Publicity.** Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor and related to the services and work to be performed under this Agreement, shall



identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

- L. Suspension and Debarment.** By signing this Agreement, the Sponsor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Sponsor agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. Administration of Federal Funds.** The Sponsor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- N. Copyright License and Patent Rights.** The Sponsor acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Sponsor purchases ownership using funds awarded under this Agreement. The Sponsor must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. Federal Audit Requirements.** The Sponsor agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Sponsor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Sponsor shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.
- P. Non-Supplanting Certification.** The Sponsor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Sponsor should be able



to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

- Q. Program Income.** The Sponsor shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

6. General Provisions

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Sponsor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement. The Sponsor shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Sponsor which are pertinent to this Agreement. The Sponsor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty



shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The Sponsor shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Certificate of Good Standing.** The Sponsor shall provide to WYDOT a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that the Sponsor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. The Sponsor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's Office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The Sponsor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Contract shall be kept confidential by the Sponsor unless written permission is granted by WYDOT for its release. If and when Sponsor receives a request for information subject to this Agreement, Sponsor shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- J. Entirety of Agreement.** This Agreement, consisting of seventeen (17) pages; Attachment A, Project Description, consisting of one (1) page(s); Attachment B, Map, consisting of one (1) page(s); Attachment C, Form FHWA-1273, consisting of fourteen (14) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- K. Ethics.** The Sponsor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Sponsor's profession.
- L. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.



Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- M. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. Independent Contractor.** The Sponsor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Sponsor shall be free from control or direction over the details of the performance of services under this Agreement. The Sponsor shall assume sole responsibility for any debts or liabilities that may be incurred by the Sponsor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sponsor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Sponsor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the Sponsor's agents or employees as a result of this Agreement.
- P. Insurance Requirements.** Sponsor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- Q. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.



- R. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sponsor in the performance of this Agreement. Upon termination of services, for any reason, the Sponsor agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WYDOT's verified receipt of such information, the Sponsor agrees to physically and electronically destroy any residual WYDOT-owned data, regardless of format, and any other storage media or areas containing such information. The Sponsor agrees to provide written notice to WYDOT confirming the destruction of any such residual WYDOT-owned data.
- S. Patent or Copyright Protection.** The Sponsor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Sponsor or its subcontractors will violate any such restriction. The Sponsor shall defend and indemnify WYDOT for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- U. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.



- W. Taxes.** The Sponsor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail. This Agreement may be terminated by WYDOT immediately for cause if the Sponsor fails to perform in accordance with the terms of this Agreement.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- BB. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Sponsor of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT. The Sponsor's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to WYDOT within five (5) business days shall be considered a material breach and may result in immediate termination of the Agreement by WYDOT.

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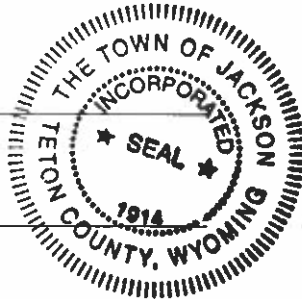


7. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

Sandra J. Scott
Name
Town Clerk
Title



Town of Jackson:

By: Pete Muldoon
Pete Muldoon, Mayor
2-18-2020
Date

(SEAL)

ATTEST:

By: Sandra J. Scott
Sandra J. Scott, Secretary

Transportation Commission of Wyoming



WYOMING DEPARTMENT OF
TRANSPORTATION:

By: Keith R. Fulton
Keith R. Fulton, P.E., Assistant Chief
Engineer - Planning and Engineering

3-3-2020
Date

Approved as to form:

By: Alysa Goldman #198252
Alysa Goldman
Assistant Attorney General
State of Wyoming
12/2/19

Date agreement prepared: November 13, 2019



Brief Project Summary:

Outline the need for the project and the benefits of the project:

Snow King Ave. is the primary bicycle route across the Town of Jackson, averaging more than 800 trips per day and providing a critical link between the east half of town (including downtown, Snow King resort, employment centers, and residential areas) to the start of the Garaman Pathway by the Post Office on the west side of town. The Garaman Pathway is the entry point to the extensive network of pathways that allows people to travel safely throughout the valley by walking and biking, and it provides direct connections to the K-12 school campuses, residential areas, recreational trails, parks, jobs, and numerous commercial destinations including dining, grocery stores, and services. Snow King Ave. currently has striped bike lanes along most of its length which are converted seasonally to protected bike lanes that offer safe and comfortable options for cyclists of all ages and abilities. There are also good sidewalks that provide safe pedestrian access. However, this connection falls apart along the 3-block stretch from the end of Snow King Ave. (the intersection of Scott Lane/Snow King Ave.) to the start of the Garaman Pathway. In this section, there is very little space for even striped bike lanes, and the current lanes are undersized. Two intersections are very difficult to cross. At the Scott Lane/Maple Way intersection, there is a tight right turn where cyclists get pinched by right turning vehicles. Sidewalks and curb ramps do not meet ADA. Based on prior planning and public outreach, the section is a known obstacle to people who wish to walk or bike for transportation but are concerned about their safety. The project proposes to plan and design improved bike lanes, intersections, and sidewalks (including ADA upgrades) for pedestrians and cyclists to improve safety and create a continuous connection to the larger pathway system that is safe and comfortable for users of all ages and abilities.

Attachment B: Map

Project Sponsor: Town of Jackson

Project area shown from the end of Snow King Ave. at Scott Lane (east terminus) to the intersection of Maple Way and Elk Run Lane (west terminus), where the Garaman Pathway starts.

Known safety and ADA issues:

1. Curb ramps do not comply with ADA
2. Sidewalk does not meet ADA (driveway exceeds 2% cross slope)
3. Pinch point where vehicles encroach into bike lane and cyclists get squeezed
4. Confusing intersections that are difficult to cross for cyclists, pedestrians, and motorists
5. Bike lanes are less than standard width and cyclists are crowded by vehicles



REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SUPPLEMENTARY DOCUMENT
FOR
FHWA-1273 – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

Title 46 - Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381 .7- Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE-U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments

originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment 3 of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Regular- Consent
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Thaw Well Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

To consider entering into a Thaw Well Agreement Between the Town of Jackson and Lockhart Cattle Company, LLC.

Requested Action.

To approve and authorize the Mayor to execute a Thaw Well Agreement Between the Town of Jackson and Lockhart Cattle Company, LLC as presented.

Recommendations.

Staff recommends approval.

Background.

The Town owns and operates a thaw well located within Flat Creek and north of the bridge on High School Road, which is used for pumping warm water into Flat Creek ("Creek"). The thaw well subject to this agreement works in concert with other thaw wells within the Town of Jackson to address ice formation and associated flooding.

Analysis.

The proposed agreement generally provides as follows:

- Town Thaw Well Obligation: Town agrees not to remove and to continue to operate the Thaw Well for the Term of this Agreement.
- Thaw Well Activation. LCC acknowledges that Town has exclusive ownership and control of the Thaw Well. LCC agrees that the Thaw Well will be activated in accordance with the SCADA system, as set and established at the sole discretion of the Town, consistent with Thaw Well # 2 upstream. LCC, its employees, agents, and contractors, shall not interfere with the Town, its employees, agents, or contractors, with respect to the activation schedule and operation of the Thaw Well. All communication by LCC regarding the Thaw Well, specifically including its activation schedule and operation, shall be to and with the Town, not the third-party contractor.
- Payment.
 - The Town will pay:
 - 100% of the cost of SCADA system acquisition.
 - 100% of the cost of employing a third-party contractor for the Thaw Well.
 - 100% of the cost of water quality testing, which testing is mandated by the State of Wyoming.
 - LCC will pay, within 30 days of issuance of a Town invoice:
 - 50% of the cost of the electricity used to operate the Thaw Well.
 - 50% of the cost of the operation, repair, replacement, maintenance, and routine upkeep of the Thaw Well and SCADA system.

The proposed term of the agreement shall be for 3 years.

Possible Alternatives.

The Town could choose to not enter into the agreement or to modify the agreement as desired.

Comprehensive Plan & Priority Alignment.

N/A

Fiscal Impact.

As described above and in the proposed agreement.

Staff Impact.

Staff has spent approximately 8 hours in meetings negotiating the agreement, along with preparing the agreement and staff report.

Attachments

Thaw Well Agreement Between the Town of Jackson and Lockhart Cattle Company, LLC

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

I move to approve, and authorize the Mayor to execute, a Thaw Well Agreement Between the Town of Jackson and Lockhart Cattle Company, LLC as presented.

Thaw Well Agreement Between the Town of Jackson and Lockhart Cattle Company, LLC

This Thaw Well Agreement (“**Agreement**”) is made and entered into to be effective as of the date last signed below (“**Effective Date**”), between the Town of Jackson, a Wyoming municipal corporation (“**Town**”) and the Lockhart Cattle Company, a Wyoming limited liability company (“**LCC**”).

WHEREAS, the Town owns and operates a thaw well located within Flat Creek and north of the bridge on High School Road, as set forth with in Exhibit A, attached hereto and made a part hereof (“**Thaw Well**”), which is used for pumping warm water into Flat Creek (“**Creek**”); and

WHEREAS, the Town retains all rights over and exclusive control of the Thaw Well, including the right to remove and decommission the Thaw Well at any time; and

WHEREAS, the Thaw Well is operated by the Town via the supervisory control and data acquisition computer system (“**SCADA**”), administered by a third-party contractor, which is currently Alder Environmental, LLC, but which may change at the sole discretion of the Town. Pursuant to SCADA, the Thaw Well automatically turns on when the monitoring equipment thereof detects the ambient air temperature has reached a pre-determined threshold, and thereafter operates on a predetermined SCADA schedule; and

WHEREAS, LCC owns property through which the Creek runs that lies south of the Thaw Well, as set forth on Exhibit B, attached hereto and made a part hereof, and desires to have the Thaw Well turned on for its private benefit; and

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, including the above Recitals, the parties hereto agree as follows:

1. Town Thaw Well Obligation: Town agrees not to remove and to continue to operate the Thaw Well for the Term of this Agreement.
2. Thaw Well Activation. LCC acknowledges that Town has exclusive ownership and control of the Thaw Well. LCC agrees that the Thaw Well will be activated in accordance with the SCADA system, as set and established at the sole discretion of the Town, consistent with Thaw Well # 2 upstream. LCC, its employees, agents, and contractors, shall not interfere with the Town, its employees, agents, or contractors, with respect to the activation schedule and operation of the Thaw Well. All communication by LCC regarding the Thaw Well, specifically including its activation schedule and operation, shall be to and with the Town, not the third-party contractor.
3. Payment.
 - a. The Town will pay:
 - i. 100% of the cost of SCADA system acquisition.
 - ii. 100% of the cost of employing a third-party contractor for the Thaw Well.
 - iii. 100% of the cost of water quality testing, which testing is mandated by the State of Wyoming.
 - b. LCC will pay, within 30 days of issuance of a Town invoice:
 - i. 50% of the cost of the electricity used to operate the Thaw Well.
 - ii. 50% of the cost of the operation, repair, replacement, maintenance, and routine upkeep of the Thaw Well and SCADA system.

4. Term. The term of this Agreement shall be 3 years, commencing on the Effective Date. After the first year of this Agreement, either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of its intent to terminate; provided, however, that if LCC initiates termination, all costs incurred prior to the date on the notice of termination shall be due and owing to Town.

5. Miscellaneous.

- a. *Entire Agreement; Modification*. This Agreement constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous understandings, representations, and statements preceding its date shall not be binding upon either party, except to the extent incorporated herein. This Agreement may only be amended by written agreement duly executed by both parties.
- b. *Binding Effect*. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- c. *Assignment*. Neither party shall assign this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other.
- d. *Notice*. All notices and communications required or permitted hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, to each party at the respective address below. Any notice or communication shall be considered given on the date of receipt. Rejection, other refusal to accept, or inability to deliver because of changed address of which proper notice was not given, shall be deemed to be receipt of the notice or communication.

Town

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

LCC

Lockhart Cattle Company
Attn: Kelly Lockhart
PO Box 2812
Jackson, WY 83001

- e. *Governing Law*. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming.
- f. *Governmental Immunity*. The Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
- g. *Recitals*. The recitals of this Agreement are incorporated herein and made a part of hereof with the same force and effect as if they were herein repeated fully and at length.

Town of Jackson

By: _____
Hailey Morton-Levinson, Mayor
Dated: _____

Attest: _____
Riley Taylor, Town Clerk

Lockhart Cattle Company, LLC

By: _____
Kelly Lockhart, Manager
Dated: _____

Exhibit A

High School Thaw Well Location

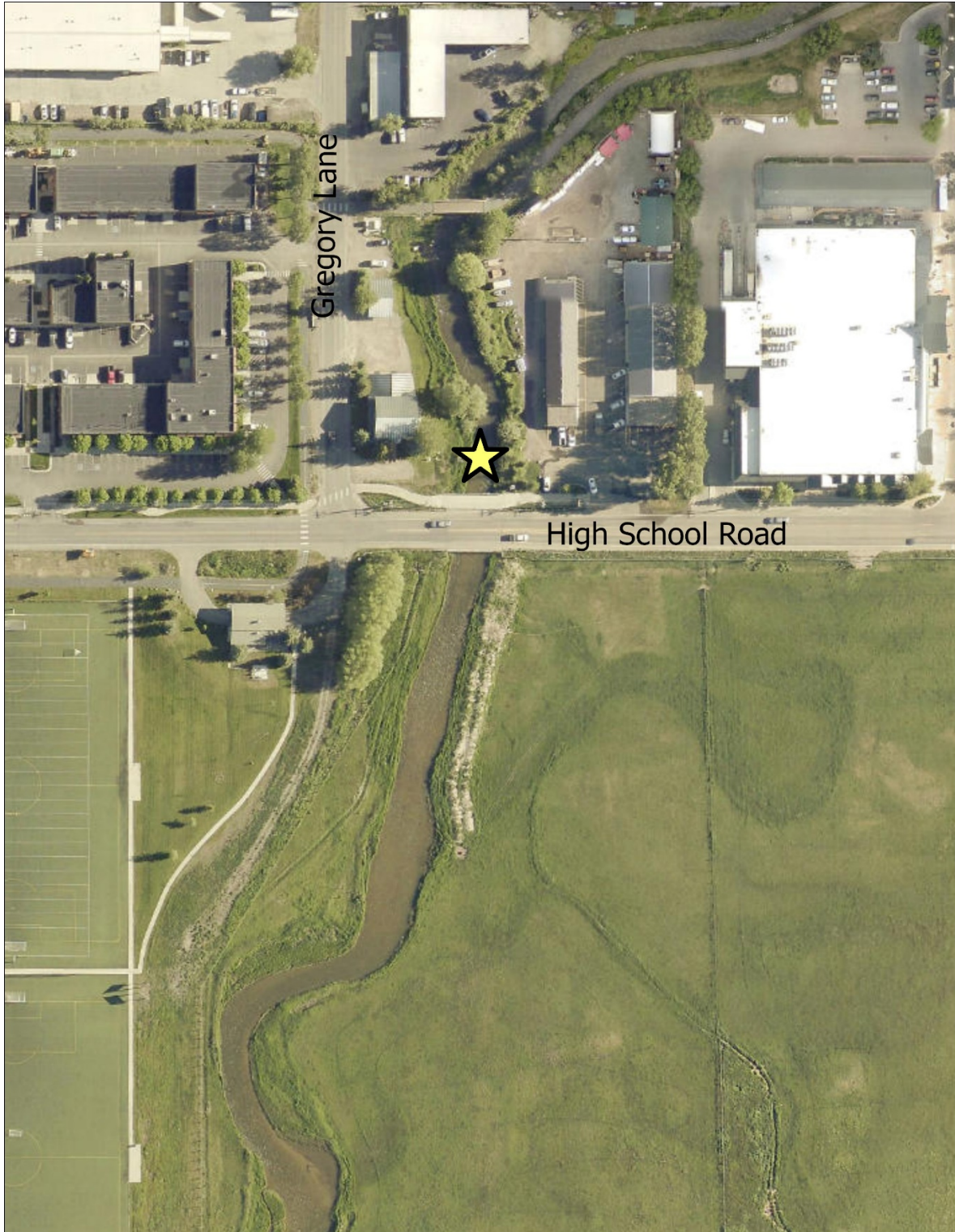


Exhibit B

Flat Creek Location on Lockhart Ranch



STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Regular - Consent
Submitting Department:	Joint Affordable Housing	Presenter:	April Norton
Agenda Item:	Surplus Property at 400 W. Snow King Ave.	Public Comment:	Yes

Purpose & Policy Considerations.

Pursuant to Town Policy, to dispose of surplus property valued under \$500, the items must first be declared surplus by Town Council.

Requested Action.

Staff requests that Council declare the listed items as surplus property. Housing staff will then advertise the items to the public for relocation/reuse.

Recommendations.

Staff recommends declaring all listed items as surplus property.

Background.

The green exhibit hall located at 400 W. Snow King Avenue is slated for demolition as part of the Flat Creek Apartments development. Before the building is demolished, staff seeks to relocate/reuse materials from the building, including:

- Decorative barn feature: stained wood façade used historically as decoration
- Kitchen island, cabinets, and countertops
- Metal range hood
- Metal three-basin sink
- Bathroom sinks (8)
- Toilets (5)
- Urinals (2)
- Bathroom stalls (5)
- Mounted heaters (3)
- Garage Door
- Corrugated metal siding
- Interior doors

Analysis.

Housing Department staff estimate it will cost about \$3,000 to take the surplus items to the dump. This estimate is based on information from local contractors.

Possible Alternatives.

Council may choose to dispose of all items as part of the building demolition.

Comprehensive Plan & Priority Alignment.

Principle 2.4 – Increase energy efficiency in buildings.

- Policy 2.4.c: Use and reuse construction material sustainably

Fiscal Impact.

If all items are relocated from the building, cost savings are estimated at \$3,000.

Staff Impact.

Housing staff have spent one hour on this item.

Attachments or Links.

None.

Suggested Motion.

I move to declare all items in located in the green exhibit hall located at 400 West Snow King Avenue as surplus material and direct staff to advertise the materials to the public for relocation and reuse.

STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Regular - Consent
Submitting Department:	START	Presenter:	Bruce Abel, Interim Director
Agenda Item:	Grand Targhee Resort Contracted Bus Service	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to request Town Council approval of the attached Agreement between the Town of Jackson and Grand Targhee Resort for the provision of contracted bus service serving the communities of Victor and Driggs, Idaho and the Grand Targhee Resort ("Agreement").

Requested Action.

Approve entering into the attached Agreement to provide contracted public transit shuttle bus service on behalf of START for a two -year period beginning with the 2022-2023 winter season.

Recommendations.

The START Board recommended approval of the attached Agreement at the regularly scheduled START Board meeting held on October 27, 2022.

Background.

In 2017, START received a request from the City of Driggs, Idaho to transfer grant administration activities from the Town of Driggs for Federal Transit Administration (FTA) 5311 operating funds awarded for the provision of transit service operating between the City of Driggs and Grand Targhee Resort located in Teton County, Wyoming. The rationale given for this request was that the City of Driggs was not a transportation provider and Grand Targhee Resort was not eligible to apply for grant funding. The Jackson Town Council and Teton County Commissioners considered the request at a Joint Information Meeting (JIM) convened on September 11, 2017. Discussion between the Joint Boards and START staff included conversation surrounding the additional workload that would be required, application for FTA funding from Idaho since a part of the services were provided in Idaho, additional staff hours for staff to administer the grants, RFP and contracting requirements for contracting out service delivery, rider fare issues and other issues. There was no public comment received at the time. The Town and the County approved the request for START to accept grant administration activities for FTA 5311 Operating funds for the City of Driggs beginning with the October 1, 2018, FTA federal fiscal year. START has been managing and administering the process since then.

In the Fall of 2018, START issued START/TOJ RFP #19-07 for the "Operation of Commuter Bus Service" serving the Grand Targhee Resort from the City of Driggs. While several potential proposers indicated interest, only one proposal was received. The one proposal was submitted by Grand Targhee Resort. On January 3, 2019, START staff requested that Jackson Town Council approve an Agreement with the Grand Targhee Resort to provide "Commuter Bus Service" between the City of Driggs, Idaho and the Grand Targhee Resort. The initial Agreement terminated on September 30, 2020, and two subsequent one (1) year renewal options expired on September 30, 2022.

On August 4, 2022, START issued Request for Proposal (RFP) #22-2 for “the Provision of Commuter Bus Service” for the provision of employee and public shuttle bus service between the City of Driggs, ID and Grand Targhee Resort. Proposals were due by 4:00 PM on September 2, 2022. One proposal was received by the submittal deadline. The one proposal was submitted by Grand Targhee Resort.

Analysis.

Staff reviewed the proposal submitted by the Grand Targhee Resort for the provision of contracted shuttle bus service between the communities of Victor and Driggs, Idaho and the Grand Targhee Resort and considered the submittal to be adequate to meet the requirements set forth in the RFP.

Staff notes that the Town and County should include grant oversight as part of the Regional Transportation process currently underway.

Possible Alternatives.

- 1) Do not approve entering into the Agreement. This would result in no public bus service being provided between the communities of Victor and Driggs, Idaho and the Grand Targhee Resort. Grand Targhee has already begun the process of preparing to deliver shuttle bus services effective with the beginning of the winter 2022-23 season. FTA section 5311 grants to fund the delivery of the service have already been secured and are in place to support the provision of the service.

Comprehensive Plan & Priority Alignment.

Section 2. Climate, Sustainability through Energy Conservation

- Principle 2.3- reduce energy consumption through transportation. Transportation accounts for approximately 80% of the total carbon emissions in the community.

Section 7. Multimodal Transportation

- Principle 7.1- Meet future transportation demand through the use of alternative modes. Alternative Transportation means a transportation system that includes transit, bicycle, and pedestrian modes which offer alternatives to private motor vehicle travel for many trips.
- Principle 7.2. Create a safe, efficient, interconnected multi-modal transportation network.

Fiscal Impact.

None. No funding is provided by either START/ Town of Jackson or Teton County.

Funding for the provision of the Grand Targhee Resort “Commuter Bus Service” is provided through an FTA Section 5311 Operating Assistance grant administered through the State of Idaho Transportation Department of Transportation (ITD). Local Match funds are provided by the Grand Targhee Resort.

Staff Impact.

The oversight of the contracted bus service between the communities of Victor and Driggs, Idaho and the Grand Targhee Resort requires a relatively major commitment of staff time. Town Finance Department staff along with START staff are involved in the preparation and submittal of grant applications and requests for reimbursement of eligible expenses incurred in the delivery of the service in order to secure the reimbursement of FTA Section 5311 funds. In addition, START staff must perform oversight of the contracted service provider in order to assure compliance with the myriad of federal requirements that are associated with the receipt of federal funds to support the service. A recent review of START oversight activities of this

project performed by the Idaho ITD highlighted a number of oversight issues that have been outstanding since the performance of a 2019 ITD review. These compliance issues will need to be addressed and remedied in the near future in order to maintain eligibility for receipt of future federal funding.

Attachments or Links.

- Agreement Between the Town of Jackson, Wyoming and Grand Targhee Resort, LLC for the Operation of Commuter Bus Service, including its three exhibits:
 - Exhibit A- START/Town Request for Proposals
 - Exhibit B-Vendor Proposal Response
 - Exhibit C- Federal Clauses

Suggested Motion.

I move to approve the *Agreement between the Town of Jackson and Grand Targhee Resort, LLC for The Operation Of Commuter Bus Service* and authorize the mayor to execute the necessary document(s), subject to minor changes by staff.

**AN AGREEMENT BETWEEN THE TOWN OF JACKSON, WYOMING AND GRAND TARGHEE RESORT, LLC
FOR THE OPERATION OF COMMUTER BUS SERVICE**

THIS AGREEMENT is made the _____ day of _____, 2022 by and between the Town of Jackson, Wyoming, 150 East Pearl Avenue / PO Box 1687 Jackson, Wyoming 83001 (**TOWN**) and Grand Targhee Resort, LLC, 3300 E Ski Hill Road Alta, WY 83414 (**VENDOR**).

WITNESSETH:

The **TOWN** and the **VENDOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Agreement. This Agreement between the TOWN and the VENDOR include the following documents which are attached hereto and incorporated herein by their reference:

AGREEMENT DOCUMENT(S)

Exhibit A – TOWN Request for Proposals

Exhibit B – VENDOR Proposal Response

Exhibit C – Federal Clauses

The undersigned VENDOR hereby represents that it has carefully examined all documents attached hereto, specifically including all specifications and requirements of the Request for Proposal, and will perform all requirements, pursuant to all covenants and conditions, as provided by this Agreement and any attachments. The VENDOR further acknowledges that the price set forth in Exhibit A includes all costs and expenses required for the satisfactory completion of all requirements provided by this Agreement. The

2. Term. The term of the Agreement shall commence on the date written above and shall terminate on _____. Thereafter, this Agreement shall renew for two one (1) year renewal options, at the mutual agreement between the VENDOR and the TOWN. The continuation of this Agreement is contingent upon the continuance of Federal funding through the term and both renewal options. If funding ceases for any reason from the Federal level to TOWN, this Agreement is immediately terminated. This Agreement is also contingent upon VENDOR: if VENDOR fails to meet its Federal Transit Administration match requirements and/or if the VENDOR closes or ceases its operations the Agreement is immediately terminated.
3. Assignment. The VENDOR shall not, without prior written consent of the TOWN, assign any portion of its interest under this Agreement and, specifically, the VENDOR shall not assign any moneys due or to become due without the prior written consent of the TOWN.
4. Indemnity. The VENDOR shall defend, indemnify, and save harmless the TOWN, its officers, agents, and employees, from or on account of any liabilities, damages, losses, and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the TOWN), recklessness or intentional wrongful misconduct of the VENDOR and any persons employed or utilized by the VENDOR in the performance of the Agreement. VENDOR agrees that negligent, reckless, or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses, or costs caused by or on account of the use of any improper materials. VENDOR agrees that negligent, reckless, or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or Town laws, by-laws, ordinances or regulations by the VENDOR, its agents, servants, or employees. VENDOR further agrees to defend, indemnify and save harmless the TOWN from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the TOWN on account of any claims, fees, royalties, or

costs for any invention or patent, and from any and all suits and actions that may be brought against the TOWN for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation. The indemnification provided above shall obligate the VENDOR to defend at its own expense or to provide for such defenses, at the TOWN'S option, for any and all claims or liability and all suits and actions of every name and description that may be brought against the TOWN which may result from the operations and activities under the Agreement performed by the VENDOR, its agents or employees. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

5. Notices. All notices, requests, demands, and other communication must be provided either personally delivered (at which time it is deemed received) or mailed via certified mail with return receipt requested (deemed received 3 days after mailing) to the addresses above.
6. Execution. This Agreement shall be null and void unless signed by both the VENDOR and the TOWN.
7. General Terms.
 - a. *Additional Acts.* Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
 - b. *Entire Agreement; Modification.* This Agreement and the documents attached hereto and listed above constitute the entire agreement between the TOWN and the VENDOR and may only be altered, amended or repealed by a duly executed written instrument.
 - c. *Binding Effect.* The TOWN and the VENDOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, conditions and obligations contained in the Agreement.
 - d. *Jurisdiction; Construction.* This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
 - e. *Immunity.* The TOWN does not waive its immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
 - f. *Severability.* This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, state or federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable
 - g. *Authority.* Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 - h. *Electronic Signatures.* A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect

as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

- i. *Counterpart's Digital Signatures.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original having identical legal effect, and all of which together constitute the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

TOWN OF JACKSON
A Wyoming Municipal Corporation

GRAND TARGHEE RESORT, LLC
A Delaware LLC

By: _____

Hailey Morton Levinson

By: _____

Geordie Gillett, General Manager

ATTEST: _____

Riley Taylor, Town Clerk



REQUEST FOR PROPOSAL (RFP)

START RFP #22-2

Teton Valley, Idaho / Grand Targhee Resort
Commuter Bus Service

TYPE OF PROPOSAL: Employee and Public Shuttle Bus Service

SUBMISSION DEADLINE: **4PM MST, FRIDAY September 2, 2022**

START BUS:

55 KARNS MEADOW DRIVE
JACKSON, WY 83001

MAILING ADDRESS:

TOWN OF JACKSON / START Bus
P.O. BOX 1687
JACKSON, WY 83001

August 4, 2022

GENERAL INFORMATION

A. General

1. Southern Teton Area Rapid Transit (START) is the Transit Division of the Town of Jackson (TOJ). The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Vendors (also referred to as Proposers, Firms or Contractors) to provide turn-key fixed-route transit bus service in Teton Valley, Idaho, generally between Driggs, Idaho; Victor, Idaho and the Grand Targhee Resort. The project encompasses the provision of all necessary administrative activities, driver and maintenance labor and services necessary to provide the transit services specified herein.
2. Vehicles to be used in the provision of Grand Targhee Resort shuttle bus service shall be provided to the selected Contractor.

- B. Addenda to RFP. In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposer to make an adequate interpretation of the provisions of this RFP, an addendum to the RFP will be provided to each recipient of this RFP.

- C. Inquiries. Questions about START and this RFP shall be directed, **in writing**, to:

Bruce Abel, Interim Transit Director
 Southern Teton Area Rapid Transit (START)
 PO Box 1687 (mail)
 55 Karns Meadow Drive (hand delivery)
 Jackson, WY 83001
babel@jacksonwy.gov

1. From the issuance date of this RFP until the Contract is executed and issued to the selected Contractor, Bruce Abel, Interim Transit Director, is the point of contact for START and START's project team members concerning this RFP.

THIS PROJECT IS PARTIALLY FUNDED BY A FEDERAL GRANT. START RESERVES THE RIGHT TO
 REFUSE ANY AND ALL BIDS

This project is partially funded by a Federal Transit Administration (FTA) grant. Thus, START/TOJ, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally –assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.

1.0 Proposal Information and Requirements

1.01 Submittal Requirements

To be considered, interested parties must submit by the September 2, 2022 deadline, a proposal package that includes the following:

1. Cover Letter
 - a. Proposer introduction with contact information.
 - b. Proposal Worksheet certifying that the representative of the Vendor is authorized to legally bind the Vendor.
 - c. Certification and Restrictions on Lobbying
 - d. Certification regarding Debarment
2. Project Understanding
 - a. Project Management methodology including knowledge of requirements, system characteristics and unique aspects of the proposed Grand Targhee shuttle bus service.
3. Experience
 - a. Description of the Firm's experience providing similar transit shuttle projects.
4. Project Team
 - a. List of team members (full-time, part-time and contractor staff, if applicable) including qualifications and experience.
 - b. List of subcontractors and their staff.
 - c. Organizational chart for the proposer's staff assigned to this project and, if the proposal is submitted on behalf of a team of firms, please describe the relationship between the firms (prime and subcontractors, joint venture etc.) and how project activities will be managed.
5. Acceptance of FTA requirements, included as Attachment C
6. Statement of Financial Capabilities
7. Schedule
 - a. Include timeframe for activities leading up to project launch ("go-live").
8. Cost/Project Budget shall include:
 - a. All costs including one-time implementation costs, training cost, maintenance, and ongoing annual costs.

- b. Pricing must be valid for 90 days.

1.02 Communications

Requests for additional information or documents from START in order to respond to the RFP must be received in writing/via email no later than 4:00 PM prevailing Mountain time Friday, August 12, 2022. Questions can be submitted at babel@jacksonwy.gov with a copy to hsjoberg@jacksonwy.gov. All information and documents provided by START will be posted on the START's website at [Bid Posting](#). Any oral communications will be considered unofficial and non-binding on START.

1.03 Process and Timeline for Selection

A contractor selection committee will review the proposals. The committee may select prospective contractors for further consideration or may directly select and negotiate for a scope of service with the leading candidate. If more than one contractor is considered, then interviews may be conducted, or additional information requested. The schedule is contingent upon START's project schedule and may be changed at any time. It is anticipated that the selection process will proceed on the following schedule:

August 4, 2022 (Thursday) – RFP released

RFP posted and noticed.

August 12, 2022 (Friday) – Deadline for RFP questions or clarifications

Questions must be received by 4:00 pm prevailing Mountain time August 12, 2022. This represents the end of the "Inquiry Period".

August 19, 2022 (Friday) – START responses to RFP questions or clarifications

START will respond to questions or clarifications by Friday, August 19, 2022 via email sent to all firms that were sent and/or requested the RFP. Answers will also be posted on the START project website.

September 2, 2022 (Friday) – Deadline for RFP submittal

Submittals must be received at START by 4:00 pm, prevailing Mountain time, Friday, September 2, 2022. Submittals may be transmitted via e-mail or hard copy delivered by hand or delivery service (Fed/Ex, etc.) to Bruce Abel, Interim Transit Director, START Bus, 55 Karns Meadow Drive, Jackson, WY 83001, babel@jacksonwy.gov and a copy to hsjoberg@jacksonwy.gov. START cannot accept responsibility for delayed delivery of proposals so please plan accordingly.

September 9, 2022 (Friday) – Review and selection of candidates

The evaluation team will select proposer(s) from submittals received. This process will include review of submittals, references, and other information as necessary. START may conduct interviews with potential proposer if applicable. In making this selection, START reserves the

right to request from any responding entity to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal within the timeline requested by START. START also reserves the right to make a selection without conducting interviews.

September 22, 2022 – Award of contract

START will attempt to negotiate a satisfactory contract with a preferred contractor. If START determines, at its sole discretion, that the negotiation is not proceeding satisfactorily, START may terminate negotiation with the preferred contractor and begin negotiation with the second-place contractor, according to the evaluation criteria.

November 24, 2022 (Thanksgiving Day) – Start of Service

1.04 Proposal Submission

To facilitate processing, please clearly mark the outside of the proposal package as follows: **PROPOSAL FOR TETON VALLEY / GRAND TARGHEE RESORT TRANSIT BUS SERVICES**. The package shall also include the Vendor's return address.

Vendors shall submit an original of the proposal, as well as four (4) copies in a sealed package marked as noted above. The Vendor will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

START / TOWN OF JACKSON MUST RECEIVE ALL PROPOSALS BY 4:00 P.M. ON FRIDAY, September 2nd, 2022. Any proposal received after the established deadline will not be considered.

Vendors may withdraw their proposals by notifying START/TOJ in writing at any time prior to the deadline for proposal submittal. Once opened, proposals become a record of the Town and will not be returned to the Vendor.

1.05 Inquiries

Interested Vendors may contact START/TOJ regarding questions about the proposal at the START Facility located at 55 Karns Meadow Drive, PO Box 1687, Jackson, WY 83001, telephone (307) 733-4521 or to START Interim Transit Director, Bruce Abel at babel@jacksonwy.gov. All Vendors are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of START/TOJ through written communication prior to the opening of the proposals.

1.06 Delays

START/TOJ may delay scheduled due dates if it is to the advantage of START/TOJ to do so. START/TOJ will notify Vendors of changes in scheduled due dates by written addenda.

1.07 Addenda

If revisions become necessary, START/TOJ will provide written addenda to all Vendors who have received the Request for Proposal (RFP). All addenda issued by START/TOJ will include a receipt form, which must be signed and included with any proposals that are submitted to START/TOJ. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to START/TOJ.

1.08 Licenses

Vendors must furnish satisfactory evidence that they have licenses as required to do business in the States of Idaho and Wyoming, including but not limited to licenses required by respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the provider. A copy of the license(s) held by the Vendor must accompany the proposal. Any Vendor that is not fully licensed, certified, and insured shall be rejected.

1.09 START/TOJ Contact

The START/TOJ contact for this RFP will be START Interim Transit Director, Bruce Abel, PO Box 1687, 55 Karns Meadow Drive, Jackson, WY 83001, babel@jacksonwy.gov and the telephone number is (307) 733-4521 ext. 1650. Mr. Abel will take all questions and direct to appropriate staff for response.

1.10 Rules for Proposals

All proposals must be received no later than 4:00 P.M., on September 2, 2022. Whether a proposal is transmitted by US Mail or any other delivery medium, the Vendor(s) will be responsible for its timely delivery. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the Request for Proposal (RFP).

1.11 Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal (RFP) unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Jackson and the firm selected. START/TOJ reserves the right, in its sole discretion, to reject any or all proposals.

1.12 Development Costs

Neither the TOWN nor its representatives shall be liable for any expenses incurred in connection with preparation of the response to this Request for Proposal (RFP).

Vendors should prepare their proposals simply and economically, providing a straightforward and concise description of the Vendor's ability to meet the requirements of the Request for Proposal (RFP).

2.0 Proposal Worksheet & Required Forms

2.01 Proposal Worksheet

The undersigned, as Vendor, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Vendor further declares that he has examined the RFP, including the Advertisement, Request for Proposals, Specifications, including all Attachments, and has read all addenda prior to the opening of proposals, and is satisfied fully relative to all matters and conditions with respect to the work to which the Proposal pertains.

The Vendor proposes and agrees, if this Proposal is accepted, to contract with the Town of Jackson in the form of an agreement specified by the Town of Jackson and acceptable to both parties, to furnish all necessary materials, all equipment, supplies, and labor necessary to complete the work specified in the Proposal and the Agreement and called for by the Specifications and in the manner specified.

2.02 Required Forms

Please see the following three (3) forms to be reviewed, populated and returned upon submittal of proposal.

START / Town of Jackson

The hereby undersigned representative of the Vendor certifies that they are an authorized representative of the Vendor who may legally bind the Vendor:

*SIGNATURE: _____

Name: _____ Title: _____
Printed

Company Name: _____
Legally Registered Name

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

**Failure to affix signature will result in disqualification of proposal.*

Note: If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

Acknowledgment of Addendums

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Name of Vendor's Service Contact: _____

Address: _____

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Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date / /

Signature of notary and SEAL: _____

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GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,,
 2. Is for audit services, or,
 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official _____

Date, Name and Title of Contractor's Authorized Official: _____

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3.0 Selection & Contract

3.01 Final Selection

START/TOJ will select the firm that meets the best interests of START/TOJ, which may not be the lowest proposer. START/TOJ shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. START/TOJ decision(s) will be final.

3.02 Contract Awards

START/TOJ anticipates entering into an agreement with the Vendor who submits the proposal judged by START/TOJ to be most advantageous. START/TOJ anticipates awarding one agreement. The Vendor understands that the Request for Proposal (RFP) does not constitute an offer or an agreement with the Vendor. An offer or agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the START/TOJ, and executed by all parties.

START/TOJ reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals. START/TOJ reserves the right to cancel the Request for Proposal (RFP) or portions thereof without penalty. All terms and conditions of this Request for Proposal (RFP), any addenda, Vendor's submissions, and negotiated terms, are incorporated into the contract by reference as set forth herein.

3.03 Open Records

START is subject to the Wyoming Public Records Act (Wyoming Statutes 16-4-201 through 205). Any proposals submitted hereunder are subject to public disclosure by START pursuant to the Public Records Act.

3.04 Federal Clauses, Certifications, and Assurances

Attached as Attachment C.

4.0 Background & Scope of Services

Background

Southern Teton Area Rapid Transit ("START") is a Joint Powers transit system serving the Town of Jackson, Wyoming, Teton County, Wyoming and the surrounding areas. START serves over 1,000,000 riders a year (pre-pandemic) running seasonably varied bus service for residents and visitors. START was created by a Joint Powers Agreement (JPA) executed in 2001 between the Town of Jackson, Wyoming and Teton County, Wyoming. START is administered within the financial and administrative protocols of the Town of Jackson and this RFP will have numerous references to the Town of Jackson for that reason.

For context and background, please note that START:

- Serves over 1,000,000 (pre-pandemic) riders a year running seasonably varied bus service for residents and visitors.
- Is administered within the financial and administrative protocols of the Town of Jackson.
- Operates a 30-bus fleet, which is starting to be converted to battery-electric buses.
- Has recently been awarded a \$20 million BUILD grant for the US Department of Transportation to help implement facility, vehicle, and transit prioritization projects.
- Has recently implemented a Microtransit service (START-on-Demand) for East Jackson through a turn-key contract with Downtowner LLC.
- Has periodically employed contracted service providers to operate supplemental fixed route transit service during high demand periods.

START's route and service plan has been evolving over the past two years as START completed a five-year route development planning process in 2020. The implementation of the long-term vision has been delayed as START, similar to other transit agencies, made significant adjustments in 2020 due to COVID-19. None the less, the mid/long term vision for START service includes:

- ✓ TOWN SHUTTLE: The Town Shuttle operates on a 15 and 20-minute frequency year-round with service provided from 6 am to 10 pm daily.
- ✓ TETON VILLAGE: Service to Teton Village has been enhanced with new express service, greater frequency, increased late night trips and a new express service connecting the Stilson remote parking lot to Teton Village with 15-minute frequency during peak periods. Summer service will be increased in frequency as well as off season service.
- ✓ RAFTER J – MELODY/SOUTH PARK: This service is to be introduced to the Rafter J and Melody Ranch/South Park neighborhoods. It is anticipated that this service will be implemented as an On-Demand service.
- ✓ MICROTRANSIT: Microtransit (on-demand, van based) has been introduced to East Jackson with 10 – 15-minute trip fulfillment response using an app-based platform and on-demand service delivery model.
- ✓ COMMUTER: The existing four roundtrip bus commuter runs to Star Valley and Teton Valley are planned to be doubled to eight trips per day to each location in the future.
- ✓ GRAND TARGHEE RESORT: START Bus is the sponsor for Teton Valley / Grand Targhee

Resort Commuter Bus Service.

The existing Grand Targhee Resort Commuter bus service provides 7 day/week shuttle service for employees and public between Driggs, Idaho and Grand Targhee Resort, located 11 miles east of Driggs. The service has been funded through the 5311 non-urban program each year since 2013, following demonstration of the service in a 2012 pilot program. Grand Targhee Ski Resort has been the only service operator since inception.

Project Development Process

The City of Driggs was the original administrator of this operation until START assumed responsibility on October 1, 2018. START currently serves Teton Valley and provides commuter service between Teton County, Idaho and the Jackson Hole area.

Coordination with Local Stakeholders

Management of the Grand Targhee Commuter Shuttle will allow START Bus to improve coordination of service routes and schedules between the two services and within Teton County, Idaho in general.

This service will be contracted out to the most qualified proposer. Proposer qualifications will include appropriate staffing level, organizational capacity as well as sufficient experience in the provision of public transit service.

Local Match

One hundred percent of the required local cash match needed to obtain FTA 5311 operating funding has been obtained and provided by Grand Targhee Resort since inception of this service.

START Bus will conduct a monthly service interview with the contracted provider to identify any issues that may affect the efficiency of the service or safety of passengers.

4.1 Scope of Services

START/TOJ is soliciting proposals from qualified and licensed contractors to provide public transit commuter service 7 day/week for employees and public between Driggs, Idaho and Grand Targhee Resort located 11 miles east of Driggs, Idaho **as further described in Attachment "A"**.

The service will be provided WINTER season: **Thanksgiving Day thru 3rd week of April** and SUMMER Season: **Mid-June to Mid-September**.

The commuter shuttle service primarily meets the needs of low and very low income employees of Grand Targhee Resort who commute between Driggs and the resort. The shuttle also serves the general public's needs by providing service between Driggs and the resort as well as

between the high density housing (including subsidized affordable housing) on the north end of Driggs and along Ski Hill Road and the downtown Driggs shopping district and transit center. Residents may ride the Grand Targhee Resort shuttle to the Driggs Transit Center and transfer to the START Bus commuter route to Jackson, a major employment center for Teton County, Idaho residents.

Fares

The **VENDOR** shall be responsible for collecting, recording, accounting for and reporting rider fares.

Regulations

The **VENDOR** shall be responsible for the operations of bus services in accordance with:

1. Applicable federal, state, and local laws and regulations.
2. Necessary driver qualifications.
3. Equipment operating instructions issued by the OEM (original equipment manufacturer).
4. Compliance with FTA and Idaho Transportation Department (ITD) Drug and Alcohol testing requirements and Safety requirements. CONTRACTOR shall develop a safety plan meeting FTA requirement. At a minimum, the plan must include:
 - a. Strategies for identifying risks and minimizing exposure to hazards.
 - b. An adequately trained safety officer to report directly to the general manager or equivalent.
 - c. Performance targets based on the safety performance criteria above.
 - d. Staff training program.
5. START/TOJ passenger service policies as may be amended from time to time.

VENDOR, at **VENDOR**'s sole expense, may employ persons other than **VENDOR**'s employees to perform supplemental passenger assistance, marketing, information functions, passenger counts, or other similar duties. **VENDOR'S** employment of other persons for these duties does not relieve the **VENDOR** from performing these duties.

RFP Requirements

1. **PROPOSER QUALIFICATIONS:** Proposer should provide the following items as part of their proposal for consideration:
 - a. Description of firm
 - b. Description of experience in service operation
 - c. List of how many full-time, part-time, and contractor staff in your organization assigned to this project
 - d. Anticipated resources you will assign to this project (total number, role, title,

- experience)
- e. Project management methodology
- f. Location of vehicle storage facility
- g. Location where vehicle maintenance activities will take place

2. **RFP REQUIREMENTS:** The successful **VENDOR** must respond to this RFP by stating their understanding, experience, and approach to the following areas:

4.1.1 Training

VENDOR will establish and provide continuing training programs for all service employees who are working on the Teton Valley / Grand Targhee Commuter service. At a minimum, training shall include ADA lift, if an ADA lift is utilized, and secure training, sensitivity training, safety, and defensive driver training.

4.1.2 Non Scheduled Stops

Bus service vehicles shall not be used to pick-up or drop-off passengers or **VENDOR** employees at unscheduled locations without prior written authorization by the **START/TOJ**, except in case of emergency, equipment failure, or direction of civil authorities.

4.1.3 Vehicle Breakdown

VENDOR shall provide an additional vehicle in the event of a vehicle breakdown.

4.1.4 Vehicle Operators

VENDOR shall supply properly licensed and qualified personnel to operate vehicles meeting the following minimum requirements:

Fluent in speaking, writing and understanding English. Shall not have, within the last three (3) years:

- One or more Driving While Intoxicated (DWI) or Driving Under the Influence (DUI) convictions.
- Any conviction or plea of a competent court of jurisdiction recognized by the State of Idaho for leaving the scene of an accident.
- Two (2) or more chargeable accidents.
- Two (2) or more moving violations.

VENDOR shall actively monitor and forward to the **START/TOJ** vehicle operator records.

4.2 Code of Conduct

All employees shall avoid conduct unbecoming an employee. **VENDOR** shall set personnel policies prohibiting such actions. Examples of conduct unbecoming employees include, but are not limited to, the following:

- Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer or another employee.
- Any instance of belligerent or malicious behavior toward a customer or another employee.
- Eating in the presence of passengers or on shuttle buses.
- Smoking in the presence of passengers.
- Willful failure to assist customers.
- Willful destruction or damage to any local municipality property.
- Violation of uniform dress standards.
- Reckless or unsafe driving.

4.3 Employees and Subcontractors

All personnel provided by **VENDOR** and **VENDOR's** subcontractors involved in any aspect of the Operator Services shall be employees or contractors of **VENDOR** or its subcontractors and not of the **START/TOJ**. All such employees and subcontractors shall be subject to the direction, supervision and control of the **VENDOR** and not the **START/TOJ**.

4.4 Operations and Management Supervision

In addition to the rights and obligations stated elsewhere in the Request for Proposal (RFP), the **START/TOJ** shall have oversight of **VENDOR's** performance including:

- **Monitoring:** Monitoring the records, facilities, personnel, timetable adherence and equipment developed or used by **VENDOR** in the performance of its obligations under this Agreement.
- **Inspection and Removal:** Inspecting any equipment at any time, and remove from service any equipment, which in the CITY'S sole discretion, is in an unacceptable condition.
- **Temporary Service Adjustment:** At **START/TOJ** sole discretion, **START/TOJ** may direct **VENDOR** to cease operation, alter destination and/or alter the route of any bus or buses operated under this Agreement. **VENDOR** shall resume normal operation of any bus or buses only upon receipt of approval from the **START/TOJ**.
- **Employee Removal:** At **START/TOJ** sole discretion, **START/TOJ** may direct **VENDOR** to remove any service employee for conduct unbecoming an employee stated herein.

4.5 Experience

VENDOR shall have, at a minimum, three (3) years' experience providing bus service.

4.6 Vehicle Inventory

Vehicles to be used in the provision of Grand Targhee Resort Commuter Bus service will be provided by START / City of Driggs. Vehicles are used in all weather conditions and shall be equipped with 4-wheel drive and/or chains. Vehicles shall be able to accommodate passengers traveling with skis, snowboards, and related equipment. Vehicles used in service must comply with guidelines described in FTA Circular 9040.1F (5311). Said inventory list shall include the bus number, Vehicle Identification Number, month and year of chassis manufacturer, make, model, and maximum seated capacity.

Current fleet consists of the following three (3) vehicles:

Thomas **HIGH POINT, NORTH CAROLINA**
MFD. BY THOMAS BUILT BUSES, INC.

INC VEH MFD BY: FREIGHTLINER 10-2020
GVWR: 11567KG 25500LBS 10-2020

GAWR FRONT: 3629KG 8000LBS W/ 22.5X8.25 RIMS, TIRES 11R22.5
TIRES @ 724KPA (105 PSI) COLD "G" LOAD RATING SINGLE
GAWR REAR: 7938KG 17500LBS W/ 22.5X8.25 RIMS, TIRES 11R22.5
TIRES @ 724KPA (105 PSI) COLD "G" LOAD RATING DUAL

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE
SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 4UZA8PFD0NCMT9900 VEH. TYPE: MFSAB
BODY ID: 180299-2067146-251TS
TBB PART NUMBER - 65011847

Thomas **HIGH POINT, NORTH CAROLINA**
MFD. BY THOMAS BUILT BUSES, INC.

INC VEH MFD BY: FREIGHTLINER 11-2020
GVWR: 11567KG 25500LBS 11-2020

GAWR FRONT: 3629KG 8000LBS W/ 22.5X8.25 RIMS, TIRES 11R22.5
TIRES @ 724KPA (105 PSI) COLD "G" LOAD RATING SINGLE
GAWR REAR: 7938KG 17500LBS W/ 22.5X8.25 RIMS, TIRES 11R22.5
TIRES @ 724KPA (105 PSI) COLD "G" LOAD RATING DUAL

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE
SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 4UZA8PFD2NCMT9901 VEH. TYPE: MFSAB
BODY ID: 180300-2067233-251TS
TBB PART NUMBER - 65011847

Thomas **HIGH POINT, NORTH CAROLINA**
MFD. BY THOMAS BUILT BUSES, INC.

INC VEH MFD BY: FREIGHTLINER 10-2020
GVWR: 11567KG 25500LBS 10-2020

GAWR FRONT: 3629KG 8000LBS W/ 22.5X8.25 RIMS, TIRES 11R22.5
TIRES @ 724KPA (105 PSI) COLD "G" LOAD RATING SINGLE
GAWR REAR: 7938KG 17500LBS W/ 22.5X8.25 RIMS, TIRES 11R22.5
TIRES @ 724KPA (105 PSI) COLD "G" LOAD RATING DUAL

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE
SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 4UZA8PFD8NCMT9899 VEH. TYPE: MFSAB
BODY ID: 180298-2067103-251TS
TBB PART NUMBER - 65011847

4.6.1 State and Federal Rules and Regulations

All vehicles providing services under this Agreement shall meet all applicable State and Federal rules and regulations as may be modified from time to time.

4.6.2 Identification

Primary Vehicles shall display signage identifying the vehicle as the Grand Targhee Commuter or Shuttle Bus. Vehicles may also display the **VENDOR's** logo.

4.7 Vehicle Maintenance Plan and Practice

VENDOR, at its sole cost and expense, shall be responsible for developing and adhering to a vehicle maintenance plan in conformance with OEM guidelines and industry practices.

4.7.1 Daily Reports

The passenger amenities and safety appliances listed below shall be functionally inspected each calendar day on all vehicles which are dispatched for shuttle service and/or Extra service. Defects shall be remedied as an integral part of the inspection process prior to dispatch.

- | | |
|-------------------------------|---------------------------------|
| • General illumination lights | • Emergency lights Signage |
| • Headlights Indicator lamps | • Signage |
| • Warning lamps HVAC | • Fluids (levels only) |
| • Upholstery condition | • Safety appliances |
| • Seat frames | • Wheelchair lift/ramp function |
| • Windshield wipers | • Wheelchair securing devices |

Under no circumstance shall a vehicle be dispatched for bus service and/or Extra service with any amenity or safety defect.

A record of all such inspections shall be maintained by the **VENDOR** and be made available to **START/TOJ** at **START/TOJ** request.

4.7.2 Storage and Maintenance Facility

VENDOR shall store and maintain vehicles indoors during winter season at a minimum.

4.7.3 Cleaning

At least once weekly, primary vehicles used to provide bus service under this Agreement must receive a detailed cleaning. Weekly cleaning, at a minimum, must include the following:

- Exterior Wash, weather permitting Interior windows cleaned
- Mopping of non-carpeted floors with clean water and appropriate cleaning solution
Vacuuming of carpeted floors
- Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
Vacuuming of upholstered seats
- Wiping down of all handrails with clean water and appropriate cleaning solution

4.8 Reporting and Record Keeping Requirements

The **VENDOR** shall maintain complete and accurate records of all operator services and other Agreement activities carried out during the Agreement period. **VENDOR** shall maintain records of all maintenance of primary vehicles.

The **VENDOR** must supply the following reports to **START/TOJ** as **START/TOJ** requests. The format of these reports shall be developed by the **VENDOR** and subject to the review and written approval of **START/TOJ**.

✓ ***Immediately:***

- Loss of life, injuries, stoppage, or major disruption of service.
- Any order imposed by a competent regulatory authority which prevents the continuation of service.

✓ ***Daily***

- **VENDOR** must record the bus number and number of passengers boarding at each stop, within the categories of: public, resort guest, and resort employee.

✓ ***Monthly (by 5th day of each month)***

- **VENDOR** shall provide all daily trip reports for each shuttle service route for the previous month.
- **VENDOR** shall provide a service summary for each shuttle service route. This summary report will include:
 - Total passengers transported each day
 - Total monthly passengers
 - Total revenue miles by each day
 - Total monthly revenue miles
 - Total monthly revenue hours
 - Total deadhead miles by each day;
 - and any other reporting that may be required

4.9 Service Modifications

START/TOJ may change the scheduled service at its discretion and in consultation with the selected **VENDOR**. When making such changes **START/TOJ** will, at a minimum, provide thirty (30) days written notice for permanent schedule changes and five (5) days written notice for temporary changes.

4.10 Customer Service

Vehicle operators shall be familiar with their route and shall answer passenger questions in a courteous and informative manner.

4.11 Marketing

START/TOJ and Grand Targhee Resort will provide for marketing of the shuttle bus service to the public, employees and resort guests. The **VENDOR** will post approved marketing posters or materials on appropriate interior surfaces of the service vehicles.

4.12 Advertising

VENDOR shall not utilize the exterior of primary vehicles operated in shuttle services for the display of any written or printed advertising unless authorized by **START/TOJ**.

4.13 Incorrect Procedures, Practices, and Repairs

In the event that the **VENDOR** is found to be in violation with the procedures and practices as defined in the Scope of Service, the **VENDOR** will be required to redo the incorrect work and consequential work at no additional charge to **START/TOJ**.

4.14 Project Manager

VENDOR shall designate a Project Manager who will oversee the complete operation of services detailed herein. The **VENDOR** shall provide in resume format, background information on this individual to include his or her direct experience with similar projects.

VENDOR must notify **START/TOJ** within one (1) business day if said Project Manager is removed from his/her duties under this Agreement. **VENDOR** must replace Project Manager with an interim Project Manager within one (1) business day if said Project Manager is removed from his/her duties under this Agreement. **VENDOR** shall make every effort to permanently fill vacant Project Manager position within thirty (30) days. Replacement Project Manager must be approved by the **START/TOJ**.

4.15 Vehicle Operator Responsibilities

Responsibilities and Duties of Vehicle Operators include but are not limited to:

- Operate the vehicles in a safe and timely manner;
- Be courteous to all passengers and the general public;
- Cooperate with **START/TOJ** staff;
- Distribute or collect handouts, surveys, etc. as may be required;
- Be neat and clean and in proper uniform;
- Have a thorough knowledge of route schedule;
- Make service announcements as requested by **START/TOJ**;
- Do not allow passengers to smoke on vehicles;
- Do not permit loud or raucous behavior on the vehicles;
- Count and record passenger boarding for each stop;
- Announce route and destination before each departure;
- Maintain route and timetable without deviation;
- Inspect his/her vehicle for functionality prior to each departure from the garage;
- Assist passengers boarding and alighting vehicle as needed;
- If a wheelchair lift is utilized, operate the wheelchair lift for passengers requiring or requesting such service (whether they are in a wheelchair or not)

4.16 Communication

VENDOR shall provide a communications system that will allow for the timely and efficient dispatching, coordination and response necessary to operate the services stated herein. At a minimum, the communications system must allow immediate communication between the dispatcher and vehicle operator at all times.

4.17 Insurance

During the term of this contract with **START/TOJ**, except as otherwise stated in this contract, the **VENDOR** shall procure and maintain insurance and bonds, if required, of the types and to the limits and conforming to requirements as specified in "Attachment B" attached hereto. No work under this contract shall begin until evidence of these financial guarantees is delivered as is directed under this contract.

5.0 Contract Period

The terms of the agreement shall commence on the date of contract execution and extend through 9/30/2025, with two one (1) year renewal options, at the mutual agreement between the **VENDOR** and **START/TOJ**. The full-term is dependent upon the continuance of Federal funding through the period. If funding is pulled for any reason from the Federal or State level to **START/TOJ**, the contract is immediately terminated. The contract is also dependent upon Grand Targhee Resort. If Grand Targhee Resort pulls their match, the contract is void or if the Resort closes and ceases operations, the contract is void.

6.0 Selection Process

START/TOJ intends to award the contract to the best value, responsive & responsible proposer. **START/TOJ** may require additional information to confirm qualifications and proposers agree to furnish such information. **START/TOJ** reserves the right, at its sole discretion, to award the contract to the proposer who will best service the interest of **START/TOJ**, which may not be the lowest bidder.

START/TOJ reserves the right, based upon its' deliberations and its' sole opinion, to accept or reject any proposal. **START/TOJ** reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

PROPOSAL EVALUATION CRITERIA

START will evaluate all proposals based on the following criteria:

- Substantiated representations regarding the vendor's capabilities and qualifications in providing the equipment and services required and experience in completing similar projects (examples from other projects, references, etc.)
- Clearly demonstrated understanding of the proposed project.
- Qualifications and experience
- Cost.
- Ability to meet specified schedule
- References
- Demonstrated success of similar operations of quality, service, and customer satisfaction.
- Ability to adhere to the attached federal clauses.

Each bidder must submit 4 copies of their proposal to the address below
by **Friday, September 2, 2022 at 4:00 PM MST:**

START Bus/Town of Jackson
ATTN: Bruce Abel, Interim Transit Director
PO Box 1687
Jackson, WY 83001

Physical Address: Town of Jackson, 150 E Pearl Avenue, Jackson, WY 83001

This project is partially funded by a federal grant. Thus, **START/TOJ**, in accordance with Title VI of the Civil Rights Act of 2964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally –assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, or disability in consideration for an award.

7.0 Pricing

Quotations shall be for regular scheduled hours only. Non-service hours (training hours & travel time) shall not be an expense of **START/TOJ** but shall be built into the proposed cost or part of overall cost/mile. Annual Estimated costs to **START/TOJ** shall be broken down into the categories below.

FY22-23 Targhee Shuttle Pricing Proposal

WINTER SERVICE:

	<u>Trips/</u> <u>Day</u>	<u>Day/</u> <u>Wk</u>	<u>Wks/</u> <u>Season</u>	<u>Miles/</u> <u>Trip</u>	<u>Miles/</u> <u>Season</u>	<u>Proposed</u> <u>Operating</u> <u>Cost</u>	<u>Proposed</u> <u>Maintenance</u> <u>Cost</u>	<u>Proposed</u> <u>Operations</u> <u>Cost</u> (per mile)	<u>Proposed</u> <u>Maintenance</u> <u>Costs</u> (per mile)
Route 1 All Stops	30	7	21	23.1	101,871				

SUMMER SERVICE:

	<u>Trips/</u> <u>Day</u>	<u>Day/</u> <u>Wk</u>	<u>Wks/</u> <u>Season</u>	<u>Miles/</u> <u>Trip</u>	<u>Miles/</u> <u>Season</u>	<u>Proposed</u> <u>Operating</u> <u>Cost</u>	<u>Proposed</u> <u>Maintenance</u> <u>Cost</u>	<u>Proposed</u> <u>Operations</u> <u>Cost</u> (per mile)	<u>Proposed</u> <u>Maintenance</u> <u>Costs</u> (per mile)
Route 1 All Stops	21	7	16	13.2	31,047				

Total Miles: 132,918

November 13 – April 9: 21 weeks

May 28 – September 17: 16 weeks

Attachment A: Bus Routes and Schedules

This existing service provides 7 day/week shuttle service for employees and public between Driggs, Idaho and Grand Targhee Resort, located 11 miles east of Driggs. The service has been funded through the 5311 non-urban program each year since 2013, following demonstration of the service in a 2012 pilot program.

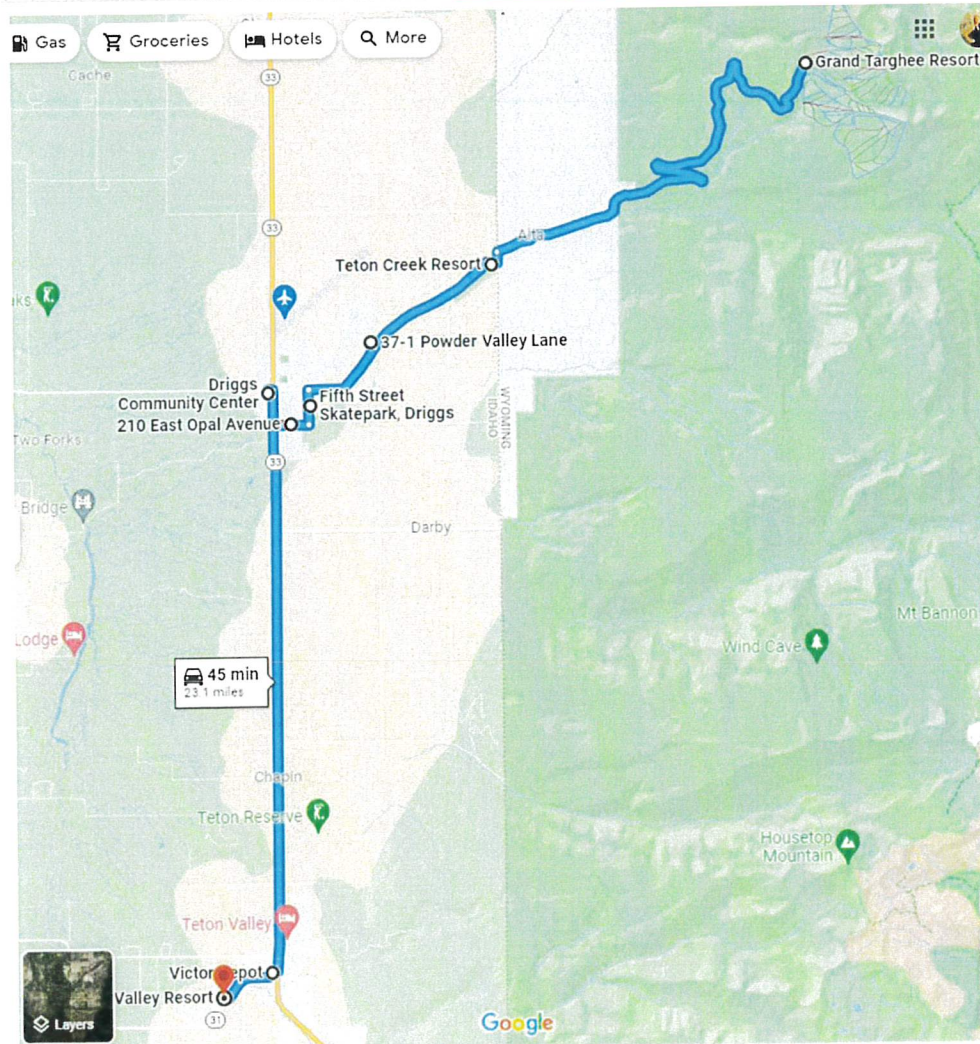
The commuter shuttle service primarily meets the needs of low and very low income employees of Grand Targhee Resort who commute between Driggs and the resort. The shuttle also serves the general public's needs by providing service between Driggs and the resort as well as between the high density housing (including subsidized affordable housing) on the north end of Driggs and along Ski Hill Road and the downtown Driggs shopping district and transit center. Residents may ride the Grand Targhee Resort shuttle to the Driggs Transit Center and transfer to the START Bus commuter route to Jackson, a major employment center for Teton County, Idaho residents.

The current winter season (Thanksgiving through third week of April) service schedule, summer season (mid-June to mid-September) service schedule and route map are provided below.

WINTER SEASON:

Winter Season 2021/2022 Schedule Final

Uphill								Downhill							
Victor Depot	Teton Valley Resort	Driggs Transit Center	Driggs Employee Housing	5th St. Skatepark	Powder Valley	Teton Creek Resort	Grand Targhee Resort	Grand Targhee Resort	Teton Creek Resort	Powder Valley	5th St. Skatepark	Driggs Employee Housing	Driggs Transit Center	Victor Depot	Teton Valley Resort
	5:30 AM		5:45 AM	5:46 AM			6:10 AM	6:10 AM						6:50 AM	6:55 AM
	6:30 AM		6:45 AM	6:46 AM			7:10 AM	7:10 AM						7:50 AM	7:55 AM
6:50 AM	6:55 AM	7:15 AM	7:20 AM	7:25 AM	7:30 AM	7:35 AM	7:55 AM	7:55 AM						8:35 AM	8:40 AM
7:50 AM	7:55 AM	8:15 AM	8:20 AM	8:25 AM	8:30 AM	8:35 AM	8:55 AM	8:55 AM						9:35 AM	9:40 AM
8:35 AM	8:40 AM	9:00 AM	9:05 AM	9:10 AM	9:15 AM	9:20 AM	9:40 AM	Break	10:15 AM	10:35 AM	10:40 AM	10:45 AM	10:50 AM	10:55 AM	11:10 AM
9:35 AM	9:40 AM	10:00 AM	10:05 AM	10:10 AM	10:15 AM	10:20 AM	10:40 AM	Break	11:15 AM	11:35 AM	11:40 AM	11:45 AM	11:50 AM	11:55 AM	12:10 PM
11:10 AM	11:15 AM	11:35 AM	11:40 AM	11:45 AM	11:50 AM	11:55 AM	12:15 PM		12:20 PM	12:40 PM	12:45 PM	12:50 PM	12:55 PM	1:00 PM	1:15 PM
12:10 PM	12:15 PM	12:35 PM	12:40 PM	12:45 PM	12:50 PM	12:55 PM	1:15 PM		1:20 PM	1:40 PM	1:45 PM	1:50 PM	1:55 PM	2:00 PM	2:15 PM
1:15 PM	1:20 PM	1:40 PM	1:45 PM	1:50 PM	1:55 PM	2:00 PM	2:20 PM		2:25 PM	2:45 PM	2:50 PM	2:55 PM	3:00 PM	3:05 PM	3:20 PM
2:15 PM	2:20 PM	2:40 PM	2:45 PM	2:50 PM	2:55 PM	3:00 PM	3:20 PM		3:25 PM	3:45 PM	3:50 PM	3:55 PM	4:00 PM	4:05 PM	4:20 PM
3:20 PM	3:25 PM	3:45 PM	3:50 PM	3:55 PM	4:00 PM	4:05 PM	4:25 PM		4:30 PM	4:50 PM	4:55 PM	5:00 PM	5:05 PM	5:10 PM	5:25 PM
4:20 PM	4:25 PM	4:45 PM	4:50 PM	4:55 PM	5:00 PM	5:05 PM	5:25 PM		5:30 PM	5:50 PM	5:55 PM	6:00 PM	6:05 PM	6:10 PM	6:25 PM
5:25 PM	5:30 PM	5:50 PM	5:55 PM	6:00 PM	6:05 PM	6:10 PM	6:30 PM	Break	7:05 PM	7:25 PM	7:30 AM	7:35 PM	7:40 PM	7:45 PM	8:00 PM
6:25 PM	6:30 PM	6:50 PM	6:55 PM	7:00 PM	7:05 PM	7:10 PM	7:30 PM	Break	8:05 PM	8:25 PM	8:30 PM	8:35 PM	8:40 PM	8:45 PM	9:00 PM
8:00 PM	8:05 PM	8:25 PM	8:30 AM	8:35 PM	8:40 AM	8:45 PM	9:05 PM		9:10 PM						
9:00 PM	9:05 PM	9:25 PM	9:30 PM	9:35 PM	9:40 PM	9:45 PM	10:05 PM		10:10 PM						
Shuttle 1								Driver shift change							
Shuttle 2															

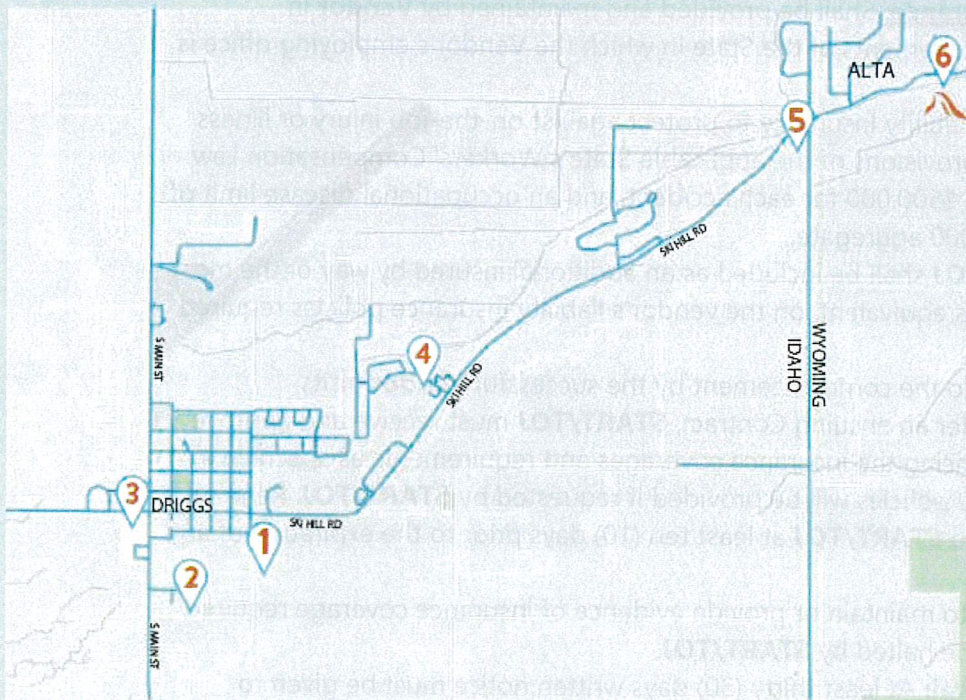


SUMMER SEASON:**UPHILL TO GRAND TARGHEE RESORT**

DRIGGS SKATE PARK	DRIGGS EMPLOY-EE HOUS-ING	DRIGGS TRANSIT CENTER	POWDER VALLEY	TETON CREEK RESORT	GRAND TARGHEE
5:30am	5:35am	NO STOPS			6:00am
6:25am	6:30am				6:55am
7:20am	7:25am				7:50am
8:15am	8:20am	8:25am	8:35am	8:40am	9:00am
10:05am	10:10am	10:15am	10:25am	10:30am	10:50am
11:25am	11:30am	11:35am	11:45am	11:50am	12:10pm
2:30pm	2:35pm	2:40pm	2:50pm	2:55pm	3:15pm
3:50pm	3:55pm	4:00pm	4:10pm	4:15pm	4:35pm
5:10pm	5:15pm	5:20pm	5:30pm	5:35pm	5:55pm
6:30pm	6:35pm	6:40pm	6:50pm	6:55pm	7:15pm
8:20pm	8:25pm	8:30pm	STOPS BY REQUEST		9:00pm
9:35pm	9:40pm	9:45pm			10:15pm

DOWNHILL TO TETON VALLEY

GRAND TARGHEE	TETON CREEK RESORT	POWDER VALLEY	DRIGGS SKATE PARK	DRIGGS EMPLOY-EE HOUS-ING	DRIGGS TRANSIT CENTER
NO STOPS					
9:05am	9:25am	9:30am	9:35am	9:40am	9:45am
9:35am	9:55am	10:00am	10:05am	10:10am	10:15am
10:55am	11:15am	11:20am	11:25am	11:30am	11:35am
12:40pm	STOPS BY REQUEST				
3:20pm	3:40pm	3:45pm	3:50pm	3:55pm	4:00pm
4:40pm	5:00pm	5:05pm	5:10pm	5:15pm	5:20pm
6:00pm	6:20pm	6:25pm	6:30pm	6:35pm	6:40pm
7:50pm	8:10pm	8:15pm	8:20pm	8:25pm	8:30pm
10:20pm	STOPS BY REQUEST				

**! STOPS**

- 1. 5TH ST. SKATE PARK**
East Little Ave & S 5th Street
- 2. EMPLOYEE HOUSING**
470 Ruby Street
- 3. DRIGGS TRANSIT CENTER**
60 S Main Street
- 4. POWDER VALLEY**
910 Powder Valley Rd
- 5. TETON CREEK RESORT**
2740 Shadowmoon Lane
- 6. GRAND TARGHEE RESORT**
3300 E Ski Hill Rd

Attachment B: Indemnification & Insurance Requirements

Indemnification: **Vendor** shall defend, indemnify, save harmless, and exempt **START/TOJ**, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from injury to or death of persons or damage to property arising out of or resulting from the Contract or from work done by the Vendor or its subcontractors in the performance of the Contract except to the extent caused by the sole negligence of or breach of contract by **START/TOJ**. In connection with any legal proceedings arising hereunder, **START/TOJ** reserves the right to retain counsel of its choice and at its own expense, or, in the alternative, approve counsel obtained by the **Vendor**.

Commercial General Liability Insurance: The combined bodily injury and property damage limit shall not be less than \$1,000,000 per occurrence with an annual aggregate of \$2,000,000.

Vehicle Liability Insurance: Shall be maintained by **Vendor** in accordance with the laws of the States of Idaho and Wyoming to cover ownership, maintenance and/or use of all owned, non-owned, or hired vehicles as required by the work to be performed under this Contract. The combined bodily injury and property damage limit shall not be less than \$5,000,000 per occurrence.

Workers' Compensation Insurance: Shall be provided and maintained by **Vendor** in accordance with Statutory Requirements of the State in which the Vendor's employing office is located.

Included shall be Employee's Liability Insurance to protect against on-the-job injury or illness which may not fall within the provisions of the applicable State's Workers' Compensation Law. The limits shall be no less than \$500,000 for each accident, and an occupational disease limit of \$500,000 per employee/\$500,000 aggregate.

Additional Insured: **START/TOJ** shall be included as an additional insured by way of the most current ISO endorsement, or its equivalent, on the vendor's liability insurance policies required under this contract.

Evidence of Insurance: Prior to the commencement by the successful **Vendor** or its subcontractor of any work under an ensuing Contract, **START/TOJ** must receive and approve Certificates of Insurance evidencing the insurance coverages and requirements as specified in this RFP. Certified copies of the policies will be provided if requested by **START/TOJ**. Renewal Certificates shall be provided to **START/TOJ** at least ten (10) days prior to the expiration of any policy.

If at any time the Vendor fails to maintain or provide evidence of insurance coverage required by the Contract, all work may be halted by **START/TOJ**.

Cancellation/Changes/Renewal: At least thirty (30) days written notice must be given to **START/TOJ** of any cancellation, intent to non-renew, or material reduction or change in insurance coverages.



GRAND TARGHEE RESORT

START RFP #22-2 Submittal:

Teton Valley/Grand Targhee Resort Commuter Bus Service

Prepared by: Joel Millman – Transportation Manager

Email: jmillman@grandtarghee.com

Cell: 307-203-0646

Authorized by: Geordie Gillett – Grand Targhee Resort General Manager

START / Town of Jackson

The hereby undersigned representative of the Vendor certifies that they are an authorized representative of the Vendor who may legally bind the Vendor:

*SIGNATURE: 
 Name: George G. Gillett Title: GM
Printed
 Company Name: Grand Targhee Resort
Legally Registered Name
 Address: 3300 Ski Hill Rd
 City: Alta State: WY Zip Code: 83414
 Telephone: 307 353 2300 Email: ggillett@grandtarghee.com

*Failure to affix signature will result in disqualification of proposal.

Note: If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

Acknowledgment of Addendums

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

Name of Vendor's Service Contact: _____

Address: _____

o **Introduction**

Grand Targhee Resort is a year-round mountain resort situated on the western slope of the Tetons in Alta, Wyoming. Located in the Caribou-Targhee National Forest, our abundance of light powder snow (more than 500 inches annually) and lack of lift lines creates an uncrowded (wide open) skier and snowboarder paradise. We are continually recognized for our great snow, genuine western hospitality, scenic beauty, excellent value and commitment to sustainability.

Grand Targhee Resort was developed as an economic engine for Teton County, Idaho and is the largest employer of residents in the community, with 410 employees during the winter season and 285 during the summer season.

The Transportation Department at Grand Targhee Resort was created in 2013 in response to securing a contract with the City of Driggs to operate a daily commuter service around Teton Valley, Idaho and to and from the Resort.

Grand Targhee Resort is pleased to provide a proposal for the 2022-2025 Teton Valley/Grand Targhee Resort Shuttle service contract. Grand Targhee Resort sees the need in the community, as well as the region, for a reliable consistent public transportation system. Grand Targhee Resort will be an ideal contractor to provide the service, as stipulated in the RFP, for the following reasons:

- o Experience: Grand Targhee Resort has a proven track record of providing a similar scope of transportation services.
- o Fleet: Grand Targhee Resort has the equipment, as specified in the RFP, ready to mobilize in a quick and efficient manner. Given the timing of the selection process, this is mandatory.
- o Grand Targhee Resort is committed to promoting and growing ridership by offering free rides to all riders
- o Grand Targhee Resort has a vested interest in providing the best possible service for its internal as well as external guests. Grand Targhee Resort is excited about the opportunity to extend our unique brand of service into Teton Valley.
- o GTR operators are hired and ready to drive.

o **Project management methodology**

Grand Targhee Resort has operated the Grand Targhee Commuter Bus Service since it's fruition in 2013. We understand all the ins and outs of providing this service. In Summer 2021 the transportation manager started experimenting with tablets in the buses in an attempt to go paperless. The bus system is now completely paperless for pre-trip inspections, ridership, and maintenance requests.

What makes this Grand Targhee Commuter Bus unique is the extreme weather conditions we operate in during the winter months. It's possible the bus can Run up to an hour behind due to weather and traffic. In cases like this additional buses may be deployed to maintain service. This will be up to the Transportation Manager to decide.

o **Description of experience in service operation**

This existing service provides a 7 day/week shuttle service for employees and the public between Victor, Driggs, and Grand Targhee Resort, located 11 miles east of Driggs. The service has been funded through the 5311 non-urban program each year since 2013, following demonstration of the service in a 2012 pilot program.

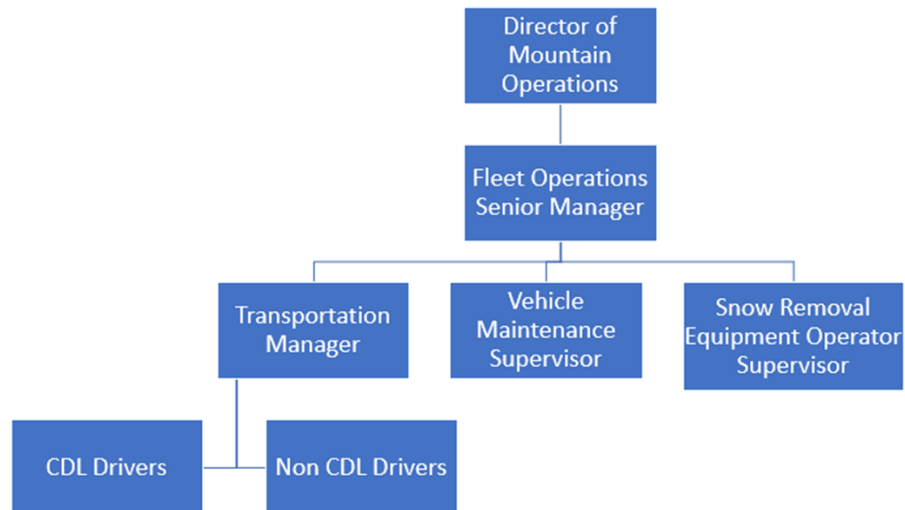
o **Project Team**

Joel Millman, Transportation Manager, will act as Project Manager, a role he has held from Winter 2020/21. Joel will be responsible for the overall operation of the service and all reporting requirements. Under Joel there is a team of 6-12 CDL drivers, included in that is a Lead driver who assists with daily operations.

o **Anticipated resources you will assign to this project (total number, role, title, experience)**

Grand Targhee Resort will assign the following resources:

1. Dustin Goins - Senior Manager of Fleet Operations; This is a recent promotion. Dustin will provide guidance to the Transportation Manager. CDL licensed since 2016.
2. Joel Millman -Transportation Manager; will manage the day-to-day operations of the shuttle service and act as project manager to ensure consistent high-quality service. 2 years' experience.
3. Dion Beveridge - Lead Driver; Will act as the driver liaison and track maintenance, pre-trip inspection and ridership reporting and assist with scheduling; 7+ years' experience operating the current commuter service.
4. Vehicle Maintenance Mechanics - 5-10 years' experience working with the Thomas Saf-T-Liner chassis and will be handling all maintenance and repairs on the vehicles.
5. Certified drivers with Commercial Driver's License's handling pre-trip inspections, ridership tracking, and safe operation of shuttle vehicles.



o **List of how many full-time, part-time, and contractor staff in your organization assigned to this project**

1. 4-6 Full Time CDL Drivers
 - Dion Beveridge – Hired 11/18/2015
 - Dawn Alvey – Hired 11/15/2017
 - Brian Drumheller – Hired 11-03-2021
 - CDL Drivers to be hired...
2. 2-8 Part Time CDL Drivers (Depending on season)
 - Don Lowder – Hired 6/18/2012
 - Joe Kimbro – Hired 11/14/2018
 - CDL Drivers to be hired...

o **List of subcontractors and their staff.**

Grand Targhee will not be hiring any subcontractors to assist with this project.

o **Acceptance of FTA requirements**

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,,
 2. Is for audit services, or,
 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Grand Targhee Desert

Signature of Authorized Official George Gillett

Date, Name and Title of Contractor's Authorized Official: 4/12/22
GM

Federal Certifications	
CERTIFICATION AND RESTRICTIONS ON LOBBYING	
I, _____ (Name and title of official) On behalf of <u>Grand Targhee Resort</u> (Name of Bidder/Company Name)	hereby certify that:
- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. - If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. - The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto. Name of Bidder/Company Name: <u>Grand Targhee Resort</u> Type or print name: <u>Geordie Gillett</u> Signature of authorized representative: <u>[Signature]</u> Date: <u>1</u> / <u>1</u> Signature of notary and SEAL: _____	

o Statement of Financial Capabilities

Grand Targhee Resort, LLC
Comparative Balance Sheet
For the Four Weeks Ended 7/24/2022

	<u>7/24/2022</u>	<u>7/25/2021</u>	<u>4/24/2022</u>
ASSETS			
Current Assets			
Cash	\$ 6,326,075	\$ 5,584,862	\$ 3,823,205
Accounts Receivable	400,005	574,950	445,469
Inventories	1,259,875	956,046	1,092,937
Prepaid Expenses and Other Current Assets	411,053	274,001	516,720
Total Current Assets	8,397,008	7,389,859	5,878,331
Property, Plant & Equipment			
Land Development	\$ 18,401,330	18,401,330	18,401,330
Gross Property, Plant & Equipment	44,496,434	37,624,191	44,338,960
Assets Held Under Capital Leases	3,052,532	2,994,603	3,052,532
Construction in Progress	9,586,282	5,305,314	4,778,971
Accumulated Depreciation & Amortization	(31,378,308)	(29,568,465)	(30,744,440)
Total Property, Plant & Equipment	44,158,269	34,756,972	39,827,353
Other Assets	490,626	435,770	490,626
Total Assets	\$ 53,045,903	\$ 42,582,601	\$ 46,196,310
LIABILITIES			
Current Liabilities			
Current Portion of Long Term Debt	\$ 1,696,008	\$ 1,381,913	\$ 1,325,782
Accounts Payable & Accrued Liabilities	3,368,520	2,166,937	2,394,530
Unearned Revenue	3,894,162	3,819,876	1,654,827
	8,958,690	7,368,726	5,375,139
Capital Leases, Notes and Long Term Debt			
Interest Rate Swap Liability	59,204	601,907	59,204
Senior Debt, net of deferred financing costs	16,161,028	8,855,950	8,359,843
Other Notes & Capital Leases	720,158	1,619,516	1,515,642
Total Capital Leases, Notes and Long Term Debt	16,940,391	11,077,373	9,934,689
Total Liabilities	25,899,081	18,446,099	15,309,828
Member's Equity			
Capital Contributions	26,128,402	29,148,740	27,094,791
Accumulated Earnings(Deficit)	1,018,420	(5,012,238)	3,791,691
Total Member's Equity	27,146,822	24,136,502	30,886,482
Total Liabilities & Member Equity	\$ 53,045,903	\$ 42,582,601	\$ 46,196,310

o **Schedule**

Friday November 4th – All staff hired

Friday November 11th – All staff trained

Monday November 14th – Start preseason employee transportation

Friday November 18th – Start regular season shuttle service

EXHIBIT B

- o Cost/Project Budget shall include:

FY22-23 Targhee Shuttle Pricing Proposal With Fuel Included											
WINTER SERVICE 2022/23:						Proposed Operating Cost	Proposed Administrative Cost	Proposed Maintenance Cost	Proposed Operations Cost	Proposed Administrative Costs	Proposed Maintenance Costs
Trips/ Day	Day/ Wk	Wks/ Season	Miles/ Trip	Miles/ Season	(per mile)				(per mile)	(per mile)	
Route 1 All Stops	30	7	21	23.1	101,871	\$ 227,014.06	\$ 14,820.00	\$ 20,000.00	2.228446368	\$ 0.15	\$ 0.20
SUMMER SERVICE: 2023											
						Proposed Operating Cost	Proposed Administrative Cost	Proposed Maintenance Cost	Proposed Operations Cost	Proposed Administrative Costs	Proposed Maintenance Costs
Trips/ Day	Day/ Wk	Wks/ Season	Miles/ Trip	Miles/ Season	(per mile)				(per mile)	(per mile)	
Route 1 All Stops	21	7	16	13.2	31,047	\$ 56,674.80	\$ 15,264.60	\$ 11,000.00	\$ 1.83	\$ 0.49	\$ 0.35
FY22-23 Targhee Shuttle Pricing Proposal Less Fuel											
WINTER SERVICE 2022/23:						Proposed Operating Cost	Proposed Administrative Cost	Proposed Maintenance Cost	Proposed Operations Cost	Proposed Administrative Costs	Proposed Maintenance Costs
Trips/ Day	Day/ Wk	Wks/ Season	Miles/ Trip	Miles/ Season	(per mile)				(per mile)	(per mile)	
Route 1 All Stops	30	7	21	23.1	101,871	\$ 125,902.00	\$ 14,820.00	\$ 20,000.00	1.235896379	\$ 0.15	\$ 0.20
SUMMER SERVICE: 2023											
						Proposed Operating Cost	Proposed Administrative Cost	Proposed Maintenance Cost	Proposed Operations Cost	Proposed Administrative Costs	Proposed Maintenance Costs
Trips/ Day	Day/ Wk	Wks/ Season	Miles/ Trip	Miles/ Season	(per mile)				(per mile)	(per mile)	
Route 1 All Stops	21	7	16	13.2	31,047	\$ 43,570.80	\$ 15,264.60	\$ 11,000.00	\$ 1.40	\$ 0.49	\$ 0.35

EXHIBIT B

FY23-24 Targhee Shuttle Pricing Proposal With Fuel Included

WINTER SERVICE 2023/24:

						<u>Proposed Operating Cost</u>	<u>Proposed Administrative Cost</u>	<u>Proposed Maintenance Cost</u>	<u>Proposed</u>	<u>Proposed</u>	
									<u>Operation s Cost</u>	<u>Administ rative Costs</u>	<u>Maintenance Costs</u>
Trips/ Day		Day/ Wk	Wks/ Season	Miles/ Trip	Miles/ Season				(per mile)	(per mile)	(per mile)
<u>Route 1</u> <u>All Stops</u>	30	7	21	23.1	101,871	\$ 233,575.16	\$ 15,264.60	\$ 20,500.00	2.29285233	\$ 0.15	\$ 0.20

SUMMER SERVICE 2024:

[illegible]

FY23-24 Targhee Shuttle Pricing Proposal Less Fuel

WINTER SERVICE 2023/24:

					<u>Proposed Operating Cost</u>	<u>Proposed Administrative Cost</u>	<u>Proposed Maintenance Cost</u>	<u>Proposed Operations Cost</u>	<u>Proposed Administrative Costs</u>	<u>Proposed Maintenance Costs</u>	
Trips/ Day	Day/ Wk	Wks/ Season	Miles/ Trip	Miles/ Season				(per mile)	(per mile)	(per mile)	
Route 1 All Stops	30	7	21	23.1	101,871	\$ 135,158.66	\$ 15,264.60	\$ 20,500.00	1.326762867	\$ 0.15	\$ 0.20

SUMMER SERVICE 2024:

						<u>Proposed Operating Cost</u>	<u>Proposed Administrative Cost</u>	<u>Proposed Maintenance Cost</u>	<u>Proposed Operations Cost</u>	<u>Proposed Administrative Costs</u>	<u>Proposed Maintenance Costs</u>
Trips/ Day		Day/ Wk	Wks/ Season	Miles/ Trip	Miles/ Season				(per mile)	(per mile)	(per mile)
Route 1 All Stops	21	7	16	13.2	31,047	\$ 44,877.92	\$ 15,722.54	\$ 11,250.00	\$ 1.45	\$ 0.51	\$ 0.36

[Employee Handbook 2021-2022](#)

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUS TESTING

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C.

EXHIBIT C

Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to

EXHIBIT C

assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

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Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established

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for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act; fail to perform any act; or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor

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was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and

Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date / /

Signature of notary and SEAL: _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(4) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(5) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
- ~~5. Voluntarily excluded, or~~
6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2. a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(6) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____ Date

Name and Title of Contractor's Authorized Official: _____

STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Regular
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Early Childhood Education (ECE)	Public Comment:	Yes

Purpose & Policy Considerations.

For Council to consider entering into a contract with early childhood education (ECE) provider Sweet Spirits Preschool & Child Care, LLC to utilize space at the Town-owned Si Ferrin building (145 E. Pearl) to provide ECE to community members, eventually opening childcare spots that will be offered to Town staff with young children.

Requested Action.

Council direction on whether to enter into a contract with Sweet Spirits Preschool & Child Care.

Recommendations.

Should Council want to provide ECE as described in this report, staff recommends entering into a contract with Sweet Spirits Preschool & Child Care, LLC for the east side of Si Ferrin (145 E. Pearl) beginning January 1, 2023, and the west side of this same building by September 1, 2023. Staff also recommends creating temporary partitioned office space at the garden-level at the Geittmann Larson Swift LLC (GLS) building at 155 E. Pearl. Additionally, staff recommends that the Town discontinue efforts to provide childcare during public meetings.

Background.

At Town Council's January 2021 Retreat, Council voted to have staff explore potential levers the Town can utilize to affect early childhood education (ECE) in our area. A Childcare Baseline Inventory prepared by OPS Strategies and completed in April of 2020 provides a broad perspective on ECE in our community, including supply and demand in this sector and future opportunities and threats based on projections. The report looks at availability, affordability, and current options for ECE, and finds the two greatest challenges are the lack of affordable options and the inability for providers to find affordable space. The amount of ECE in our community is relatively high, with Wyoming Department of Family Service certified capacity for 80% of the Teton County Population under age 5. That said, ECE costs twice as much as the average family can afford. Working parents and guardians of young children pay 15% of their income for ECE in Teton County when the federally recognized definition of affordability for ECE is 7% of family income. ECE affordability is a structural, national issue, especially when trying to find care for infants.

Staff connected with OPS Strategies and various ECE providers in the community, understanding the desired outcome for this item overall is to positively affect the challenges faced by parents and guardians of young children in our community. In April of 2021, staff presented the following list as possibilities to address the structural lack of affordability of ECE and consideration of ways to reduce the financial burden on working parents and guardians.

- Providing childcare during public meetings
- Helping provide ECE for Town employees
- Finding additional space for Early Childhood Education
- ~~Supporting streamlining of background check and certification process for substitute ECE teachers COMPLETE~~
- ~~Creating a webpage listing current ECE options in the Town and County COMPLETE~~

As shown by what is crossed off in the above list, Town staff was able to accomplish some of these items, but some of the larger items have remained a challenge. Now though, staff has identified a potential partnership with Sweet Spirits, which could help the Town achieve the three remaining items on the above list. Jennifer Wolf, Sweet Spirits Owner &

Director, has shared that she can begin serving children on the east side of Si Ferrin as soon as January 1, 2023. As openings in her roster of students occur, she will prioritize the children of Town employees to take spaces and could also provide childcare during Town Council meetings.

Analysis.

If this item is approved, staff will begin drafting a five-year lease for space at Si Ferrin. Insurance, cleaning services, lease rate and maintenance will be outlined in the lease. Sweet Spirits will provide annual preschool and childcare options for Town staff. Renovations to the west side of the Si Ferrin building appear to be essential to create larger spaces to accommodate childcare. In addition, the creation of required fenced/secured outdoor activity area would need to be created in the rear, side and/or front of the building depending on the area needed based upon the number and age of children. Sweet Spirits and the Town will negotiate which party would be responsible to pay for necessary renovations and improvements.

If this item is approved, Town staff will re-survey employees about childcare needs to determine the current reality. As Council considers the following policy questions, they should keep in mind that this may not be an immediate solution for Town employees –most if not all parents and guardians likely have care for their children. Staff knows of at least one employee in need of childcare as of January 2. As with housing and employment, childcare is one piece of a parent/guardian/family's life they work to find the best fit for given a wide variety of factors. If provided space at Si Ferrin, Sweet Spirits may not immediately have a childcare center filled with the children of Town employees. This said, even without Town staff, Sweet Spirits has a considerable waiting list of approximately 200 interested parents and guardians, so providing more space for childcare would open “spots” for children in our community overall and expand childcare capacity in the valley. Sweet Spirits has indicated that they will continue to operate at their current location and this space at Si Ferrin would indeed create additional childcare slots available in the community that do not currently exist.

1. Key Policy Question: Is Council still committed to use of the Si Ferrin ground floor space for ECE?

Because of the availability of the garden level space at GLS for Town office needs, the Town could consider other subsidized or unsubsidized uses for this first-floor space including employee housing or renting the space commercially. Utilizing this space for childcare prioritized for Town employees utilizes a Town asset to serve a small portion of the Town organization's workforce and is an example of an 'unequal' benefit that some employees will receive, and others will not. Providing childcare options for employees is also a step towards providing more equal access for parents, often primarily women, to remain in or reenter the workforce.

2. Key Policy Question: Is Council comfortable with a substantial subsidy for rent in order to expand the slots for childcare in our community overall and provide parents and guardians with a relatively affordable option for ECE?

Staff is suggesting using the Children's Learning Center as a cost-model for childcare at Si Ferrin, including subsidized rent to keep this service affordable to the local workforce, including Town employees. Should Council choose to proceed staff would complete a draft lease agreement for review and consideration by Council at a future meeting.

3. Key Policy Question: Is Council comfortable no longer working to provide childcare during regularly scheduled Council meetings?

Staff recommends that the Town not take steps to provide childcare during public meetings. With continued investment in providing Zoom options for participation at public meetings, staff no longer believes this service would be well-utilized. Prior to COVID and the option for members of the public to participate in Council meetings remotely, an option to allow more in person participation appeared necessary to support equal access for parents and caregivers in local government. As noted, post COVID, where all members of the public are able to participate remotely, staff's sense is that parents and caregivers wanting to participate would select the remote option as it is more convenient for them.

4. Key Policy Question: Is Council supportive of the proposed Town staff relocation plan and use of Town facilities?

Staff has met to consider the various processes and steps for being able to have Sweet Spirits take over the east side of Si Ferrin and eventually to operate out of the whole building. There is currently only one employee on the east side of the building with a second employee expected in the next 30 days, one of these employees could be relocated to an empty space in Town Hall with additional hallway space for the second employee, so preparing that half of the building will be relatively simple. The west side is a larger consideration. Five employees currently work in that half of the building. The garden-level space at the GLS offices at 155 E. Pearl could be prepared with cubicles and partitions for a near-term, less expensive fix for offices or could be built-out through a larger construction project that would provide more permanent office space. The upstairs of 155 E. Pearl is rented through 2028. That lease can be broken with two years notice. Once that space is open, it may be optimal for Town employees to be in street-level offices. This said, street-level office space may also provide greater rental income.

5. Key Policy Question: Does Council want staff to proceed with a minimal or total build-out of the garden-level space at the GLS office building at 155 E. Pearl?

Staff recommends creating temporary partitioned office space at the garden-level at the GLS office building at 155 E. Pearl. Staff would like to complete a Town-wide facilities study before a permanent remodel is undertaken at this building as long-term office space may be more appropriate on upper floors.

Possible Alternatives.

Staff did release an RFQ seeking providers for the Si Ferrin space prior to connecting with Sweet Spirits and had no responses. At this time, contracting with Sweet Spirits is the best possible option for achieving Council's goals related to Early Childhood Education. Council may choose to not move forward with this proposal at this time.

Comprehensive Plan & Priority Alignment.

Early Childhood Education relates directly to the Comp Plan's focus on Quality of Life. National studies have shown the powerful effects ECE has on infants and toddlers. With over 80% of families in Teton County having two working parents, further solutions to support parents and guardians through the most challenging years when their children are the youngest need to be worked on by the community as a whole.

Fiscal Impact.

Town Council has placed \$100,000 in the FY2023 budget for work on Early Childhood Education. Should Council choose to continue to pursue the provision of childcare during meetings, that would have a cost associated with it, which staff will need to determine and bring back to Council. Construction costs at Si Ferrin will be covered by Sweet Spirits, LLC. There is also \$135,000 in this year's budget for building offices in the garden-level of the 155 E. Pearl. This space could be prepared to be office space with cubicles for an estimated \$35,000, which would be a near-term fix. Staff also has a quote for a full build-out, which is estimated to cost \$225,000 for a larger construction project that would provide more permanent office space.

Staff Impact.

Staff has spent approximately 20 hours divided between Administration, Community Development, and Legal meeting with Sweet Spirits and preparing this report. Additional time will be needed for start-up and contract support going forward. It is anticipated that Public Works staff will spend approximately 30 hours supporting updates and construction on the west side of Si Ferrin and an additional 50 hours to prepare the GLS garden-level space. There will be an impact on staff related to noise associated with childcare while the east side of Si Ferrin is utilized for childcare and the west side is still utilized for offices during the cubicle construction in the garden level space. Staff in this facility may be given permission for remote work depending on the noise level.

Attachments or Links.

None at this time.

Suggested Motion.

I move to direct staff to prepare a contract with Sweet Spirits Preschool and Child Care, LLC for early childhood education and to create partitioned office space in the garden-level of the 155 E. Pearl building.

STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Regular Council Meeting
Submitting Department:	Town Clerk	Presenter:	Lynsey Lenamond
Agenda Item:	Application for Restaurant Liquor License Root Café LLC dba Soluna Cafe	Public Comment:	Yes

Purpose & Policy Considerations.

Consideration of an application for a 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 a restaurant liquor license.

Recommendations.

Staff recommends approval of this application.

Background.

On October 21, 2022, the Clerk's office received an application for a restaurant liquor license from Root Café LLC dba Soluna Café, for operation at 225 N. Cache St. The applicant's proposed dispensing area is behind the eating counter on the southern end of the restaurant space. The proposed area can be seen in the attached photos. Approval of this application would include approval of alcohol being dispensed in that location.

The application was distributed according to Town procedure to Town and Joint Departments for review and comment. The Wyoming Liquor Division has certified the application complete.

Analysis.

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

- (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.

Fiscal Impact.

If the application is approved the prorated fee for the restaurant liquor license of \$535.35 will be deposited into the Town's general fund. The license will generate an undetermined amount of sales tax revenue.

Staff Impact.

The Clerk's office spent approximately 10 hours, including review of the application and working with the applicant and the Wyoming Liquor Division. This time will also include preparation of the license if approved and updating the appropriate files. 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 will include the applicant in their compliance checks.

Attachments or Links.

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 from Root Café LLC, subject to the following conditions, and further direct the Town Clerk 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 Town Clerk shall not issue the license until all required Town licenses and permits have been obtained.
2. The Town Clerk shall not issue the license until all required State filings are in good standing.
3. 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: \$	Local License #:
	Prorated Fee: \$ <u>535.35</u>	Date filed with clerk: <u>10 / 28 / 22</u>
	Transfer Fee: \$	Advertising Dates: (2 Weeks) <u>11/9/22</u> & <u>11/16/22</u>
	Publishing Fee: \$ <u>100</u> <u>00</u>	Hearing Date: <u>11 / 21 / 22</u>
Publishing Fee Direct Billed to Applicant: ☐		
License Term:	<u>11</u> <u>22</u> <u>22</u> Through <u>3</u> <u>31</u> <u>23</u>	
	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: Root Cafe LLC

Trade/Business Name (dba): Soluna Cafe

Building to be licensed/Building Address: 225 North Cache St.
Number & Street

Jackson WY. 83002 Teton
City State Zip County

Local Mailing Address: PO Box 11983
Number & Street or P.O. Box

Jackson WY. 83002
City State Zip

Local Business Telephone Number: (307) 733-7323 Fax Number: ()

Business E-Mail Address: Solunacafe54@gmail.com

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

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
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SPECIAL DESIGNATIONS

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

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

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from <u>Feb</u> to <u>Present</u>
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from <u>Mon</u> to <u>Sun</u>
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from <u>9:00am</u> to <u>9:00pm</u>

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 2 of lease.(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page On Amendment paragraph _____ 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 Alcohol 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 ☐

(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 Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Mark Rector							
						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

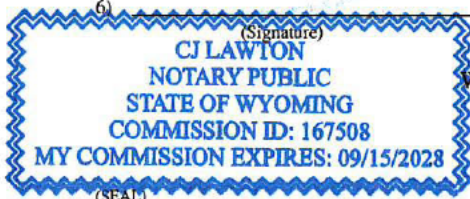
(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)**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

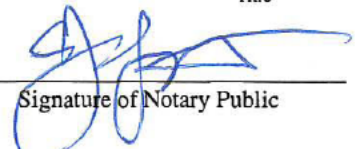
STATE OF WYOMING)
) SS.
COUNTY OF _____)

Signed and sworn to before me on this 20th day of October, 2022 that the facts alleged in the foregoing instrument are true by the following:

1)	 (Signature)	Mark Rector (Printed Name)	Owner (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)



Witness my hand and official seal:


Signature of Notary Public

My commission expires: _____

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:

Mark

First Name

William

Full Middle Name

Rector

Last Name

[Redacted Address Block]

Date of Birth

Social Security Number

Driver License: State / Number

Male or Female
Circle one

10/21/22

Date Signed

[Signature]

Applicant Signature

State of

Wyoming

)

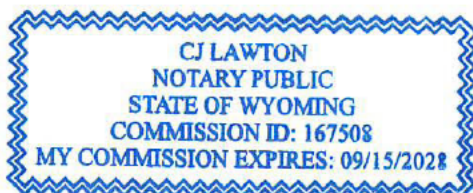
County of

Teton

)ss

Subscribed and sworn to before me this 21st day of October, 2022.

(SEAL)



[Signature]
Notary Public or officer authorized to administer oaths

SOLUNA CAFE

225 North Cache Street, Jackson, WY
307.733.7323

OPEN EVERY DAY 9am – 9pm

Delicious, healthy plant-based cuisine made from scratch every day

PLATES

\$16

Add avocado for \$2

Falafel

3 pieces of falafel, hummus, pickled vegetables, tahini, pita or corn tortilla

Greek Salad

Romaine, tomato, cucumber, feta, olives, pickled vegetables, pita

BOWLS

\$16

Add avocado for \$2

RnB

Rice, beans, cauliflower, potatoes, spinach/greens, corn tortilla

QBP

Quinoa, black beans, sweet potatoes, pickled vegetables, corn tortilla

Indo

Indonesian style fried rice, carrot, celery, mushrooms, corn tortilla

SANDWICHES AND WRAPS

\$16

Comes with your choice of fries, soup, or a salad

Veggie Burger

Quinoa, rice, beans, beets, feta

GTP

Grilled tomato, pesto, feta and avocado, served on sourdough

Falafel Wrap

Pita wrap with falafel, hummus, Greek salad, tahini sauce

SOL Burrito

Rice, beans, potatoes, tomato, avocado, spinach/greens, pesto, feta

Quincy

Grilled cheese on sourdough served with a cookie

TACOS

\$13

Add avocado for \$2

Traditional

Cauliflower, zucchini, tomato, mushrooms, pickles, avocado

Greek

Falafel, tomato, romaine, hummus, pickled vegetables, tahini

Buffalo Cauliflower

Carrot, celery, garlic, ginger, pickled onion, blue cheese ranch

SAUCES

Most menu items listed above are served with one of the following sauces:

Greek, maple mustard, habanero carrot, tikka masala, curry, tahini, pesto, pico de gallo, jalapeño ranchero, blue cheese ranch.

Ask your server if you would like a different sauce than what comes with your order.

SOUPS

\$5 cup 8oz

Served with corn tortilla

\$9 bowl 16oz

Carrot ginger

Carrot, ginger, coconut

Soup of the day

Please ask your server

BREAKFAST

Served all day, every day

Blueberry pancakes

\$16

Three gluten free pancakes with chia, flax, hemp, peanut butter, jam and seasonal fruit, served with maple syrup

Huevos

\$16

Garbanzo scramble, beans, spinach, tomato, avocado, potatoes, sauce

Oatmeal bowl

\$13

Gluten free oats, flax, hemp, peanut butter, jam, seasonal fruit and banana, served with maple syrup

Breakfast sandwich

\$13

Garbanzo scramble, tomato, pesto, feta and avocado, served on sourdough

Breakfast burrito

\$13

Tofu scramble, roasted potatoes, tomatoes, pesto, greens

Breakfast tacos

\$13

Tofu scramble, roasted potatoes, tomatoes, pesto, greens, pickled cabbage

BEVERAGES

House-made juices 16oz

\$12

Made fresh daily

M3

\$9

Matcha, maca, mocha, coconut milk latte

Coffee

\$4

Tea

\$3

Spindrift/seltzer

\$3

Perrier

\$5

Coca-Cola (bottles with cane sugar)

\$5



11/04/2022

Bank of Jackson Hole
P.O. Box 7000
Jackson, WY 83002

RE: GOOD STANDING ACCOUNT

To Whom It May Concern:

This letter serves to provide you with a bank reference for our client, Root Cafe LLC, has established accounts with Bank of Jackson Hole. The account is as follows:

Root Cafe LLC



The account is in Good Standings with The Bank of Jackson Hole

Best Regards,

A handwritten signature in black ink, appearing to read "Ulises Avila".

Ulises Avila
Senior Personal Banker
Bank of Jackson Hole
P.O. Box 7000
Jackson, WY 83002

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES**

2219 CAREY AVE

CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 11385

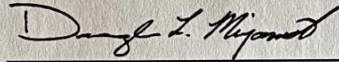
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 1/19/2023

**SOLUNA CAFE
225 W CACHE ST
JACKSON, WY 83001**

**ROOT LLC DBA SOLUNA CAFE
ROOT LLC DBA SOLUNA CAFE
PO BOX 11983
JACKSON, WY 83002**



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION**

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "Lease") is made effective as of ^{September 16} July , 2021 (the "Effective Date") by and between Gen4 LLC, a Wyoming limited liability company (the "Landlord"), and Root Cafe, LLC, a Wyoming limited liability company (the "Tenant"). For the mutual considerations, on the terms and subject to the conditions set forth herein, Landlord and Tenant hereby agree as follows:

1. **The Premises.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord that certain real property consisting of the entire second level of 225 North Cache Street in Jackson, Wyoming (the "Building") as it exists on the date of this Lease, the exterior stairway, and that portion of the first level of the Building as shown on the attached Exhibit A (the "Premises"), which Premises are located within that certain building located at 225 North Cache Street, Jackson, Wyoming 83001 (the "Building"), situated on that real property more particularly described as Lots 6-8 of Block 1, according to that plat recorded in the Office of the Teton County Clerk as Plat No. 101 (the "Real Property") (the Building and Real Property are sometimes referred to together herein as the "Property").

2. **Lease Term.** Landlord hereby leases to Tenant, and Tenant hereby takes and leases from Landlord, the Premises. The term of this Lease shall be as follows:

2.1. **Initial Term.** The initial term of this Lease shall be from the Effective Date until March 31, 2024 (the "Initial Term"), unless sooner terminated as provided herein.

2.2. **Renewal Options.** After the Initial Term, Tenant shall have the option to renew this Lease for two additional three-year terms as follows:

a. So long as Tenant is not in Default at the end of the Initial Term, Tenant shall have the option to renew this Lease for an additional term of 3 years, beginning on April 1, 2024 and ending on March 31, 2027 ("First Renewal Term"). To exercise the First Renewal Term, Tenant shall notify Landlord in writing, as well as verbally notify Landlord, of Tenant's decision to exercise the First Renewal Term no later than October 1, 2023 ("Tenant's First Renewal Notice"). If Tenant fails to deliver Tenant's First Renewal Notice, then Tenant will be deemed to have not renewed this Lease, and this Lease shall terminate as of the end of the Initial Term.

b. So long as Tenant is not in Default at the end of the First Renewal Term, Tenant shall have the option to renew this Lease for an additional term of 3 years, beginning on April 1, 2027 and ending on March 31, 2030 ("Second Renewal Term"). To exercise the Second Renewal Term, Tenant shall notify Landlord in writing, as well as verbally notify Landlord, of Tenant's decision to exercise the Second Renewal Term no later than October 1, 2029 ("Tenant's Second Renewal Notice"). If Tenant fails to deliver Tenant's Second Renewal Notice, then Tenant will be deemed to have not renewed this Lease, and this Lease shall terminate as of the end of the First Renewal Term.

The First Renewal Term and Second Renewal Term each shall be referred to herein as a "Renewal Term," and the Initial Term plus any such Renewal Term(s) exercised shall be referred to herein as the "Term."

3. **Rent.** As rent for the Premises, Tenant shall pay the following sums to Landlord. All rents set forth in this Section 3 shall be paid by Tenant to Landlord via electronic transfer of funds to an account that Landlord shall designate, or by such other method as Landlord and Tenant may mutually agree upon from time to time. Partial month's rents shall be prorated by day.

3.1

3.2. **Additional Rent.** In addition to the Base Rent set forth above, Tenant shall pay as additional rent during the Term 30% (the "Prorata Share") of Landlord's actual costs incurred with Landlord's ownership, operation, maintenance, and repair of the Building. Such ownership, operation, maintenance, and repair costs shall be the actual real and personal property taxes, all insurance premiums, alarm costs, snow removal, building and common area maintenance (CAM) charges (defined below), property management fees, accountant and bookkeeper fees, other assessments levied or assessed against Landlord, and all other direct costs of ownership, operation, maintenance, and repair of the Building including any common areas, parking facilities, and structural improvements (collectively, the "Operating Expenses"). Further, Tenant shall pay 90% of the water and sewer costs for the Building as an Operating Expense. Tenant shall pay the Operating Expenses when billed by Landlord. Operating shall begin to accrue as of the Effective Date and shall not be abated prior to the Rent Commencement Date.

- a. **Annual Meeting; True-Up.** On or around May 1 of each year during the Term, Landlord and Tenant will meet regarding the Operating Expenses. At this meeting, Landlord will use commercially reasonable efforts to determine the estimated monthly Operating Expenses that Tenant can anticipate paying for the next 12 months, it being the understanding of the Parties that Landlord cannot guarantee the Operating Expense costs in advance. Further, at this meeting (and again on or around the expiration of the Term), Landlord and Tenant shall true up the estimated Operating Expenses paid by Tenant as compared to the actual Operating Expenses incurred by Landlord, such that any overpayment by Tenant shall be reimbursed to Tenant by Landlord, and any underpayment by Tenant shall be paid by Tenant to Landlord. Landlord shall provide reasonable supporting information evincing the Operating Expenses to Tenant. In the event Tenant disputes any item of Operating Expenses or Tenant's share thereof, the parties shall work together in good faith to resolve such dispute.
- b. **CAM Charges.** CAM charges include all costs incurred by Landlord in its discretion of maintaining the portions of the Building and the Real Property that may be used by all tenants of the Building and the improvements thereon, which costs shall include, without limitation: gardening; landscaping (including replacement of plants); repair and maintenance (including paving, utility services, line painting, lighting, sanitary control, cleaning, drainage, snow removal, landscape maintenance, common driveway maintenance, exterior painting of improvements and maintenance of the roof); trash and recycling removal; depreciation on machinery and equipment used in connection with the maintenance of the common area; personnel to implement common area maintenance; capital improvements to the common area which are required or recommended by applicable federal, state or local laws, ordinances, statutes, rules, or regulations (amortized upon such reasonable basis as

Landlord may elect); directional signs and markers; janitorial services; repairs to lighting fixtures and equipment; security; and pest treatment.

- c. The following shall not constitute "Operating Expenses": (i) leasing commissions or attorneys' fees, costs, and disbursements, and other expenses incurred in connection with other tenants of Building; (ii) interest or late fees on debt, fees, expenses, or amortization payments on any mortgages or indebtedness of Landlord; (iii) interest or penalties for late payments unless caused by Tenant; (iv) salaries, benefits, or other compensation paid to leasing agents or employees of Landlord other than a proportionate expense of a building or property manager; (v) costs reimbursed by insurance or any other third party; and (vi) expenses in connection with services or other benefits of a type which are not provided to Tenant but are provided to another tenant or occupant of the Building; (vii) costs incurred to defend Landlord's title to the Real Property; and (ix) costs incurred as the result of the negligence or willful misconduct of the Landlord.

- 3.3. Late Charges. If a rent payment due from Tenant hereunder is more than five calendar days late, Tenant shall pay to Landlord, in addition to the amount due, a late payment fee equal to 5% of the amount of the payment due together with interest at a rate of 12% per annum from the date the payment was originally due until paid in full. The assessment or collection of a late charge shall not constitute the waiver of any breach or default and shall not bar the exercise of other remedies for nonpayment.

4. Taxes and Assessments. Landlord shall pay all real estate taxes and assessments and any other governmental charges, assessments, or taxes pertaining to the Property during the Term, but subject to Tenant's obligation to reimburse Landlord for such items in accordance with the Operating Expenses provisions of this Lease. Tenant shall be solely responsible for paying any taxes levied against Tenant's personal property, trade fixtures, and other property placed by Tenant in the Premises.

5. Security Deposit.

- 5.1. Inspection Prior to Termination. Fifteen calendar days prior to the expiration of the Term, Landlord shall perform an inspection of the Premises with Tenant present. Within seven calendar days prior to the expiration of the Term, Landlord shall deliver a written list of additional cleaning or repair of damages reasonably required to bring the Premises into the same condition as it was as of the Effective Date, approved improvements notwithstanding. Tenant shall have until the end of the Term to complete the items on said written list.

6. Guaranty. Mark Rector and Brendan Ryan, as individuals, shall personally guarantee the faithful performance of the Tenant's obligations herein by executing a personal guaranty in the form attached hereto as Exhibit B. It is a condition precedent to the effectiveness of this Lease that Mark Rector and Brendan Ryan execute the personal guaranty.

7. Improvements to Premises

- 7.1. **Landlord Improvements.** Landlord may undertake repairs to the Premises during the Term, provided that such alterations and improvements do not materially change or unreasonably interfere with Tenant's use and occupancy, including operation, of the Premises. Landlord shall confer with Tenant prior to undertaking any alterations, repairs, and improvements to or within the Premises, and Landlord shall use best efforts to make alterations, repairs, and improvements without or with minimal interruption to Tenant's business; provided, however, that Landlord may make repairs to damage that poses an immediate threat to healthy, safety, welfare, or property without first conferring with Tenant. For any significant planned alterations, repairs, or improvements to the Premises (where "significant" is defined as work that shall take more than one (1) business day to complete), Landlord and Tenant shall agree in writing as to the proposed construction scope and schedule.
- 7.2. **Tenant Improvements.** If Tenant wishes to make any alterations, modifications, or additions to the Premises, Tenant shall first obtain the written consent of Landlord, which consent shall be given or withheld in Landlord's sole discretion ("Tenant Improvements"). All Tenant Improvements shall be made at Tenant's sole expense and shall be deemed a part of the Premises and shall remain upon and be surrendered with the Premises at the termination hereof unless otherwise agreed to in writing by the Parties. In the event that the Parties agree that Tenant may remove Tenant Improvements, Tenant shall remove Tenant Improvements and restore the Premises to the condition that existed at the beginning of the Term, reasonable wear and tear excepted. Tenant shall be responsible for obtaining all necessary building permits and governmental approvals for Tenant Improvements at Tenant's sole cost. All Tenant Improvements shall be performed by a licensed and bonded contractor; provided that Tenant may perform painting, drywall repair, and trim without a licensed and bonded contractor. As a further condition of Landlord's consent, said contractor must evidence insurance coverage to include: (a) Worker's Compensation Coverage and (b) Comprehensive General Liability Property Damage insurance. All Tenant Improvements shall be done in a good and workmanlike manner and in accordance with all applicable building codes and shall be diligently pursued to completion. All Tenant Improvements must be made in accordance with all local laws, codes, and regulations.
- 7.3. **Trade Fixtures.** From time to time, Tenant may install trade fixtures within the Premises subject to the terms and conditions of this Section ("Trade Fixtures"). Before the installation of any Trade Fixtures, Tenant will provide Landlord with list of all proposed Trade Fixtures for Landlord's review and approval. Approved Trade Fixtures that Tenant installs in the Premises shall remain the personal property of the Tenant, and Tenant may remove the Trade Fixtures at any time during the Term, provided that any damage caused to the Premises as a result of the removal of Trade Fixtures shall be repaired by Tenant at Tenant's sole expense. Trade Fixtures shall not include the following improvements: permanent wall coverings, ceiling coverings, and/or floor coverings; light fixtures; ceiling fans; heating and ventilation and air conditioning controls, equipment, or ducting; walk-in coolers; fire suppression systems; gas, water, or wastewater plumbing, pipes, or fixtures of any nature; alarm systems; electrical or telecommunications wiring. Any Trade Fixtures not removed at or prior to the expiration of the Term shall become the property of Landlord.

8. Use of Premises

- 8.1. **Use and Operation.** Tenant shall use and occupy the Premises for the sole purpose of operating a restaurant. Tenant shall not perform any acts or carry on any practices that may injure the Premises or Property, or be a nuisance or a menace to the other tenants within the Building or adjacent properties. Tenant shall conduct its business at all times in a manner consistent with reputable business standards. Tenant shall comply with

all applicable present or future laws relating to the Premises and Tenant's use thereof, including without limitation, laws regulating hours of operation, health, safety, zoning and building codes, and any permit or license requirements. Tenant shall not cause the safe floor loading capacity of the Premises, or the occupancy limits set by the fire department, to be exceeded.

- 8.2. Operational Minimum. Tenant's restaurant shall be open to the public at least five days a week, 50 weeks out of the year (the "Operational Minimum"); provided, however, that Tenant shall be excused from meeting the Operational Minimum if governments with authority over the Premises implement laws, orders, or other mandates that prevent Tenant from meeting the Operational Minimum.
- 8.3. Insurance Restrictions. Tenant shall not perform any act that would cause the cancellation of any insurance policies related to the Property. Tenant shall reimburse Landlord for any increases in insurance premiums payable by Landlord as a result of any change in Tenant's use of the Premises or any change in the nature of Tenant's business.
- 8.4. Rules. Tenant shall and shall cause its employees, agents, and contractors to comply with (i) any rules Landlord may from time to time by notice to Tenant create or amend for the tenants of the Building; and (ii) the covenants, conditions, and restrictions, and any rules and regulations enacted by Landlord from time to time. A current copy of the Rules and Regulations for the Premises is attached hereto as Exhibit C.
- 8.5. Parking. Tenant takes possession of the Premises with knowledge that there is no assigned parking for the Premises and that parking is available to tenants of the Building on a first-come, first-served basis. Landlord shall have the right to allocate parking in Landlord's sole discretion at any time after the Effective Date, provided that such allocation will be based on a pro-rata basis based on the square footage of the various tenants and/or businesses operating out of the Building. Upon request from Tenant, Landlord shall reserve two parking spaces for restaurant pickup or delivery vehicles.
- 8.6. Compliance with Environmental Laws. Without in any manner limiting any other provision of this Lease, Tenant hereby represents, warrants and agrees for the full duration of its obligations under this Lease that it will:
- a. comply fully with all federal, state and local laws, rules, orders, or regulations pertaining to health or the environment ("Environmental Laws");
 - b. not dispose of or permit or acquiesce in the disposal of any waste (including, but not limited to, any paints, solvents, or paint thinners) products on, under or around the Premises and will properly dispose of any grease and/or other kitchen waste, or dispose of it in such a manner as Landlord may reasonably request;
 - c. defend, indemnify and hold harmless Landlord from and against any and all costs, claims, demands and damages, including attorneys' fees and court costs and investigatory and laboratory fees, related to any breach of this Lease by Tenant, including, without limitation, any adverse health or environmental condition (including without limitation any violation of Environmental Laws) occurring during the Term. This indemnification obligation shall survive the expiration or termination of this Lease;
 - d. comply with all reporting obligations imposed under the Federal Emergency Planning and Community Right to Know Act of 1986 and any similar state or local laws, rules or regulations;

- e. comply with all pretreatment requirements imposed by law with respect to the disposal of waste or effluent into the sanitary sewer system;
- f. not cause any dumping, spillage, leakage or runoff of substances regulated by Environmental Laws ("Regulated Substances") into dry wells, storm drains, water retention areas, or any areas where such substances could be absorbed into the soil;
- g. obtain and maintain all permits required by federal, state or local laws, rules or regulations;
- h. prepare, and upon request provide a copy to Landlord of, all response plans required by applicable law;
- i. not keep, store or use within the Premises any Regulated Substances except small quantities that are reasonably necessary for Tenant's business and are stored, used and disposed of in compliance with all Environmental Laws; and
- j. shall cause all trash and refuse to be removed from the Property with sufficient frequency to prevent odors or accumulation.

8.7. **Environmental Audit.** At any time and from time to time (but only after a showing of reasonable cause of environmental issues that first arises during the Term), Landlord may retain an environmental consultant or engineer to conduct an environmental audit or environmental assessment of the Premises and Tenant's compliance with applicable laws, rules, and regulations. Tenant shall extend its full cooperation with such audit or investigation. If Tenant is found not to be substantially in compliance with applicable law, all reasonable costs associated with such audit or assessment and required remediation shall be paid by Tenant to Landlord upon demand; otherwise all costs shall be borne by Landlord. In addition, Tenant, at Landlord's request from time to time, shall complete such questionnaires and provide such information with respect to Tenant's activities and operations on the Premises as Landlord shall reasonably require.

9. **Condition.** As of the Effective Date, Landlord warrants that it has no knowledge of any condition of the Real Property, Building, and Premises, or improvements thereon, which will interfere with Tenant's use of the Premises as set forth in this Lease. Landlord warrants that the HVAC system serving the Premises is adequate to maintain an ambient temperature of 70 degrees Fahrenheit. Within 7 business days of the Effective Date, Landlord shall present Tenant with an Initial Condition of the Premises (the "**Initial Condition Report**"). The Initial Condition Report shall provide Tenant with copies of all certificates of inspection in Landlord's possession of the Premises, Property, and Building conducted within the six months preceding the Effective Date (including but not limited to certificates of inspection of the HVAC, hood, grease trap, fire suppression systems, elevator, and common area elements). Tenant hereby accepts the Premises in an AS IS condition, with all faults. Tenant hereby acknowledges that it has relied on its own familiarity with the Premises and its own due diligence in entering this Lease and not on any representations or warranties outside of this Lease of Landlord or any broker or other representative of Landlord concerning the condition or suitability of the Premises for any particular purpose or any other matter.

10. **Maintenance**

10.1. **By Tenant.** Tenant shall maintain the Premises and the improvements thereon, including all electrical, plumbing, and HVAC systems located within and/or solely serving the Premises, but excluding Landlord's obligations as set forth in Section 10.2 below, in good condition and repair consistent with the standards for the Building determined by Landlord. Tenant shall arrange for and pay for the annual servicing of the HVAC, elevator, and fire suppression systems serving the Premises, using contractors that Landlord shall introduce to Tenant, and at a time that continues the historical timing of such servicing. If Tenant does not comply with its obligations under this subsection, Landlord may, but need not, make such

repairs and replacements, and Tenant shall pay Landlord the cost thereof upon demand. Tenant also shall make such repairs and alterations necessary to comply with the requirements of any governmental or quasi-governmental authority having jurisdiction.

10.2. By Landlord. Landlord shall maintain and repair the Property as Landlord determines necessary, and Landlord shall:

- a. maintain, repair, and replace the structural elements of the Building (including the roof, siding, and foundation), and the electrical and plumbing systems serving the Building and Property, and Landlord shall pass these expenses through to the Tenants of the Building as Operating Expenses. Provided that Landlord uses reasonable efforts to avoid interference with Tenant's business and/or access to the Premises, as limited under Sections 3.2, Landlord shall not be liable or responsible for breakdowns or temporary interruptions utilities nor for interference with Tenant's business or Tenant's access to the Premises during the course of repairs or remedial work. Notwithstanding the foregoing, in the event an element of the Premises, Building, or Property under Landlord's general responsibility is damaged through acts or omissions of Tenant, then Tenant shall be responsible for that element's replacement. If Landlord fails to fulfill its obligations under this Section in a reasonable period, and such failure causes an interference with Tenant's use and occupancy of the Premises, Tenant may, on three days' notice (except that no notice shall be required in case of emergency) perform such maintenance, repair and/or replacements and Landlord shall reimburse Tenant for the reasonable cost thereof upon demand, and if Landlord does not so reimburse Tenant, Tenant may offset all such sums due against rent due under the Lease.
- b. Maintain all commonly used portions of the Property in a clean and orderly condition.
- c. As needed in Landlord's discretion, clean, paint or stain and otherwise maintain the exterior of the Building in which the Premises is located and keep the exterior in good repair.
- d. Maintain and/or repair as necessary the underground utility lines servicing the Property and Premises.
- e. Pay any and all fines or penalties assessed by any governmental authority if the building in which the Premises is located fails to meet codes and regulations of governmental authorities during the Lease term with respect to items for which the Landlord is responsible for maintenance and repair under this Lease.
- f. In accord with the provisions of Section 15 of this Lease, make all repairs to the Premises when such repairs are necessitated by fire, flood, acts of God, earthquake or other natural causes, or by the acts or omission of other tenants of the Building or Landlord or Landlord's employees or agents.

11. Utilities. All utilities for the Premises other than water and sewer shall be arranged directly by Tenant with the utility supplier, including the posting of any required deposits, and paid directly to the utility supplier when due. Tenant shall not install any equipment or fixtures, or use the same, in any manner which exceeds the safe and lawful capacity of any utility equipment or lines serving the Premises. Landlord shall not be liable in damages or otherwise for any failure, variation, shortage or interruption of any utilities or services, and Tenant shall not be entitled to terminate this Lease or abate any portion of the rent as a result of such failure, variation, shortage or interruption. Tenant arrange directly for all refuse removal services provided to the Premises (including but not limited to its own dumpster, recycling, and grease-removal services), and shall cause all Tenant's refuse to be removed with sufficient frequency to prevent odors or accumulation. The location of Tenant's refuse containers shall be subject to Landlord's approval.

12. **Signs.** No sign, placard, picture, advertisement, name, or notice shall be inscribed, displayed, printed, or affixed on or to any part of the outside or inside of the Premises, the Building, or the Property without the Tenant first obtaining the written consent of Landlord, which consent may be granted or denied in Landlord's sole discretion. Tenant must comply with all regulations of the Town of Jackson with respect to signage. Landlord shall have the right to remove any such sign, placard, and picture, advertisement, name or notice without notice to and at the expense of Tenant. All approved signs or lettering on doors shall be printed, painted, or affixed or inscribed at the expense of Tenant.

13. **Insurance**

13.1. **Landlord's Policy.** Landlord shall obtain and maintain and pass through as Tenant's Prorata Share of the premiums as Operating Expenses an "all risk" insurance coverage on the Building at its full replacement cost.

13.2. **Tenant's Personal Property Insurance.** Tenant, at its cost, shall insure Tenant's personal property located on the Premises against loss or damage by fire or other casualties in the amount of its full insurable value. Tenant's policy shall also contain coverage for business interruption.

13.3. **Tenant's Policy.** Tenant, at its sole cost, shall obtain commercial general liability insurance with respect to the Premises (which premises shall include an area bound by the subfloor and the wall and ceiling coverings in) and Tenant's activities in the Premises, with minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate, worker's compensation insurance in accordance with statutory law, and employer's liability insurance with a limit of not less than \$500,000.00 per accident, \$500,000.00 disease policy limit, and \$500,000.00 disease limit each employee.. 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 an additional insured; (c) waiving the insurer's subrogation rights against the Landlord and its principals, members, managers, employees, agents, insurers, and attorneys (hereafter "Landlord Parties"); and (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 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 Premises and this Lease on a per location basis.

13.4. **Proof of Coverage.** On or before 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.

13.5. **Failure to Procure/Maintain Coverage.** If Tenant does not obtain or maintain any of the insurance policies required under this Section, Landlord shall provide written notice of such failure to Tenant and if Tenant fails to cure within 10 days of receipt of such notification, Landlord shall have 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.

13.6. **Mutual Waiver of Subrogation.** Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, business visitors, patrons or guests of such other party, for any loss or damage to such waiving party arising from any cause which is covered or required to be covered by the insurance which is required to be carried by such party pursuant to this Lease, or which is covered by any other insurance actually carried by such party, to the extent of the limits of such policy. Landlord and Tenant, from time to time, shall cause their respective insurers to issue appropriate endorsements to all policies of insurance

carried in connection with the Premises or the contents thereof, which endorsements waive such insurer's subrogation rights under such policies against the beneficiaries of this waiver.

14. **Indemnification.** Subject to Section 13.6 above, 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 as a result of Tenant's occupancy or use of the Premises, the Building, and the Property, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, licensees, invitees, and guests, except to the extent caused by the willful or negligent acts or omissions of Landlord. Subject to Section 13.6 above, 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 as a result of Landlord's default under this Lease, except to the extent caused by the willful or negligent acts or omissions of Tenant.

15. **Damage or Destruction to Premises.** So long as insurance proceeds related to any claim for damage are available, if the Premises are damaged by fire, the elements, unavoidable accident or other casualty, and the Premises are not rendered untenable in whole or in part, Landlord shall cause the damage to be repaired and the Rent shall be abated for the period of time for which the Premises is untenable based upon the percentage of the Premises rendered untenable. If, as a result, the Premises are 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 Premises rendered untenable. If, as a result, the Premises are rendered wholly untenable and cannot be repaired within 180 days, Landlord shall, at its option, either: (i) commence repairing the damage at its expense and the Rent, during such period of repair, shall be abated in whole but the Term shall not be extended (Tenant shall have the right to terminate this Lease within 180 days of written notification from Landlord that Landlord intends to repair the damage); or (ii) declare the balance of the Term hereof to be null and void and terminate the Lease. If repairs cannot be completed within 180 days, Tenant has the right to terminate the Lease. If any damage or destruction occurring to the Premises, whether partial or complete, is caused as the result of the intentional act or gross negligence of Tenant or Tenant's guests, invitees, agents, licensees, or subtenants, there shall be no apportionment or abatement of Rent during the Term and, subject to Section 13.6 above, Tenant shall be solely responsible for restoring the Premises.

16. **LANDLORD'S COVENANT:** The Landlord covenants as follows:

16.1. Upon Tenant paying the rent and performing the covenants upon its part to be performed herein, Tenant shall peacefully and quietly have, hold and enjoy the Premises during the term hereof.

16.2. To use commercially reasonable efforts to not allow any hazardous, noxious or other activity to occur on the Property, the Building or its adjacent sidewalks or parking lot that will impair Tenant's use of the Premises as a restaurant. If adjoining spaces are allowed to make, produce, sell or serve food and/or beverages, including alcoholic beverages, Landlord will require any such tenant to take reasonable commercial measures to reduce and minimize odors entering the Premises, including but not necessarily limited to ventilation and waste disposal procedures.

16.3. To require other Tenants, upon renewal of any existing leases, and to require any new tenants in the Building, to purchase and maintain sufficient insurance coverage and impose reasonable restrictions on such other tenants and to manage the Building and common areas adequately to reasonably protect Tenant's personal property from injury caused by other Tenants

16.4. To perform all of the responsibilities enumerated in Sections 3 and 10.2 of the Lease and any and all other services, maintenance or responsibilities of Landlord assessed as additional rent or cost to Tenant under the Lease or required under the Lease in a prompt, thorough and workman like manner.

17. Condemnation

- 17.1. **Automatic Termination.** If during the Term all or any material part of the Premises directly and adversely impacting Tenant's use and occupancy of the Premises is permanently taken for any public or quasi-public use under any statute or by right of eminent domain, or purchased under threat of such taking, this Lease shall automatically terminate on the date on which the condemning authority takes possession of the Premises.
- 17.2. **Optional Termination.** If during the Term any part of the Property is taken or purchased by right of eminent domain or in lieu of condemnation, whether or not any portion of the Premises is taken, and if in the reasonable opinion of Landlord substantial alteration or reconstruction of that portion of the Property is necessary or desirable as a result thereof, Landlord shall have the right to terminate this Lease by giving Tenant at least 30 days written notice of such termination.
- 17.3. **Award.** Landlord shall be entitled to receive and retain the entire award or consideration for the affected lands and improvements and Tenant shall not have or advance any claims against Landlord for the value of its property or its leasehold estate or the unexpired term of this Lease or for costs of removal or relocation or business interruption expense or any other damages arising out of the taking or purchase. Nothing herein shall give Landlord any interest in or preclude Tenant from seeking and recovering on its own account from the condemning authority any separate award of compensation attributable to the taking or purchase of Tenant's chattels or trade fixtures or attributable to Tenant's relocation expenses provided that any such separate claim by Tenant shall not reduce or adversely affect the amount of Landlord's award. If any such separate award made or compensation paid to Tenant specifically includes an award or amount for Landlord, Tenant shall promptly account therefor to Landlord.

18. Assignment and Subletting

- 18.1. **Consent Required.** Tenant shall not assign its interest under this Lease or sublet all or any part of the Premises without Landlord's prior written consent. Any approved subleases or assignments must be in writing in a form that Landlord shall review and approve in Landlord's reasonable discretion. Tenant shall not at any time pledge, hypothecate, mortgage, or otherwise encumber its interest under this Lease as security for the payment of a debt or the performance of a contract. Tenant shall not permit its interest under this Lease to be transferred by operation of law. Any such purported assignment, sublease, or other transfer made without Landlord's consent shall be void. Landlord's consent to any requested assignment or subtenancy shall not constitute consent to any further assignment or subletting.
- 18.2. **Transfer by Landlord.** Upon a sale or other transfer of the Property by Landlord, this Lease shall continue in full force and effect and Landlord's interest in this Lease shall automatically be transferred to the transferee. Such transferee shall automatically assume all of Landlord's obligations under this Lease accruing from and after the date of transfer and the transferor shall be released of all obligations under this Lease arising after the transfer.

19. **Subordination.** This Lease is and shall be subject and subordinate in all respects to all existing and future mortgages or deeds of trust now or hereafter encumbering the Property or any part hereof, provided that the holders of any such mortgages or deeds of trust agree that in the event of foreclosure, provided Tenant is not in default of its obligations under this Lease, Tenant shall not be disturbed in its use and occupancy of the Premises pursuant hereto. The holder of any mortgage or deed of trust may elect in writing at any time to be subordinate to this Lease.

20. **Estoppel Certificates.** Tenant shall at any time within 15 business days after written notice from Landlord execute, acknowledge, and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full

force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (b) confirming the commencement and expiration dates of the Term; (c) confirming the amount of the security deposit held by Landlord; (d) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (e) confirming any other matters or providing any other information that Landlord requests. Any such statement may be conclusively relied upon by a prospective purchaser or encumbrancer of the Property or any part thereof. If Tenant fails to respond within the required period, Tenant shall, at Landlord's option, conclusively be deemed to have certified, confirmed, and acknowledged all matters requested by Landlord. If Landlord desires to finance or refinance the Property, Tenant hereby agrees to deliver to any lender designated by Landlord such financial statements of Tenant as may be reasonably required by such lender and/or requested by Landlord. Such statement shall include without limitation the past three years' financial statements of Tenant. All such financial statements shall be received by Landlord in confidence and shall be used only for the purposes herein set forth.

21. **Mechanics Liens.** Tenant shall keep all of the Premises and every part thereof free and clear of any and all mechanics, materialman's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Tenant, any alteration, improvement, repairs, or additions that Tenant may make or permit or cause to be made, or any work or construction, by, for, or permitted by Tenant on or about the Premises, or any obligations of any kind incurred by Tenant, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Landlord and all of the Premises against all such liens and claims of liens and suits or other proceedings pertaining thereto. Tenant hereby expressly recognizes that in no event shall it be deemed the agent of Landlord and no contractor of Tenant shall by virtue of its contract be entitled to assert any lien against the Premises. If any such lien is filed against the Premises on account of the acts of Tenant, Tenant agrees to promptly pay the same or post a bond to have such lien discharged. If Tenant fails to discharge such lien within 15 days of its filing, then, in addition to any other right or remedy of Landlord, Landlord may, at its election, discharge the lien. Tenant shall pay on demand any amount paid by Landlord for the expenses of Landlord incurred in defending any such action or in obtaining the discharge of such action or in connection therewith, including reasonable attorneys' fees.

22. **Quiet Enjoyment.** If Tenant pays the rent and observes and performs the terms, covenants, and conditions contained in this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance by Landlord; provided, however, that Tenant acknowledges that the exercise by the Landlord of any of the rights conferred on Landlord under this Lease and the entry upon the Premises for or in connection with such purposes shall not be deemed to be a constructive or actual eviction of the Tenant and shall not be considered to be a breach of Landlord's covenant of quiet enjoyment.

23. **Surrender and Holdover**

23.1. **Surrender.** Upon the expiration or termination of this Lease or of Tenant's right to possession, Tenant shall surrender the Premises in the condition in which it existed upon commencement of the Term, reasonable wear and tear excepted. Tenant shall not remove any permanent improvements that were provided by Landlord at the commencement of this Lease. All fixtures or improvements constructed or installed by Tenant at the Premises, except Tenant's trade fixtures, lighting fixtures, furniture, equipment and other personal property, shall be the property of Landlord. All wall coverings, carpeting, and other fixtures located in or serving the Premises, except Tenant's trade fixtures, lighting fixtures, furniture, equipment, and other personal property, whether installed by Tenant or Landlord, shall remain at the Premises at the expiration or termination of this Lease without compensation, allowance, or credit to Tenant. Tenant shall promptly remove Tenant's trade fixtures, lighting fixtures, furniture, drapes, equipment, and other personal property and repair any damage to the Premises caused by such removal. If Tenant shall fail to perform any repairs or restoration or fail to remove any items from the Premises as

required hereunder, Landlord may do so, and Tenant shall pay Landlord the cost thereof upon demand. All property removed from the Premises by Landlord hereunder may be handled, discarded, or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation, or safekeeping thereof. All such property shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. If Landlord arranges for storage of any such property, Landlord shall have a lien against such property for costs incurred in removing and storing the same.

- 23.2. **Holdover.** If Tenant holds over without Landlord's consent, Tenant shall be in Default hereunder without notice or opportunity to cure, and, in addition to any other right or remedy of Landlord, Tenant shall, at Landlord's election, be a tenant at sufferance or a tenant from month-to-month. In either case, all terms and provisions of this Lease shall remain in effect at Landlord's option, except that rent shall be payable monthly in advance at a rate equal to twice the rate in effect immediately before the holdover began. A holdover month-to-month tenancy may be terminated by either party as of the first day of a calendar month upon at least 10 days' prior notice. A holdover tenancy at sufferance is terminable at any time by Landlord without notice.

24. Breach, Default, and Remedies

- 24.1. **Default by Tenant.** Each of the following events shall constitute an "**Event of Default**" under this Lease:

- a. **Failure to Pay Rent.** Tenant fails to pay any rent payable by Tenant under this Lease, or any part thereof, within 5 days following the due date and fails to cure such failure within five (5) days after Landlord delivers written notice of such failure to Tenant.
- b. **Failure to Perform Other Obligations.** Tenant breaches or violates any provision of this Lease applicable to Tenant other than a covenant to pay rent, and such breach or violation continues for a period of 30 days after written notice thereof from Landlord to Tenant; or, if such breach or violation cannot be reasonably cured within such 30-day period, Tenant does not commence a cure within such 30-day period or does not thereafter pursue such cure in good faith to completion. The provisions of this section shall not apply with respect to any breach or non-compliance for which a cure period is specifically set forth in this Lease or for which an Event of Default is otherwise provided under this section.
- c. **Abandonment of Premises.** Tenant abandons all or any portion of the Premises.
- d. **Bankruptcy or Related Proceedings.** Tenant files a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency Laws, or voluntarily takes advantage of any such Laws by answer or otherwise, or dissolves or makes a general assignment for the benefit of creditors, or involuntary proceedings under any such Laws for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for the Premises or for all or substantially all of Tenant's property, and such involuntary proceedings are not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment.

- 24.2. **Defaults by Landlord.** Landlord's failure to perform any of its obligations under this Lease for a period of 30 days after written notice thereof is received by Landlord from Tenant shall constitute an "**Event of Default**" under this Lease.

- 24.3. **Remedies.** If any Event of Default occurs, the non-defaulting Party shall have the right to exercise any one or more of the remedies described below:

- a. Cure by non-defaulting Party. The non-defaulting Party may, at its option but without any obligation to do so, and without releasing the defaulting Party from any obligations under this Lease, make any payment or take any action as it deems necessary or desirable to cure any Event of Default in such manner and to such extent as it deems necessary or desirable; provided that, prior to making any such payment or taking any such action, the non-defaulting Party notifies the defaulting Party of its intention to do so (unless in the event of an emergency) and affords the defaulting Party at least 15 days in which to make such payment or take such action. The defaulting Party shall pay the non-defaulting Party, immediately upon demand, all advances, costs, and expenses in connection with making any such payment or taking any such action, including reasonable attorneys' fees.
- b. Termination of Lease and Damages. The non-defaulting Party may terminate this Lease, effective at such time as may be specified by notice to the defaulting Party. In the event Landlord terminates the Lease it may demand (and, if such demand is refused, recover) possession of the Premises from Tenant. In such event, Landlord shall be entitled to recover from Tenant, immediately upon such termination or recovery of possession, whichever is earlier, (i) an aggregate sum equal to all unpaid rent for the entire period prior to the termination date or date of recovery of possession, as applicable, plus (ii) the costs of recovering the Premises, plus (iii) all other sums of money and damages then owing by Tenant to Landlord under the terms of this Lease, plus (iv) Landlord's attorney's fees. Landlord shall seek to relet the Premises in good faith. Upon termination, Tenant's right of possession shall cease and terminate and Landlord may reenter and take possession of any of the Premises, without additional demand or notice, and repossess the same and expel Tenant and any Party claiming by, through, or under Tenant, and remove the effects of both.
- c. Reletting the Premises. Upon Landlord's recovery of possession of the Premises, Landlord may enter the Premises as an agent for Tenant or in Landlord's own name, without any obligation to do so, and relet the whole Premises or any portion thereof, with or without improvements made by Tenant thereon, for any period equal to, greater or less than the remainder of the Term of this Lease, for any reasonable sum (including any rental concessions and rent-free occupancy), to any tenant which Landlord may deem suitable and satisfactory, and for any use and purpose that Landlord deems appropriate. In the event of any such reletting, Landlord agrees to apply the net amount received by Landlord for any such re-letting of the Premises to Tenant's liability as set forth in the following paragraph.
- d. Survival of Tenant's Liability. Notwithstanding any termination of this Lease by Landlord, Tenant shall be and remain liable for all rent owed hereunder and other charges and sums due hereunder for the remainder of the Term, as and when such charges and sums come due, less the net amount received by Landlord for any re-letting of the Premises. Such liability shall survive the termination of this Lease, any recovery of possession of the Premises by Landlord, any action to secure the possession of the Premises, and/or Landlord's pursuit of any other remedy available to Landlord pursuant to the terms of this Lease, at law or in equity in accordance with the provisions contained herein.
- e. Right to Successive Actions. Landlord shall have the right to maintain successive actions against Tenant for recovery of all damages, including without limitation amounts equal to all rent and other charges and amounts payable hereunder, and Landlord shall not be required to wait to begin such actions or legal proceedings until the date this Lease would have expired.
- f. Landlord May Pursue Numerous Remedial Options. Landlord may pursue any combination of such remedies named herein in addition to any and all remedies available to Landlord on account of Tenant's default at law or in equity.

25. **Notices.** All notices, demands and other communications required under this Lease shall be in writing, together with verbal notification, and will only be deemed properly given and received (a) when actually given and received, if delivered in person to a Party as confirmed via signature; or (b) the same day as deposited with an overnight delivery service or with the U.S. Postal Service, certified or registered mail with return receipt requested (signature required); or (c) the same day as sent via facsimile (transmission confirmed). All such notices shall be accompanied with an email copy of the notice as well as verbal notice. All such notices shall be transmitted by the methods described above to the addresses set out below, or at such other addresses as specified by notice delivered in accordance herewith:

If to Tenant: Root Cafe, LLC PO Box 11983 Jackson, WY 83002 307-699-6740 markrinjh@yahoo.com	If to Landlord: Gen 4, LLC 285 N. Cache P.O. Box 1712 Jackson, WY 83001 gen4@lexjh.com
With a copy to: Schultz Law Firm, LLC PO Box 1763 125 So. King Street, Suite 2A Jackson, WY 83001 307-733-3855 doug@307legal.com	With a copy to: Tim and Diana Waycott [REDACTED] Jackson, WY 83001 waycott-4@gmail.com

26. **Rights Reserved by Landlord.** Except as expressly provided in this Lease, Landlord reserves all rights of ownership and control over all portions of the Property, including without limitation the following:

- 26.1. **Access.** Landlord or its agents shall have the right to enter the Premises upon 24 hours' notice to Tenant (except in the case of an emergency, in which no notice shall be required), to examine the Premises and to show the Premises to prospective purchasers or lessees, and to make such repairs, alterations, improvements, or additions as Landlord may deem necessary or desirable including repair, maintenance, or alteration of adjoining areas.
- 26.2. **Use.** Landlord reserves the right to use (or grant others the right to use) any portion of the Property and Building other than the Premises.
- 26.3. **Restriction of Access.** Landlord reserves the rights to: (i) prevent or restrict access to any portion of Building by such security procedures or devices as Landlord may consider necessary or appropriate, provided access to the Premises for Tenant's use thereof is not obstructed; (ii) control or prevent access by and remove any person who is loitering or whose presence in the judgment of Landlord's security or management personnel is prejudicial to the safety, character, reputation, and interests of the Property; and (iii) limit or prevent access to all or any portion of the Building, activate emergency controls or procedures, or otherwise take such action or preventive measures deemed necessary by Landlord for the safety of tenants or other occupants of the Building or the protection of the Property in the case of fire, other casualty, or other dangerous condition or threat thereof.
- 26.4. **Other Tenants.** Landlord reserves the right to lease any portion of Building other than the Premises to such other tenants, occupants, or other parties and for such uses as Landlord, in Landlord's sole discretion, deems appropriate.

26.5. Changes. Landlord reserves the right to: (i) install, maintain, alter, and remove signs on or about the Property; provided, however, that Landlord shall not alter Tenant's existing signage; (ii) grant interests and rights in the Property to other parties; or (iii) in connection with the foregoing matters or with any other inspections, repairs, maintenance, improvements, or alterations in or about the Property or as a result of any casualty, incident, condemnation, act of God, law or governmental requirement or request or other cause, erect scaffolding, barricades, and other structures.

26.6. Limitations. In connection with exercising any rights reserved under this Section 25, Landlord shall: (i) take reasonable steps to minimize interference with access to the Premises except when necessary on a temporary basis; (ii) take reasonable steps to avoid materially changing the configuration or reducing the square footage of the Premises, unless required by law or other causes beyond Landlord's reasonable control (and in the event of any permanent material reduction in the area of the Premises the Base Rent and Tenant's Proportionate Share shall be proportionately reduced); and (iii) if Landlord enters the Premises in connection with any of the foregoing matters, take reasonable steps to minimize any interference with Tenant's business, and following completion of the work, return Tenant's leasehold improvements, fixtures, property and equipment to the original locations and conditions to the fullest extent reasonably possible.

26.7. Agent: The Landlord and the Tenant acknowledge that the Landlord may, from time to time in its discretion, engage a third party (the "Agent") to manage, supervise, and operate the Premises, Building, and/or Property. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the Tenant hereby agree that: (i) Agent acts for and represents Landlord in this transaction; (ii) Agent may perform without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, if authorized by the Landlord, as if performed by the Landlord; (iii) the Tenant shall pay all rentals to the Agent if directed to do so by the Landlord; (iv) except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein; and (v) the Landlord, may, in its discretion and in accordance with any management agreement, remove without replacing or remove and replace any agent engaged to manage, supervise and operate the Premises.

27. General

27.1. Severability. If any term, covenant or condition of this Lease, or the application thereof, is to any extent held or rendered invalid, it shall be and is hereby deemed to be independent of the remainder of the Lease and to be severable and divisible therefrom, and its invalidity, unenforceability, or illegality shall not affect, impair or invalidate the remainder of the Lease or any part thereof.

27.2. No Waiver or Amendment. The waiver by Landlord of any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver thereof on any subsequent occasion. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant, regardless of Landlord's knowledge of such preceding breach at the time of such acceptance. No term, covenant, or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord. No alteration, amendment, or termination of this Lease shall be binding upon Landlord or Tenant unless in writing and signed by Tenant and Landlord.

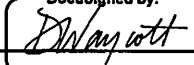
27.3. Effect of Payment. No payment by Tenant or receipt by Landlord of an amount lesser than rent due, nor an endorsement or statement on any check or any letter accompanying any check or payment of rent, deemed an acknowledgment of full payment or accord and satisfaction, and Landlord may accept and cash any check or payment without prejudice to Landlord's right to recover the balance of the rent due and pursue any other remedy provided in this Lease, regardless of any attempt to impose binding conditions on such payment by restrictive endorsement on Tenant's check or otherwise.

- 27.4. All rights and liabilities under this Lease extend to and bind the successors and assigns of Landlord and permitted successors and assigns of Tenant. No rights, however, shall inure to the benefit of any transferee of the Tenant unless the transfer has been consented to by Landlord in writing.
- 27.5. Integration. This Lease and Exhibit A hereto set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the subject hereof, and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between the parties including any previously negotiated and/or executed letter of intent or similar document.
- 27.6. WAIVER OF JURY TRIAL. IN ANY LITIGATION BETWEEN LANDLORD AND TENANT, THE MATTER SHALL BE DECIDED BY A JUDGE SITTING WITHOUT A JURY, AND ACCORDINGLY EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL.
- 27.7. Governing Law and Venue. This Lease shall be construed in accordance with and governed by the laws of the State of Wyoming. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Lease may be brought against any of the parties hereto in the courts of the State of Wyoming, County of Teton, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Wyoming, and each of the parties hereto consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
- 27.8. Time of Essence. Time is of the essence of this Lease and of every part and provision hereof.
- 27.9. Counterparts. This Lease may be executed in counterparts, which together shall constitute a single instrument. Execution by electronic signature or production of a copy of this executed lease shall be considering an original and legally binding.
- 27.10. Captions. All captions of Sections in this Lease are solely for convenience of reference and shall not be considered or referred to in resolving questions of interpretation.
- 27.11. Beneficiaries. There are no third-party beneficiaries to this Lease or any term or provision hereof.
- 27.12. Lease Terms Confidential. Tenant (including its employees and members and managers) shall keep all of the terms of this Lease (in particular the amount of Base Rent paid by Tenant) confidential and may only divulge such terms to professional advisors who have a need to know such terms (such as accountants and attorneys).
- 27.13. Limited Force Majeure. Neither party shall be in default under this Lease to the extent such party is unable to perform any of its repair and maintenance obligations on account of an inability to send repairment or laborers to the Property as a result of governmental pre-emption or prescription, national emergency, or local or national pandemic or related governmental orders.

IN WITNESS WHEREOF, the Parties have executed this Lease to be effective on the Effective Date:

LANDLORD:

Gen4 LLC,
a Wyoming limited liability company

DocuSigned by:

68B38A2F8E3D4BB...

By: Diana Waycott, Manager

TENANT:

Root Cafe, LLC,
a Wyoming limited liability company

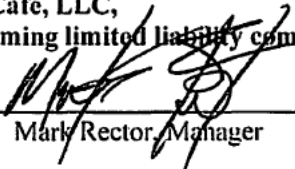
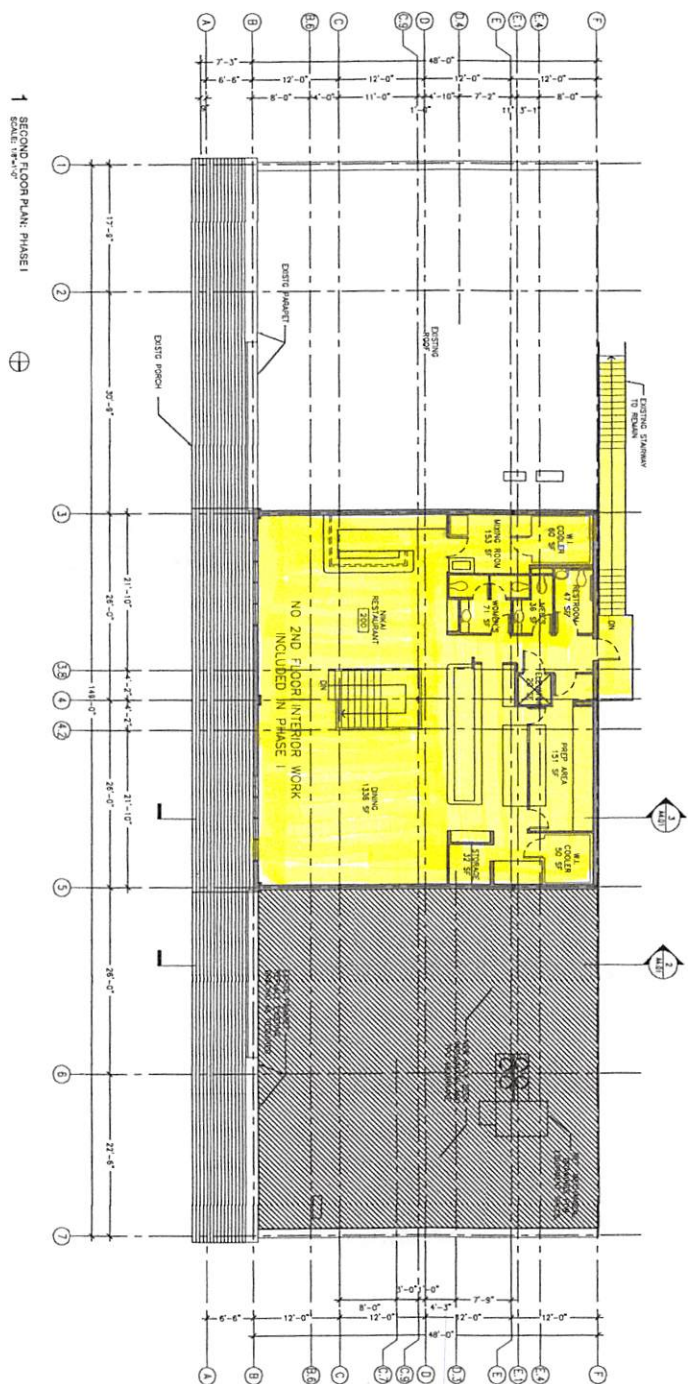
By:  Mark Rector, Manager

EXHIBIT A

Map/Drawing of Building/Property/Premises



LEGEND

 EXISTING WALL TO REMAIN

 EXISTING ROOF TO BE REMOVED

**CHARLES ROSE
ARCHITECTS INC.**
715 W. LOU AVENUE
BIRMINGHAM, AL 35214
TEL (205) 626-6003
FAX (205) 626-7020
Charles Rose Architects Inc.

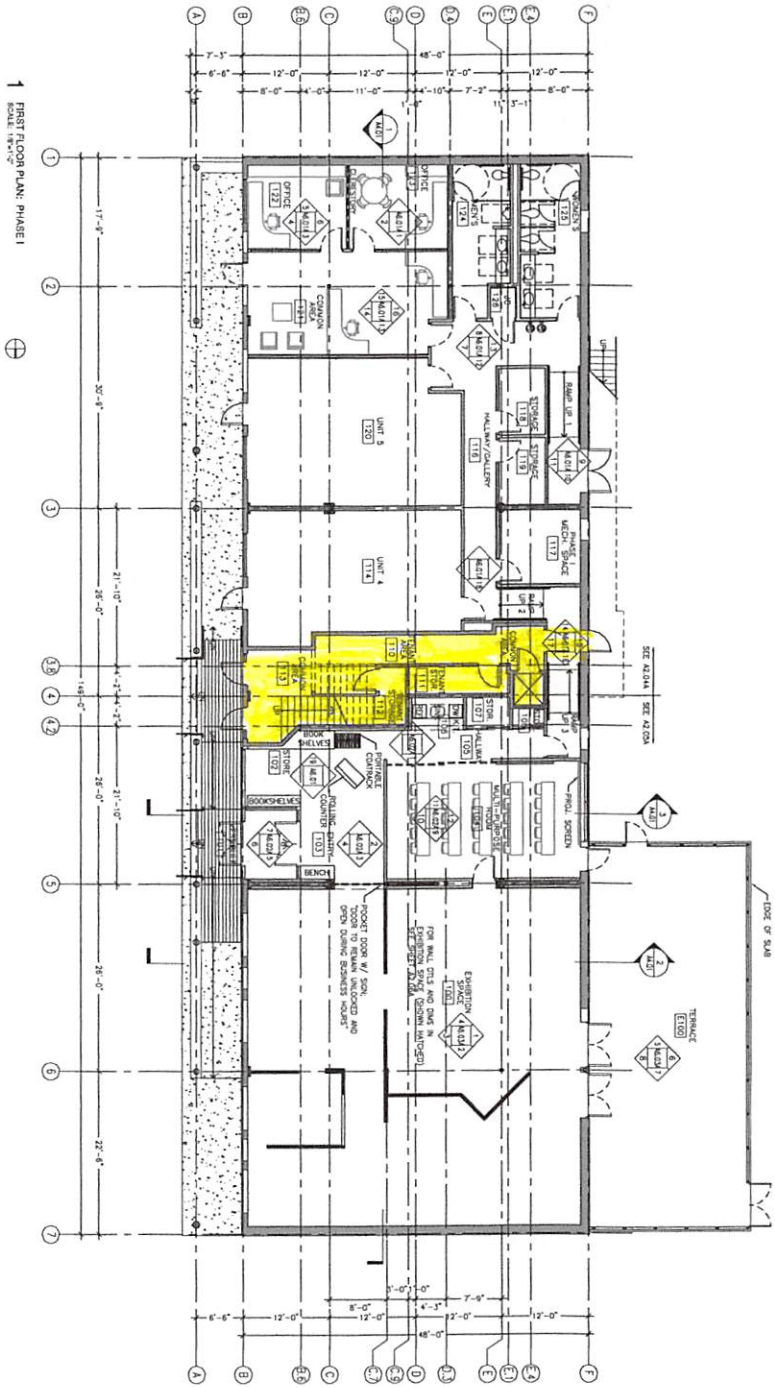


JACKSON HOLE
HISTORICAL SOCIETY
AND MUSEUM

225 NORTH CACHE DRIVE
JACKSON, WYOMING 83001

A2.02A

PROJECT ■ 2009



LEGEND
 EXISTING WALL TO REMAIN
 NEW WALL
 FOR ENLARGED PLANS
 SEE A2.044 - A2.054



**JACKSON HOLE
HISTORICAL SOCIETY
AND MUSEUM**
 225 NORTH CACHE DRIVE
 JACKSON, WYOMING 83001

**FIRST FLOOR
PLAN: PHASE I**

DESIGNED BY
 DRAWN BY
 CHECKED BY
 DATE
 SCALE
 1/8" = 1'-0"

A2.01A

PROJECT NO. 2009

EXHIBIT B

PERSONAL GUARANTY OF LEASE

WHEREAS, a certain lease agreement (the "Lease") of even date herewith has been entered into by and between Gen4 LLC, a Wyoming limited liability company (therein and herein referred to as "Landlord"), and Root Cafe, LLC, a Wyoming limited liability company (therein and herein referred to as "Tenant"), covering certain "Premises" described in the Lease located in the Town of Jackson, County of Teton, State of Wyoming;

WHEREAS, the Landlord under the Lease requires as a condition to its execution of the Lease that the undersigned guarantee the full performance of the obligations of Tenant thereunder;

WHEREAS, the undersigned is desirous that Landlord enter into the Lease with Tenant; and

WHEREAS, capitalized terms used herein but not defined shall have the respective meanings set forth in the Lease.

NOW, THEREFORE, in consideration of the execution of the Lease by Landlord and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

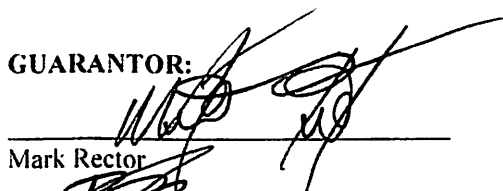
1. The undersigned hereby unconditionally guarantees, on a joint and several basis (if applicable), the full performance of each and all of the terms, covenants and conditions of the Lease to be kept and performed by Tenant, including the payment of all rentals and other charges to accrue thereunder. This covenant and agreement on the part of the undersigned is herein referred to as the "Guaranty."
2. This Guaranty shall continue in favor of the Landlord notwithstanding any extension, modification, or alteration of the Lease entered into by and between the parties thereto, or their successors or assigns, and notwithstanding any assignment of the Lease, with or without the consent of Landlord, and no extension, modification, alteration or assignment of the Lease shall in any manner release or discharge the undersigned and the undersigned does hereby consent thereto.
3. This Guaranty will continue unchanged by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Tenant.
4. Landlord may, without notice, assign this Guaranty in whole or in part, and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the undersigned hereunder.
5. The liability of the undersigned under this Guaranty shall be primary; and in any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against the undersigned without having commenced any action, or having obtained any judgment against Tenant.
6. The undersigned shall pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed, or in enforcing this Guaranty against the undersigned, individually and jointly.
7. The undersigned does hereby waive notice of any demand by the Landlord, as well as of any notice of default in the payment of rent or any other default by Tenant under the Lease.

8. The use of the singular herein shall include the plural. The obligations of each Guarantor and Tenant shall be joint and several. The terms and provisions of this Guaranty shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named.

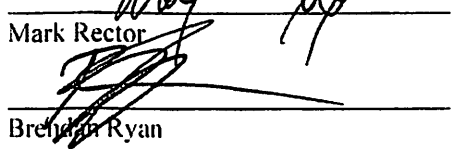
9. This Guaranty shall be governed by the laws in the State of Wyoming and the venue of any legal action filed relating to this Guaranty shall be in the District or Circuit Court of Teton County, Wyoming, Ninth Judicial District, depending on the monetary amount at issue.

IN WITNESS WHEREOF, the undersigned have caused this Guaranty of Lease to be executed effective as of the Effective Date of the Lease.

GUARANTOR:



Mark Rector



Brendan Ryan

FIRST AMENDMENT TO COMMERCIAL LEASE

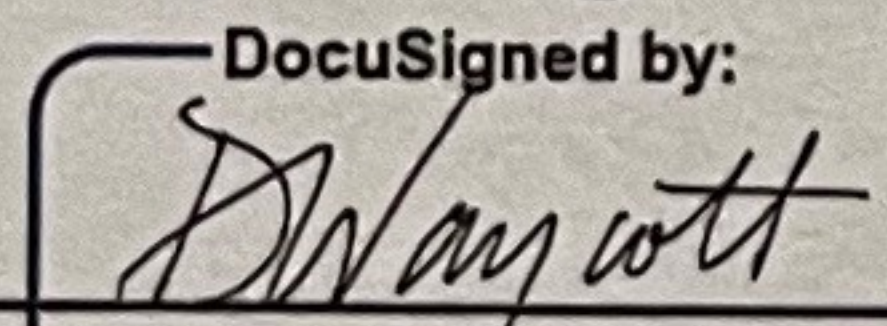
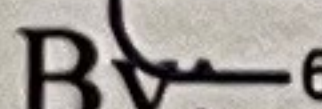
THIS FIRST AMENDMENT TO COMMERCIAL LEASE (this "First Amendment") is made to that certain Commercial Lease by and between Gen4 LLC, a Wyoming limited liability company (the "Landlord") and Root Cafe, LLC, a Wyoming limited liability company (the "Tenant") with an effective date of September 16, 2021 (the "Lease"). Pursuant to Section 27.2 of the Lease, Landlord and Tenant hereby amend the Lease as follows:

1. The first sentence of subsection 8.1 of the Lease, which subsection is entitled "Use and Operation," is amended to read as follows: "*Tenant shall use and occupy the Premises for the sole purpose of operating a restaurant, which use may include the sale of alcoholic beverages and malt beverages under applicable local, state, and federal license requirements.*"
2. Except as modified herein, Landlord and Tenant hereby ratify and confirm the terms and conditions of the Lease. In the event of any inconsistency between the terms of this First Amendment and the Lease, this First Amendment shall control.
3. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original. Electronic signatures (including DocuSign) shall be binding.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to be effective as of January 7, 2022.

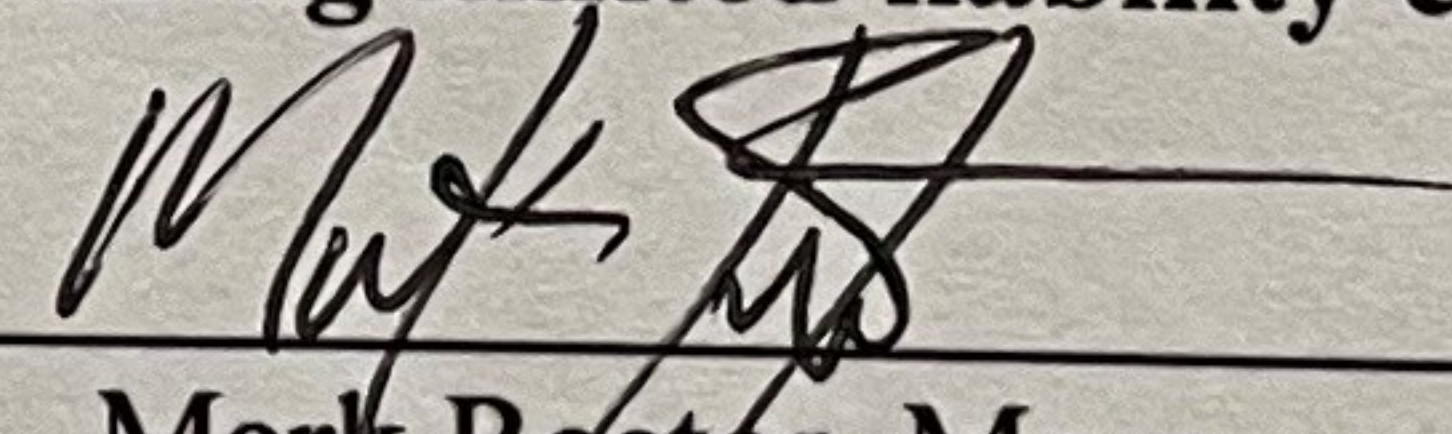
LANDLORD:

**Gen4 LLC,
a Wyoming limited liability company**

DocuSigned by:

By:  Diana Waycott, Manager

TENANT:

**Root Cafe, LLC,
a Wyoming limited liability company**


By: Mark Rector, Manager

14'6"











From: [Mark Rector](#)
To: [Lynsey Lenamond](#)
Subject: Description of business function
Date: Wednesday, November 9, 2022 12:32:17 PM

Root Cafe llc (dba "Soluna Cafe") is currently offering food service 7 day/week from 9am-9pm. The current configuration/layout of the space is nearly identical to the service areas that formerly operated and served alcohol for the last two or more applicants, we have made no changes to the dimensions of the established service areas nor currently have plans to do so.

The proposed service area(s) can be accurately referenced with the provided photos that have been detailed with dimensions.

We have front of the house staff that would prepare mixed drinks and potentially pour draft beer and wine in accordance with local and state regulations.

We seek the opportunity to better serve an expanded customer base and compliment our quality food offerings with a limited selection of beer, wine and spirits.

Thank you for the consideration and potential opportunity.

Sent from my iPhone





STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Regular Council Meeting
Submitting Department:	Town Clerk	Presenter:	Lynsey Lenamond
Agenda Item:	CONTINUATION Application for Resort Liquor License CCCs PBI LLC	Public Comment:	Yes

Purpose & Policy Considerations.

Consideration of an application for a resort 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. Council moves to continue the public hearing to the December 19, 2022 Regular Council Meeting.
3. The public hearing will remain open until the December 19, 2022 Regular Council Meeting.

Requested Action.

To consider statutory findings for approving the application for a resort liquor license.

The applicant is requesting that this item be continued to the December 19, 2022 Regular Council Meeting.

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

I move to continue the application and public hearing for a resort liquor license from CCCs PBI LLC to the December 19, 2022 Regular Council Meeting.

STAFF REPORT



Meeting Date:	November 21, 2022	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	P22-218: Partial Vacation without Replat at the property addressed 725 Upper Snow King Loop	Public Comment:	Yes

Purpose & Policy Considerations.

Partial Vacations without Replat, according to Land Development Regulations Section 8.2.13.C.5, require acknowledgement by the Town Council.

Requested Action.

The applicant is requesting acknowledgement of a Partial Vacation without Replat for the property 725 Upper Snow King Loop legally known as LOT 58, GRAND VIEW LODGES, THIRD ADDITION. The parcel identification number is 22-41-16-34-3-07-002. Specifically, this request is to vacate a road easement.

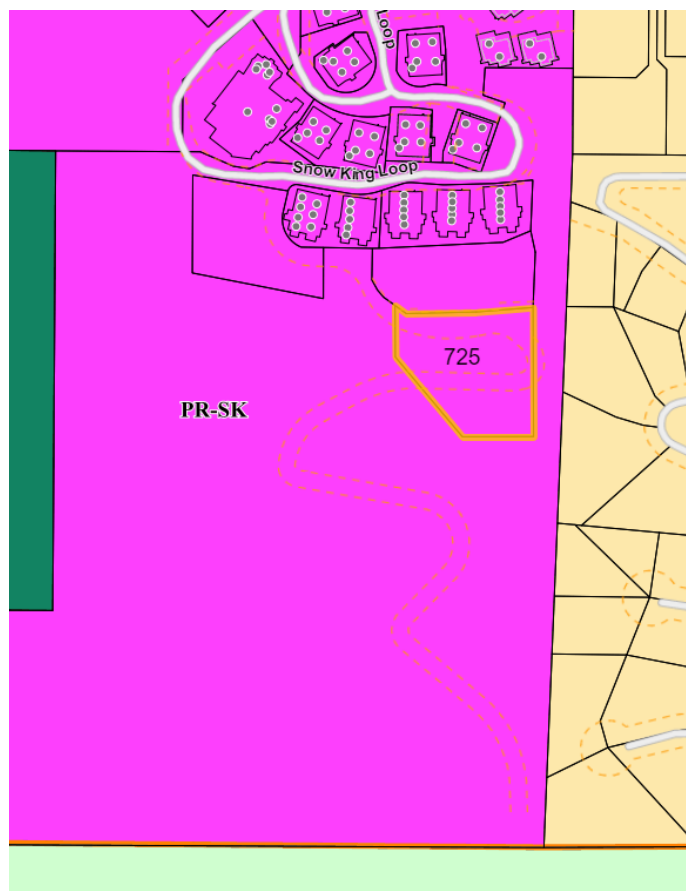
Recommendation.

The Planning Director recommends that Town Council acknowledge the Partial Vacation without Replat for LOT 58, GRAND VIEW LODGES, THIRD ADDITION to the Town of Jackson subject to the LDRs, the departmental reviews attached hereto, and this staff report.

Background.

Lot 58, GRAND VIEW LODGES, THIRD ADDITION, addressed as 725 Upper Snow King Loop, is a vacant lot in the Planned Resort Snow King (PR-SK) zone. The property is owned by Jackson 53, LP which is also the owner of neighboring Lot 53 (directly north) and Lot 57 (due northwest along Snow King Loop). During its November 1, 2021, Regular Meeting, Council reviewed and approved an easement for water, sewer, and an access road to be relocated on Lot 59. As part of that approval, Town's interest in the roadway easement on Lot 58 was vacated and a new roadway easement on Lot 59 was granted to the Town and later recorded with the County Clerk as document no. 1030716. Document no. 1030716 is required for the Town to access the water tank on Lot 59.

The applicant now requests to vacate the remaining road and utility easements that exist within Lot 58. An aerial image of the property is shown on the following page:



Analysis.

GRAND VIEW LODGES, THIRD ADDITION to the Town of Jackson is a recorded plat that may be amended through the vacation process as authorized by state statutes. The Partial Vacation without Replat process in Sec. 8.2.13.C.5 requires applications to meet the following standards:

Section 8.2.13.C.5. Partial Vacation without Replat. Vacation of one or more building envelopes, notes, a lot line for the purpose of combining one or more lots, or a private road or utility easement does not require a new plat provided the following standards are met:

- a) **Instrument Required** - *An instrument shall be filed with the County Clerk stating that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat, and it shall include an acknowledgement by all parties affected by the vacation and an acknowledgement by Town Council;*

Complies. The applicant has provided an appropriate instrument to be recorded with the County Clerk that the proposed vacations should not have any significant or adverse impact on the other lots in the subdivisions. Staff agrees that the submitted instrument meets the intent of Sec. 8.2.13.C.5.a.

- b) **Annotation** - *If approved, the County Clerk shall make the appropriate annotation on the plat referencing the vacated notations and shall also include on said plat, the volume and page in which the instrument of partial vacation is recorded;*

Complies. The applicant's instrument provides direction to the County Clerk to make the necessary changes to the plat to affect the described vacations.

- c) **Building Envelope Vacation** - *a map may need to be provided for a building envelope vacation; and*

Not Applicable. A map exhibit provided for building envelope vacations is not required with this request.

- d) **Lot Combination** - *For a lot combination, language shall be included in the partial vacation instrument that states that the combined lots shall be treated as one lot for purposes of the LDRs and cannot be re-subdivided without further approval from the Town.*

Not Applicable. A lot combination is not proposed in this application.

Staff confirms that the applicant's request for a Partial Vacation without Replat meets the required standards as outlined above. The required instrument for the Partial Vacation without Replat is attached.

Alternatives (Optional).

N/A

Fiscal Impact.

None.

Staff Impact.

Staff impact was above average for a project this size which included review of this proposal, writing this report and recording documents. The total estimated time was 15 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Acknowledgement Instrument

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

Pursuant to the standards in Section 8.2.13.C.5. Partial Vacation without Replat, I move to **approve** the acknowledgement of a Partial Vacation without Replat LOT 58, GRAND VIEW LODGES, THIRD ADDITION to the Town of Jackson, subject to the Town LDRs, the departmental reviews, and this staff report dated November 21, 2022.

10/25/2022

**Town of Jackson
Project Reviews**

Project Number	P22-218	Applied	8/25/2022	AL
Project Name	Partial Vacation no replat-725 Upper Snow King Loop			Approved
Type	MINOR BOUNDARY ADJUS	Closed		
Subtype	NO PLAT	Expired		
Status	STAFF REVIEW	Status		
Applicant	Nelson Engineering	Owner	JACKSON 53, LP	
Site Address		City		State Zip
725 UPPER SNOW KING LOOP				
Subdivision		Parcel No	22411634307002	

Type of Review Notes		Dates			Remarks
		Sent	Due	Received	
Planning	APPROVED W/CONDITI	8/25/2022	9/16/2022	9/19/2022	See Council Staff Report
Public Works	APPROVED	8/25/2022	9/16/2022	10/13/2022	



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

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

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

PROJECT.

Name/Description: Partial Vacation of Lot 58 of Grand View Lodges Third Addition
Physical Address: 725 Upper Snow King Loop Road, Jackson, WY
Lot, Subdivision: Lot 58 of Grand View Lodges 3rd Add. PIDN: 22-41-16-34-3-07-002

PROPERTY OWNER.

Name: Jackson 53 LP Phone: _____
Mailing Address: 4713 W. Lovers Ln. ZIP: 75209-3135
E-mail: _____

APPLICANT/AGENT.

Name: Nelson Engineering Phone: 307-733-2087
Mailing Address: Box 1599, Jackson, WY ZIP: 83001
E-mail: skarichner@nelsonengineering.net

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ _____ Applicant/Agent

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

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

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

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

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

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

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

Pre-application Conference #: _____ Environmental Analysis #: _____

Original Permit #: _____ Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF.

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

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

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



Signature of Property Owner or Authorized Applicant/Agent

Sue Karichner

Name Printed

8/25/2022

Date

Drafter

Title



Town of Jackson
 150 E Pearl Avenue
 PO Box 1687, Jackson, WY 83001
 P: (307)733-3932 F: (307)739-0919
 www.jacksonwy.gov

Date:

LETTER OF AUTHORIZATION **NAMING APPLICANT AS OWNER'S AGENT**

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual

Being duly sworn, deposes and says that Jackson 53 LP is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: 725 Upper Snow King Loop

Legal Description: Lot 58, Grand View Lodges Third Addition Plat No. 1333

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Nelson Engineering - agent

Mailing address of Applicant/agent: P.O. Box 1599, Jackson, WY 83001

Email address of Applicant/agent: skarichner@nelsonengineering.net

Phone Number of Applicant/agent: 307-733-2087

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

- ☒ Development/Subdivision Plat Permit Application ☐ Building Permit Application
- ☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application
- ☐ Demolition Permit ☐ Home Occupation ☐ Other (describe) _____

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

Property Owner Signature

President Robert Liberi

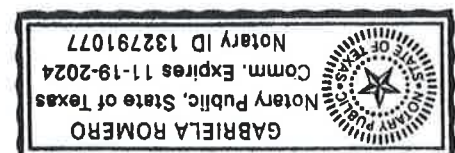
Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

STATE OF Texas)
) SS.
 COUNTY OF Dallas)

The foregoing instrument was acknowledged before me by Gabriela Romero this 24
 day of August 2022. WITNESS my hand and official seal.

[Signature]
 Notary Public

My commission expires:



GRANTOR: SNOW KING MOUNTAIN RESORT LLC
GRANTEE: JACKSON 53 LP
Doc 1025917 Filed At 16:10 ON 10/08/21
Maureen Murphy Teton County Clerk fees: 15.00
By Corrina Dorman Deputy Clerk

WARRANTY DEED

Snow King Mountain Resort, LLC, a Wyoming limited liability company, GRANTOR(S), of PO Box 10309, Jackson, WY 83002, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Jackson 53, LP, a Texas limited partnership, GRANTEE(S), whose address is 4713 W. Lovers Lane, Dallas, TX 75209, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 58 of Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded November 14, 2013 as Plat No. 1333.

PIDN: 22-41-16-34-3-07-002

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

WY – Warranty Deed

• Public Notices •

Hall at 150 East Pearl. Dated this July 25th, 2022. L. Lenamond, Deputy Town Clerk.
Publish: 08/03, 08/10/22

The Jackson Police Department will hold a silent public auction of bicycles on Saturday, August 20, 2022, from 9:00 a.m. to 11:00 a.m. at the Town of Jackson Shop located at 450 West Snow King Avenue. Successful bidders will have the highest cash bid and will be announced at the close of the auction. A full list of bicycles can be viewed at the front desk of the Jackson Police Department starting August 1, 2022. No representations or warranties are made regarding the bicycles and all bicycles will be sold “as is.” For more information, contact the Jackson Police Department at 733-1430.
Publish: 08/03, 08/10/22

GENERAL PUBLIC NOTICES

• ABANDONED VEHICLES •

2013 Arctic Cat Wildcat
Vin: 4UF13MPV0DT303586
Amount Due: \$9510.00

2002 Chevrolet Trailblazer
Vin: 1GNDS13S522346168
Amount Due: \$9307.50

2000 VW Jetta
Vin: 3VWRA29M2YM012338
Amount Due: \$10,742.50

2001 Dodge Ram Cargo Van
Vin: 2B7HBB1Y41K507099
Amount Due: \$10,725.00

Auction Date August 26th, 2022
Please contact 307-733-8697
with any questions.
Publish: 08/10, 08/17/22

• PUBLIC NOTICE •

August 2022 Teton Conservation District Board Meeting

The public is invited to join Teton Conservation District for our monthly board meeting at 1:00 p.m. on August 17, 2022. Attend in person at our office at 420 W. Pearl Ave. in Jackson or virtually by phone or video conference at www.tetonconservation.org/events. For more information, email info@tetonconservation.org or call 307-733-2110. Learn more about your local conservation district at www.tetonconservation.org.
Publish: 08/10/22

2022 Special District Election Proclamation

To the voters of the South Squaw Creek Road Improvement and Service District (SSCRISD) in Teton County Wyoming:

In compliance with Wyoming state statutes regarding election law, it is hereby proclaimed that an election will be held through the SSCRISD located in Teton County. Ballots will be mailed on Oct. 24, 2022 and must be returned by Tuesday Nov. 8, 2022. The names of all officers to be filled at said election and the number of persons required by law to fill such offices are as follows:

OFFICES TO BE ELECTED

- | | | |
|---|----------------|---------|
| 1 | President | 4 years |
| 2 | Vice President | 4 years |

Filing Officer for candidacy will be with Diana Osuna, Secretary, SSCRISD and the filing period will be August 10 thru August 26th, 2022.

Election Day: Ballots are to be returned by Tuesday Nov. 8, 2022.
Publish: 08/10/22

NOTICE OF DISSOLUTION OF LIMITED LIABILITY COMPANY
Lodges at Fish Creek, LLC, a Wyoming limited liability company, hereby gives notice that it has filed Articles of Dissolution with the Wyoming Secretary of State and will be winding up its affairs. Claimants that have not received prior written notice may submit claims by mailing an itemized, detailed claim to Lodges at Fish Creek, LLC, C/O Nicholas & Tangeman, LLC, at P.O. Box 928, Laramie, WY 82073. A claim against the Company will be barred unless a proceeding to enforce the claim is commenced within 3 years after the publication of this notice.
Publish: 08/10, 08/17/22

PROPOSED TEMPORARY TURBIDITY INCREASE IN FLAT CREEK

The Wyoming Department of Environmental Quality (WDEQ) has received a request from Alder Environmental LLC, for a temporary increase in turbidity in Flat Creek in Jackson, Wyoming. The temporary increase in turbidity is associated with proposed bank stabilization.
Activity in cold water streams like Flat Creek is normally limited to a ten (10) NTU increase over background. Approval of this request would allow an exceedance of this limit for up to twenty (20) total working days, subject to monitoring and reporting. This activity will follow the procedures in Chapter 1, Section 23(c)(ii), of the WDEQ Water Quality Rules, which allow for temporary elevated levels of turbidity in certain circumstances. The applicant has applied for a U.S. Army Corps of Engineer 404 permit for the project.
Requests for information about the proposed temporary turbidity increase should be directed to Eric Hargett by email

(eric.hargett@wyo.gov) or phone (307-777-6701). Written comments must be addressed to Eric Hargett, Wyoming DEQ/ WQD, 200 W. 17th Street – 4TH floor, Cheyenne, WY, 82002, and be postmarked on or before 5:00 p.m. on August 24, 2022 to be considered. Electronic comments may only be submitted through and accepted by the Wyoming DEQ comment portal provided at <http://wq.wyomingdeq.commentinput.com/>. Phone comments will not be accepted. Para español, visite deq.wyoming.gov.
Publish: 08/10/22

Please take notice that the Jackson Hole Airport Board will hold a Special Meeting, in the form of a Transportation Committee Meeting, on Wednesday, August 17th following the regularly scheduled Board Meeting in the Board Room at the Administration Offices at the Jackson Hole Airport. The subject of the meeting is to discuss and receive information regarding public transportation options. No decisions will be made at this Special Meeting.
Publish: 08/10/22

• INTENT TO SUBDIVIDE •

LEGAL NOTICE
NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that the owners of lots within Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172, intend to apply for a permit for an Amended Plat in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at Jackson Town Hall. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed Plat Amendment shall move the Fire Turn Around easement located within Lot 4 and Lot 5 to Lot 5 and Lot 6 and will vacate the setbacks shown on the plat of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172, records of the Clerk of Teton County and being located within Section 34, Township 41 North, Range 116 West, the street addresses are 75, 85, and 105 McKean Drive. The site is accessed from McKean Drive.
Publish: 08/10, 08/17/22

LEGAL NOTICE
NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Jackson 53, LP, a Texas limited partnership intends to apply for a permit for a partial vacation of a subdivision in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at Jackson Town Hall. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed partial vacation shall vacate an existing road and utility easement within Lot 58, of Grand View Lodges Third Addition to the Town of Jackson, Plat No. 1333, records of the Clerk of Teton County and being located within Section 34, Township 41 North, Range 116 West, 6th P.M., street address: 725 Upper Snow King Loop Road. The site is accessed from Upper Snow King Loop Road.
Publish: 08/10, 08/17/22

• CONTINUED PUBLICATIONS •

STATE OF WYOMING)
COUNTY OF Teton) ss. 9th IN THE DISTRICT COURT
IN RE NAME CHANGE OF) JUDICIAL DISTRICT
Stanislav Masynets - Bezsonov Civil Action Case No. 18728
(minor child's current full name))
Minor Child, By Next Friend,)
Khrystyna Bezsonova)
(Petitioner's full name))
CLERK OF DISTRICT COURT
FILED
TETON COUNTY WYOMING
2022 JUL 20 PM 1:00

PUBLIC NOTICE BY PUBLICATION

In accordance with Wyoming Statutes 1-25-103, notice is hereby given that a *Petition for Name Change of Minor Child*, Civil Action No. 18728 has been filed in the Wyoming District Court for the 9th Judicial District, whose address is 950 Powderhorn Ln., El, Jackson WY 83001, seeking to change the name of the minor child Stanislav Masynets - Bezsonov to Stanislav Masynets.

Unless an Answer or Response to the Petition referenced above is filed within 30 days following the last date of publication of this notice, an order may be entered granting the requested name change.

Dated: July 20, 2022

Dee Dee Smith
Clerk of District Court/ Deputy

Publish: 08/03, 08/10, 08/17, 08/24/22

St John’s Health Renovation MRI Chiller Replacement

Sealed proposals with the name of the Bidder and Title of the Work will be received for and on behalf of St. Johns Health at 625 E Broadway Ave, Jackson, WY 83001 until 3:00pm on 8/10/2022. Bids may also be submitted to sryan@stjohns.health. No bid may be withdrawn for a period of 30 days after the date of the bid opening.

Bids shall be prepared in accordance with plans and specifications which may be obtained from Sean Ryan. Digital packages may be acquired via e-mail requests to sryan@stjohns.health

There will be a mandatory pre-bid observation meeting for all contractors wishing to bid the project as the Prime Contractor. Pre-bid inspection will be at the job site: St. Johns Health at 625 E Broadway Ave, Jackson, WY 83001, at 8:30 am on Tuesday, August 2nd, 2022. Contractors shall meet at Main Entry.

A Bid Bond, certified check, or a cashier’s check payable to the Owner in an amount not less than five (5%) percent of the base

bid shall accompany each bid as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and bond within ten days of award of the contract.

A Performance and Payment Bond shall be furnished by the successful Bidder in the amount of 100% of the contract amount. Such Performance and Payment Bond shall be accompanied by a certified copy of Power of Attorney and shall be signed or countersigned by a Wyoming resident agent of the bonding company.

The Owner reserves the right to reject all bids or to waive any irregularities in any bid, and to award the bid as will best serve the Owner’s interests.
Publish: 08/03, 08/10/22

REQUEST FOR PROPOSALS
AIRCRAFT DEICING VEHICLE (GENERAL AVIATION)
JACKSON HOLE AIRPORT
JACKSON, WYOMING

Sealed Proposals will be accepted until 3:00 PM MDT, September 2, 2022, by the Jackson Hole Airport Board, 1250 East Airport Road Jackson, WY 83001. The Board is seeking competitive Proposals for its use in selecting a Vendor for procurement of up to two (2) general aviation aircraft deice trucks for use at the Jackson Hole Airport. The Board is seeking proposals that include both lease and purchase options.

RFP documents may be obtained from the Jackson Hole Airport, Administration Manager, Anna Valsing, by email at anna.valsing@jhairport.org. Sealed Proposals may be submitted to the above address and are to be marked: “Aircraft Deicing Vehicle (General Aviation) Proposal”.

The Jackson Hole Airport Board is an Equal Employment Opportunity (EEO) organization which does not discriminate against any prospective Construction Manager on the basis of race, religion, color, sex, age, national origin, sexual orientation, or presence of any sensory, mental, or physical disability in the consideration of contract award. The successful Vendor will be required to comply with all EEO, federal, state, and local laws and regulations.
Publish: 08/03, 08/10/22

ADVERTISEMENT FOR BIDS

Teton Village Association Improvement and Service District
TVAISD HEATED WALKWAYS AT ALPENHOF & SRLS

Notice is hereby given that the Teton Village Association Improvement and Service District (TVAISD) is accepting Bids for a general contract for the construction of the TVAISD Heated Walkways at Alpenhof & SRLS project.

Sealed Bids for the construction of the Project will be received at the TVAISD Office, Teton Village, PO Box 866, located at 7020 N. Rachel Way, Teton Village, WY 83025 until Friday, August 19th, 2022 at 2:00 PM. At that time the Bids received will be publicly opened and read. Bids shall be sealed in an envelope plainly marked with the Bidder’s name and the following title: “TVAISD Heated Walkways at Alpenhof & SRLS.”.

The Project consists of excavation, pit run subbase, and gravel base for 2840 s.f. of 6 and 8-inch thick, colored concrete, 120 ft buried 2” Ecoflex Thermal Twin pre-insulated PEX pipe, snowmelt sensors, snowmelt manifolds, circulation pump and controls in existing boiler/manifold room, and all other incidentals required to complete the work.

The Issuing Office for the Bidding Documents is: Nelson Engineering, P.O. Box 1599, 430 S. Cache St., Jackson, WY 83001, 307-733-2087, slagerman@nelsonengineering.net

Prospective Bidders may obtain the Bidding Documents from the issuing office. All official notifications, addenda, and other Bidding Documents will be offered only through the issuing office. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated issuing office.

Questions regarding the Bidding Documents should be directed to Josh Kilpatrick, PE, Nelson Engineering, jkilpatrick@nelsonengineering.net (Ph: 307-690-2086)

A Pre-bid Conference for the Project will be held on Monday, August 15th, 2022 at 10:00 AM at the Project Site 3255 N Village Drive, Teton Village, WY 83025.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents. Responsible Wyoming bidders will be given a 5% preference.

The TVAISD reserves the right to reject any and all bids, and to waive all informalities. Further, the TVAISD may accept any bid which in its opinion best serves its interests.
Publish: 08/03, 08/10/22

INVITATION TO BID #22-168
AMK Ranch Seawall Improvements

University of Wyoming Operations, Facilities Engineering Office, will accept bids submitted through the Public Purchase website, until 10:00 a.m. (MDT), August 19, 2022, for the AMK Ranch Seawall Improvements project. A public bid opening will be held at that time in Conference Room 130 of the Service Building on the University of Wyoming’s Laramie campus.

Project Description: All labor and materials to build a concrete seawall on Jackson Lake to prevent erosion and reconstruct portions of existing deck and boat dock. The estimated project completion date is December 15, 2022.

A Mandatory Pre-Bid meeting, including a walk-through, will be held August 11, 2022, 1:00 p.m. (MDT), AMK Ranch, UW-

• Public Notices •

enclosure seeking Design-Build Services as described in the RFQ.

Responses to this RFQ must be received at our office no later than 2:00 PM MST on September 23, 2022; and your firm is requested to hold its proposal valid for 90 days from the deadline submission. St. John's Health will make its best effort to select a firm within this period (although St. John's Health may, at its sole discretion, extend the deadline for the submission of responses, change the scope, and/or cancel this RFQ); therefore, this letter and enclosure shall not be construed as a contract for a commitment of any kind, and in no way obligates St. John's Health to award a contract.

Firms whose quotations are not selected will be notified in writing and shall have no claim whatsoever for any kind of compensation. St. John's Health will be under no obligation to reveal, or discuss with any firm, how a proposal was assessed or to provide any other information relative to the selection process.

Please request a copy of the RFQ package in writing via email to Sean Ryan, Facilities Director, sryan@stjohns.health. All questions must be referred in writing via email to both Sean Ryan, Facilities Director, sryan@stjohns.health, and John Kren, CFO/COO, jkren@stjohns.health
Publish: 08/17, 08/24/22

• CONTINUED PUBLICATIONS •

STATE OF WYOMING) COUNTY OF <u>Teton</u>) ss. <u>9th</u> JUDICIAL DISTRICT	IN THE DISTRICT COURT
IN RE NAME CHANGE OF) <u>Stanislav Mosynets-Bezsonov</u>) Civil Action Case No. <u>18728</u>	FILED 2022 JUL 20 PM 1:00 CLERK OF DISTRICT COURT TETON COUNTY WYOMING
(minor child's current full name)	
Minor Child, By Next Friend,) <u>Khrystyna Bezsonov</u>)	
(Petitioner's full name)	
PUBLIC NOTICE BY PUBLICATION	

In accordance with Wyoming Statutes 1-25-103, notice is hereby given that a *Petition for Name Change of Minor Child*, Civil Action No. 18728 has been filed in the Wyoming District Court for the 9th Judicial District, whose address is 950 Powderhorn Ln., El, Jackson WY 83001, seeking to change the name of the minor child Stanislav Mosynets-Bezsonov to Stanislav Mosynets.

Unless an Answer or Response to the Petition referenced above is filed within 30 days following the last date of publication of this notice, an order may be entered granting the requested name change.

Dated: July 20, 2022

Dep. Gue Smith
Clerk of District Court/ Deputy

Publish: 08/03, 08/10, 08/17, 08/24/22

2013 Arctic Cat Wildcat
Vin: 4UF13MPV0DT303586
Amount Due: \$9510.00

2002 Chevrolet Trailblazer
Vin: 1GNDS13S522346168
Amount Due: \$9307.50

2000 VW Jetta
Vin: 3VVWA29M2YM012338
Amount Due: \$10,742.50

2001 Dodge Ram Cargo Van
Vin: 2B7HB11Y41K507099
Amount Due: \$10,725.00

Auction Date August 26th, 2022
Please contact 307-733-8697
with any questions.
Publish: 08/10, 08/17/22

IN THE DISTRICT COURT OF THE STATE OF WYOMING IN AND FOR THE COUNTY OF TETON NINTH JUDICIAL DISTRICT	
IN THE MATTER OF THE ESTATE OF: JOHN LOUIS PORTER, Deceased	Probate No.: <u>3393</u> NOTICE OF PROBATE
TO ALL PERSONS INTERESTED IN SAID ESTATE:	
You are hereby notified that on August 16, 2021, the Estate of the above named Decedent John Louis Porter was admitted to probate with administration by the above named Court, and Thomas John Porter was appointed as Administrator thereof. Any action to set aside the probate shall be filed in the Court within three months from the date of the first publication of this Notice, or thereafter be forever barred.	
Notice is further given that all persons indebted to the decedent or to his estate are requested to make immediate payment to the Estate of John Louis Porter, C/O the Majors Law Firm, P.C., P.O. Box 2922, 125 S. King Street, Suite 2A, Jackson, WY 83001-2922.	
Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of said Court, on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.	
DATED July 25, 2022.	<u>M. Jason Majors</u> Majors Law Firm, P.C. P.O. Box 2922 125 S. King Street, Suite 2A Jackson, WY 83001-2922 (307) 733-4117 (307) 733-4117 Facsimile Wyoming Bar Registration # 6-3789 Attorney for Administrator

Publish: 08/03, 08/10, 08/17/22

NOTICE OF DISSOLUTION OF LIMITED LIABILITY COMPANY
Lodges at Fish Creek, LLC, a Wyoming limited liability company, hereby gives notice that it has filed Articles of Dissolution with the Wyoming Secretary of State and will be winding up its affairs. Claimants that have not received prior written notice may submit claims by mailing an itemized, detailed claim to Lodges at Fish Creek, LLC, C/O Nicholas & Tangeman, LLC, at P.O. Box 928, Laramie, WY 82073. A claim against the Company will be barred unless a proceeding to enforce the claim is commenced within 3 years after the publication of this notice.
Publish: 08/10, 08/17/22

LEGAL NOTICE
NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that the owners of lots within Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172, intend to apply for a permit for an Amended Plat in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at Jackson Town Hall. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed Plat Amendment shall move the Fire Turn Around easement located within Lot 4 and Lot 5 to Lot 5 and Lot 6 and will vacate the setbacks shown on the plat of Ashley Nowlin Addition to

the Town of Jackson, Plat No. 1172, records of the Clerk of Teton County and being located within Section 34, Township 41 North, Range 116 West, the street addresses are 75, 85, and 105 McKean Drive. The site is accessed from McKean Drive.
Publish: 08/10, 08/17/22

LEGAL NOTICE
NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Jackson 53, LP, a Texas limited partnership intends to apply for a permit for a partial vacation of a subdivision in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at Jackson Town Hall. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed partial vacation shall vacate an existing road and utility easement within Lot 58, of Grand View Lodges Third Addition to the Town of Jackson, Plat No. 1333, records of the Clerk of Teton County and being located within Section 34, Township 41 North, Range 116 West, 6th P.M., street address: 725 Upper Snow King Loop Road. The site is accessed from Upper Snow King Loop Road.
Publish: 08/10, 08/17/22

NOTICE OF FORECLOSURE SALE

Pursuant to a Judgment and Decree of Foreclosure entered on June 23, 2022 by the District Court for the Ninth Judicial District in and for Teton County, Wyoming in Civil Action No. 18658, Aspens Pines Water and Sewer District (Plaintiff) v. Paul Olson (Defendant), judgment was entered against Defendant in favor of Plaintiff in the amount of \$5,690.54, plus all additional amounts that become due and owing to the Plaintiff by Defendant for water and sewer through the date of the foreclosure sale, including all applicable fees and charges related thereto, plus all costs and expenses incurred by the Plaintiff in seeking to collect the amounts owing for water and sewer service, including reasonable attorney's fees and costs awarded by the Court up to and through the date of foreclosure. Pursuant to the Judgment and Decree of Foreclosure, Plaintiffs are entitled to sell the following real property of Defendant at a foreclosure sale to satisfy the judgment amount:

Unit 39-1-2 of Jackson Hole Racquet Club Condominiums, Strawberry Building 3900, Teton County, Wyoming, according to that plat recorded in the of Office of the Teton County Clerk on August 3, 1979 as Plat No. 385, as further defined and described in the Amended Declaration of Condominium for Jackson Hole Racquet Club Condominium recorded in the office of the Teton County Clerk on August 12, 1974 in Book 34, page 1 to 50, as amended ("Defendant's Property").

Defendant's Property will be sold by the Sheriff of Teton County to the highest bidder for cash at public auction. The sale will be held on the front steps of the Teton County Courthouse, 180 South King Street, Jackson, Wyoming 83001, at 10:00 a.m. on August 23, 2022. The property being foreclosed upon may be subject to other liens and encumbrances that will not be extinguished at the sale and any prospective purchaser should research the status of title before submitting a bid.

DATED this _____ day of July, 2022.

Paul E. D'Amours
Hess D'Amours & Krieger, LLC
P. O. Box 449
30 E. Simpson Street
Jackson, WY 83001
307-733-7881 phone
307-733-7882 fax

Publish: 07/27, 08/03, 08/10, 08/17/22



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Partial Vacation without Replat

Lot 58 of Grand View Lodges Third Addition, Plat No. 1333

June 20, 2022

Project Narrative:

Jackson 53 LP as owner of Lot 58 Grand View Lodges Third Addition to the Town of Jackson, Plat No. 1333 wish to vacate the existing road and utility easement within Lot 58.

A new roadway easement to the Town of Jackson for access to the upper mountain area has been filed with the Clerk of Teton County as record no. 1030716

Section 8.2.13.C.5. Partial Vacation Without Replat

This Final Plat application is submitted in accordance with standards of Section 8.2.13.C.5.d-Subdivision Plat Amendment/Partial Vacation without Replat/ Lot Combination: vacation of an existing easement.

- a. An instrument has been submitted to be filed with the County Clerk stating that the proposed partial vacation does not abridge or destroy any rights and privileges of other proprietors in the plat, to be acknowledged by the Town Council. That lots 53 and 58 of Grand View Lodges Third Addition that had rights to this roadway and utility easement are owned by the applicant to vacating said easement.
- b. The instrument directs the County Clerk to make the necessary changes to plat no. 1333 to write vacated on the roadway and utility easement per this affidavit.
- c. No map is required as this is not a building envelope vacation.
- d. This is not a lot combination.

Issued To:

Nelson Engineering
P.O. Box 1599
Jackson, WY 83001
(307) 733-2087

Report No.: W-27976
Effective Date: June 17, 2022
Current Date: June 30, 2022
Cost: \$250.00

Property Address: 725 Upper Snow King Loop, Jackson, WY 83001

County: Teton

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

Jackson 53, LP, a Texas limited partnership

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

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

Issued By:

WYOMING TITLE & ESCROW, INC.
Christina Feuz, President
Phone: 307.732.2983

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

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 58 of Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded November 14, 2013 as Plat No. 1333.

PIDN: 22-41-16-34-3-07-002

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

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
2. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
3. General taxes for the year 2022, and subsequent years, a lien in the process of assessment, not yet due or payable.

TAX NOTE:

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

Tax ID No. OJ-008087.

1st Installment: \$89.37 PAID

2nd Installment: \$89.37 PAID

4. Assessments for the Snow King Resort Master Association, if any, which are excluded from the coverage afforded hereby.
5. Affidavit Affecting Title Re: Snow King Planned Resort District Master Plan, recorded July 19, 2001, as (instrument) 0547519 (book) 429 (page) 1, Official Records.

[B429P1](#)

Amendment to Affidavit, recorded April 12, 2012, as (instrument) 0812028 (book) 805 (page) 651 Official Records.

[B805P651](#)

Affidavit Affecting Title (Notice of Amendment to Snow King Planned Resort District Master Plan), recorded June 30, 2021, as (instrument) 1019143 Official Records.

[1019143](#)

6. All matters as delineated on the Official Plat of Grand View Lodges Second Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1236.
[Plat 1236](#)
7. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Declaration of Covenants, Conditions and Restrictions for the Snow King Planned Resort District, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document

recorded June 18, 2009, as (instrument) 0754332 (book) 733 (page) 179, Official Records.
[B733P179](#)

Contains: Master resort association charges, assessments and liens.

First Amendment of the Declaration of Covenants, Conditions and Restrictions for the Snow King Planned Resort District recorded December 15, 2011, as (instrument) 0806353 (book) 796 (page) 428, Official Records.
[B796P428](#)

Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded August 31, 2012, as (instrument) 0821160 (book) 818 (page) 118, Official Records.
[B818P118](#)

8. Restrictive Covenant Regarding Hotel Development, Condominium Rental Management Operations and Right of First Refusal, recorded August 31, 2012, as (instrument) 0821169 (book) 818 (page) 188, Official Records.
[B818P188](#)

NOTE: Subject to expirations and terminations as set out in 2, 3 and 4, therein.

First Amendment to Restrictive Covenant Regarding Hotel Development, Condominium Rental Management Operations and Right of First Refusal, recorded November 14, 2014, as (instrument) 0848316 (book) 858 (page) 827 Official Records. [B858P827](#)

9. All matters as delineated on the Official Plat of Grand View Lodges Third Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1333.
[Plat 1333](#)

10. The terms, conditions and provisions as contained in the Agreement entitled "Transfer and Allocation of Development Rights", by and between Snow King Holdings, LLC, a Wyoming limited liability company and Grand View, LLC, a Wyoming limited liability company, dated April 28, 2015, recorded May 11, 2015, as (instrument) 0881537 (book) 894 (page) 809, Official Records. [B894P809](#)

11. Transfer and Allocation of Development Rights, including the terms and conditions contained therein, recorded November 25, 2020, as (instrument) 1003885, Official Records.
[1003885](#)

Transfer and Allocation of Development Rights, including the terms and conditions contained therein, recorded October 8, 2021, as (instrument) 1025921 Official Records.
[1025921](#)

12. Relocation of Roadway Access Easement Agreement, including the terms and conditions contained therein, recorded December 30, 2021, as (instrument) 1030716 , Official Records.
[1030716](#)

13. Terms, conditions and provisions of that (beneficial) easement as contained in that Warranty Deed, recorded October 26, 1998, as (book) 363 (page) 1068, Official Records.
[B363P1068](#)

14. Terms, conditions and provisions of that (beneficial) Driveway and Utility Easement, recorded July 14, 2005, as (book) 595 (page) 540, Official Records.
[B595P540](#)

NOTE: Includes road maintenance and snow removal fees.

15. Terms, conditions and provisions of that (beneficial) Easement, recorded November 19, 2008, as (book) 713 (page) 130, Official Records.
[B713P130](#)

NOTE: Includes fee per residential and/or commercial units to be constructed.

16. Terms, conditions and provisions of those (beneficial) roadway and utility easements, as shown on and/or reconfigured and rededicated on those Plats recorded as Plat Nos. 1236 and 1333.
[Plat 1236](#)
[Plat 1333](#)

17. Transfer and Allocation of Development Rights, including the terms and conditions contained therein, recorded August 27, 2021, as (instrument) 1023205 , Official Records.
[1023205](#)

18. The terms, conditions and provisions as contained in the Agreement entitled "Agreement to Convey Easements", by and between Town of Jackson and Grand View Development, LLC, a Wyoming Limited Liability, dated January 18, 2011, recorded January 19, 2011, as (instrument) 0788116 (book) 774 (page) 738, Official Records. [B774P738](#)

19. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as that Roadway Access Easement recorded January 19, 2011, as (instrument) 0788118 (book) 774 (page) 770, Official Records:
Purpose: roadway access
[B774P770](#)

20. An Agreement entitled "Water Storage Tank, Access and Maintenance Easements", by and between Grand View Development, LLC, a Wyoming limited liability company and Town of Jackson, recorded January 19, 2011, as (instrument) 0788119 (book) 774 (page) 775, Official Records. [B774P775](#)

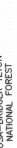
21. An Agreement entitled "Utility, Water Supply Line and Drainage Pipe Access and Maintenance Easement", by and between Grand View Development, LLC, a Wyoming limited liability company and Town of Jackson, recorded January 19, 2011, as (instrument) 0788121 (book) 774 (page) 785, Official Records. [B774P785](#)

22. The terms, conditions and provisions as contained in the Agreement entitled "Agreement to Convey Easements (Town of Jackson)", by and between Town of Jackson and Grand View Development, LLC, a Wyoming limited liability company, dated April 16, 2004, recorded April 21, 2014, as (instrument) 0856610 (book) 867 (page) 697, Official Records. [B867P697](#)

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-27976

23. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$3,712,500.00, dated October 7, 2021, recorded October 8, 2021, as (instrument) 1025919 , Official Records.
Mortgagor: Jackson 53, LP, a Texas limited partnership
Mortgagee: Bank of Jackson Hole

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



Vicinity Map
(Part) Section 34, T41N, R116W
scale: 1" = 400'

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER INVOICES EXCEPT AS PERMITTED BY THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS. THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS. THESE ADDITIONS ARE NOT WARRANT TO PURCHASE THAT HE HAS ANY RIGHTS OR INTEREST IN ANY STRIPS OR PLOTS WITHIN OR ADJACENT TO THE SUBDIVISION.

THE SELLER DOES NOT RECOGNIZE ANY HAPPAAN RIGHTS TO THE CONTAINING NATURAL FLOW OF A STREAM OR RIVER TO PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE EASEMENTS FOR WATER SUPPLY AND WASTEWATER REMOVAL AND MAINTENANCE. PRIVATELY OWNED AND MAINTAINED.

THE WATER DISTRIBUTION AND SEWER COLLECTION SYSTEMS WITHIN THIS SUBDIVISION ARE PRIMARILY OWNED AND MAINTAINED.

THIS SUBDIVISION IS SUBJECT TO SIGNIFICANT IMPACTS FROM SKI AREA, RESORT, AND RECREATIONAL USES UPON THE LANDS OF THIS SUBDIVISION. THEREFORE, THE TOWN OF JACKSON REQUESTS THAT THE FOLLOWING TRAFFIC IMPACTS ASSOCIATED WITH THESE USES AND THE CONSTRUCTION OF ADDITIONAL FACILITIES

SNOW GROOM RESORT PLANS SUBSTANTIAL FUTURE ADDITIONS TO THEIR CONVENTION, AND OTHER RESORT AND RECREATION FACILITIES. THESE ADDITIONS WILL OCCUR SPORADICALLY THROUGHOUT THE YEAR. THESE ADDITIONS WILL REQUIRE PARKING SPACE, LIGHTING, AND TRAFFIC IMPACTS.

ANY OF THE LOT OF THIS SUBDIVISION SHALL BE IN CONFORMANCE WITH THE APPROVED DEVELOPMENT PLAN ON FILE WITH THE TOWN OF JACKSON AND ANY AMENDMENTS THEREOF.

a subdivision of Lots 54 and 56
of Grand View Lodges
Second Addition to the Town of Jackson
Plat no. 1236

located within the
1/4, NE 1/4 SW 1/4 Section 34,
T41N, R116W, 6th P.M.,
Town of Jackson,
Teton County, Wyoming

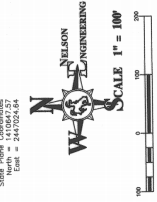


BOUNDARY LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N69°56'03"E	32.47
L2	N66°50'24"W	65.21
L3	S81°42'48"E	29.11
L4	S67°34'57"W	32.56
L5	N86°27'29"W	88.51
L6	N65°55'39"E	22.04
L7	S71°21'39"E	53.64
L8	S71°21'39"E	42.01
L9	S93°03'26"W	49.85

APPROXIMATE LOCATION OF
ROADWAY ACCESS EASEMENT
EXHIBIT "E"
BOOK 774, PAGES 738-769

APPROXIMATE LOCATION OF
UTILITY, WATER SUPPLY LINE
AND DISCHARGE PIPE ACCESS
AND MAINTENANCE EASEMENT
EXHIBIT "C"
BOOK 774, PAGES 738-769

APPROXIMATE LOCATION OF
WATER STORAGE TANK,
ACCESS AND MAINTENANCE
EASEMENT



- = section corner
- = steel reinforcing bar w/cap inscribed:
"NELSON ENGR PE & LS 578"
- = 2-1/2" pipe with brass cap inscribed
"RLS 104"
- = set steel reinforcing bar w/cap inscribed:
"NELSON ENGR PLS 4270"

- ST 1/16 SEC. 34
- LEGEND
- = subdivision boundary
 - - - = adjacent property line
 - = vacated lot line
 - . - . - = edge of existing easement line
 - - - - - = road & utility easement
 - - - - - = centerline of storm sewer easement
 - - - - - = aliquot part line

RELOCATION OF ROADWAY ACCESS EASEMENT AGREEMENT

This RELOCATION OF ROADWAY ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into by and between Snow King Mountain Resort, LLC, a Wyoming limited liability, whose address is 575 S. Willow St., PO Box 1846, Jackson, WY 83001 ("Grantor") and the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, whose address is 150 East Pearl Street/PO Box 1687, Jackson, Wyoming 83001 ("Grantee"), and shall be effective as of the date of final signature below ("Effective Date"). Jackson 53, LP, a Texas limited partnership is signing on to this Agreement for the sole purpose of vacating the Existing Access Easement (as defined below) pursuant to Section 1 below.

RECITALS

WHEREAS, Grantor owns certain real property in Teton County, Wyoming legally described as Lot 59 of Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 14, 2013 as Plat No. 1333; PIDN 22-41-16-34-3-07-003 ("Burdened Property"); and

WHEREAS, Grantor is a successor to Grand View Development, LLC. In 2011, Grand View Development, LLC granted Grantee a roadway access easement over a portion of the Burdened Property pursuant to a Roadway Access Easement recorded in the Office of the Teton County, Wyoming Clerk on January 19, 2011 as Document # 0788118 ("Existing Access Easement"). The Existing Access Easement reserved to Grand View Development, LLC the right to relocate the roadway described therein.

WHEREAS, Grantor, as successor to Grand View Development, LLC, desires to relocate a portion of the roadway granted by the Existing Access Easement and terminate the Existing Access Easement, on the terms and conditions contained herein. Grantee, by signing this document, consents to the proposed relocation of the roadway and vacation of the Existing Access Easement on the terms and conditions contained herein.

WHEREAS, the Parties also seek to clarify Grantee's access rights to certain easements, improvements and infrastructure pursuant to previously recorded instruments on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of \$10.00, the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Termination of Existing Access Easement.** The Parties hereby vacate and terminate the Existing Access Easement to the extent such Existing Access Easement burdens the (1) Burdened Property; and (2) Lot 57 of the Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 14, 2013 as Plat No. 1333; PIDN 22-41-16-34-3-07-001 ("Lot 57"); and (3) Lot 53 of the Grand View Lodges Second Addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded in the Office of the Teton County Clerk on April 11, 2008 as Plat No. 1236; PIDN 22-41-16-34-3-04-001 ("Lot 53"); and (4) Lot 58 of the Grand View Lodges Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 14, 2013 as Plat No. 1333; PIDN 22-41-16-34-3-07-002 ("Lot 58"). For the sake of clarity, it is the intent of the Parties that the Existing Access Easement is hereby terminated with respect to the Burdened Property, Lot 57, Lot 53, and Lot 58.

Lot 53, LP, as owner of Lot 53 and Lot 58, is signing on to this Agreement for the sole purpose of vacating the Existing Access Easement with respect to those lots.

2. **Grant of Non-Exclusive, In Gross Easement.** Grantor, as owner of the Burdened Property, grants and conveys to Grantee and Grantee's employees, agents, contractors and licensees, a permanent, non-exclusive roadway access easement in gross for roadway, access, ingress, and egress purposes over that portion of the Burdened Property legally described in **Exhibit A** and graphically depicted in **Exhibit B**, which exhibits are incorporated herein by reference ("Roadway Easement").
3. **Operation.** Grantee shall be permitted to operate and temporarily park within the Roadway Easement all equipment, including all reasonably necessary trucks and grading equipment, necessary for Grantee to exercise its rights and obligations under the Water Storage Tank, Access and Maintenance Easements, recorded at Bk. 774, p. 775, except that equipment, trucks and grading equipment shall not be stored or parked for any period of time under Grantor's existing or relocated Mountain Coaster on the Burdened Property.
4. **Restrictions.** Grantor's grant of this Roadway Easement to Grantee is subject to the following conditions, and by signing this Agreement, Grantee agrees to be bound by the following conditions in its use of the Roadway Easement:
 - A. Grantee shall use the rights granted herein with due regard to the rights of others, and shall not use the Roadway Easement in any way that would impair the rights of Grantor or others to the use of the same.
 - B. Grantee shall not temporarily park or store vehicles or equipment within the Roadway Easement in a manner that obstructs passage by Grantor or others who may have rights within the Roadway Easement.
5. **Reservation.** Grantor hereby reserves unto itself, its guests, invitees, legal representatives, heirs, successors and assigns, the right to use the surface and subsurface of the Roadway Easement, provided such use does not unreasonably impair, interfere with, or obstruct the use of the Roadway Easement by Grantee. Grantor further reserves unto itself, its heirs, successors and assigns, the right to grant additional easements in, under, over and across the Roadway Easement for any purpose Grantor deems necessary in Grantor's sole discretion, provided such additional easements do not unreasonably impair, interfere with, or obstruct the use of the Roadway Easement by Grantee. Grantor further reserves unto itself, its heirs, successors and assigns, the right to relocate the Roadway Easement on the Burdened Property, provided such relocation does not unreasonably impair, interfere with, or obstruct Grantee's rights herein. If Grantor exercises its relocation rights hereunder, Grantor shall be solely responsible for the costs of relocating of the Roadway Easement within the Burdened Property.
6. **Binding Effect.** The Roadway Easement shall burden the Burdened Property and benefit the Grantee.
7. **Costs and Expenses; Maintenance.** Initial construction of the travel surface within the Roadway Easement shall be at the expense of the Grantor.

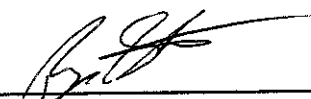
8. **Mechanics Liens.** Grantee shall not allow, permit or take any action which may give rise to a lien on the Burdened Property without the consent of the Grantor, provided however, that inchoate liens for work not yet due and payable shall not be deemed to be a violation of this Section. If a lien is filed against the Burdened Property because of Grantee's actions, Grantee shall cause such lien to be released within 30 days after the Grantor's receipt of actual notice of the filing thereof, including furnishing a bond or other security as required by law to discharge and release the lien against the Burdened Property. If Grantee fails to remove a lien described in this section, then the Grantor shall have the right, after providing written notice to Grantee, to take all steps reasonably necessary to have the lien removed and Grantee shall jointly and severally indemnify the Grantor for all actual costs and expenses reasonably incurred by the Grantor in having the lien removed from the Burdened Property, including reasonable attorney's fees actually incurred by the Grantor in having the lien removed.
9. **No Assumption of Liability.** Grantor, by granting, declaring, and establishing the Roadway Easement, does not assume any responsibilities or liabilities with respect thereto, nor shall Grantor at any time incur any liability for failure to comply with any law, ordinance, regulation, or order with respect to this Agreement or the Roadway Easement.
10. **Easement in Gross.** The Roadway Easement granted herein is a commercial easement "in gross" and is personal to Grantee and Grantee's employees, agents, contractors, and licensees, for their sole and exclusive use, and shall not be construed in any manner to create or grant any rights to the public generally, to any other person or entity, or to the owner of any other property to use the Roadway Easement or enter onto the Burdened Property. Grantee shall not have the right to lease, assign or otherwise permit the use of the Roadway Easement by any other person or entity other than to Grantee's employees, agents, contractors, and licensees. Grantee shall not assign any of its rights, privileges, obligations, or duties hereunder without the prior written consent of Grantor.
11. **Roadway Access Clarification.** Grantor's predecessor in title granted Grantee easements for certain improvements and infrastructure pursuant to the following instruments: (1) Agreement to Convey Easements recorded January 19, 2011 in the Office of the Teton County Clerk as Document Number 0788116; (2) Water Storage Tank, Access and Maintenance Easements recorded January 19, 2011 as Document Number 0788119; (3) Utility, Water Supply Line and Drainage Pipe Access and Maintenance Easement recorded January 19, 2011 as Document Number 0788121 (collectively, "Town Easements"). Grantee agrees that it shall only use the Roadway Easement granted herein to access its improvements and infrastructure permitted and constructed pursuant to the Town Easements.
12. **Indemnification.** Grantee agrees to indemnify, defend and hold harmless Grantor, its members, managers, officers, employees, agents successors and assigns ("Indemnified Parties") from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, costs and expenses, including reasonable attorneys' fees and all damage to property (collectively, "Losses"), arising out of or attributable to use of the Roadway Easement by Grantee and its employees, agents, contractors and licensees, unless such Losses are caused by the willful misconduct or gross negligence of Grantor or its employees or agents.

13. **Enforcement and Remedies.** Grantor and Grantee shall be entitled to enforce this Agreement by specific performance, injunction, or by bringing an action for damages. The prevailing party in an action brought under this Agreement shall be entitled to recover from the other party or parties, as the case may be, reasonable attorneys' fees and costs, in addition to all other relief provided by law or in equity.
14. **Notices.** All notices or other communications to be given to the parties to this Agreement shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, to the addresses noted above, or at such other address as one party notifies the other in writing pursuant to this Section. Notice shall be effective immediately when hand delivered, 1 day after being deposited with an overnight courier or 5 business days after being placed in the mail.
15. **Amendments.** Any modifications, amendments, or changes to any of the provisions of this Agreement shall be effective only if in writing and executed by all parties to this Agreement.
16. **Governing Law.** This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming. Venue for any lawsuit brought under this Agreement shall lie exclusively in the 9th Judicial Circuit, Teton County, Wyoming. The descriptive headings of the sections contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions herein. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.
17. **Recordation.** This Agreement shall be recorded in the land records of the Office of the Teton County, Wyoming Clerk.
18. **Severability.** If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement.
19. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one document.
20. **Governmental Immunity.** Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

IN WITNESS WHEREOF, this Agreement was executed on the date of signatures set forth below.

GRANTOR

Snow King Mountain Resort, LLC, a Wyoming limited liability company



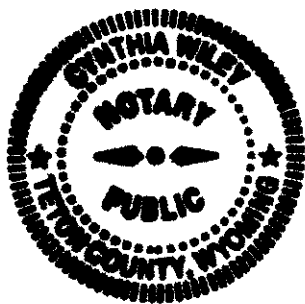
By: Ryan Stanley
Its: President

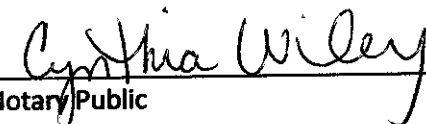
Date: Nov 22, 2021

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this 22nd day of November, 2021, before me, the undersigned Notary Public, personally appeared Ryan Stanley for Snow King Mountain Resort, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the President of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

Witness my hand and official seal.

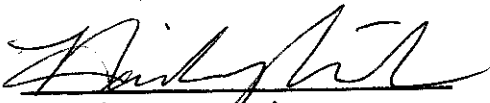




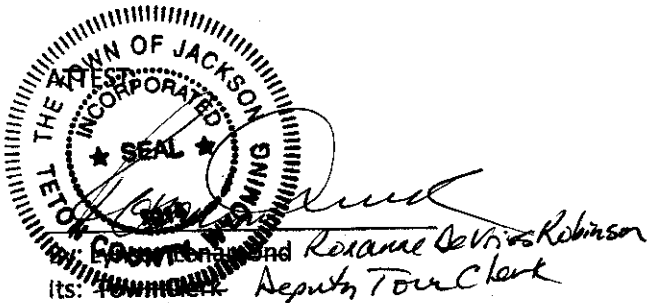
Notary Public
6/18/25 - exp.

Grantee

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



By: Hailey Morton Levinson
Its: Mayor

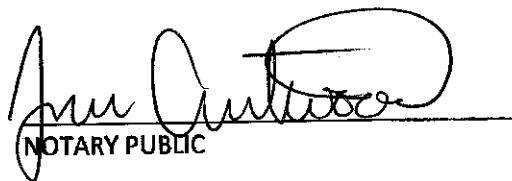
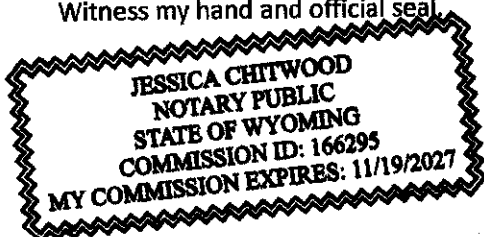


STATE OF WYOMING)
COUNTY OF TETON) ss

On this 22nd day of December, 2021, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, as Mayor for the Town of Jackson, Wyoming, and ~~Lynsey Lenamond~~, as Town Clerk for the Town of Jackson, Wyoming, who are each personally known to me or have each established their identity and authority to me by reasonable proof.

Roxanne Robinson

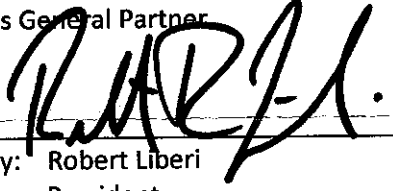
Witness my hand and official seal.



NOTARY PUBLIC

Lot 53, LP, a Texas limited partnership who is signing on to this Agreement for the sole purpose of vacating the Existing Access Easement pursuant to Section 1 herein.

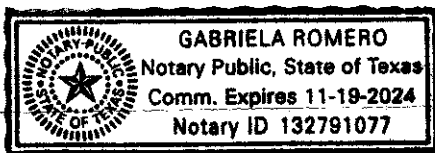
Lot 53, LP, a Texas limited partnership
By: Astrea Jackson 53 GP, LLC, a Texas limited liability company,
Its General Partner


By: Robert Liberi
Its: President

STATE OF Texas)
) ss
COUNTY OF Dallas)

This instrument was acknowledged before me on the 9 day of November 2021, by Robert Liberi of Astrea Jackson 53 GP, LLC a Texas limited liability company, the general partner of Jackson 53, LP a Texas limited partnership before me, the undersigned Notary Public.

Witness my hand and official seal.




NOTARY PUBLIC

EXHIBIT A

A strip of land thirty foot wide for the purpose of providing access to the existing Town of Jackson water tank, located within Lot 59 of Grand View Lodges Third Addition to the Town of Jackson, Plat No. 1333, and described within Warranty Deed, document no. 0940823, records of the Clerk of Teton County, Wyoming and being located in the NE ¼ SW ¼ of Section 34, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said 30-foot-wide easement being 15 feet each side of the following described centerline;

Beginning at a point on the southerly Road & Utility Easement as shown on Said Plat No. 1333 and being S 87°55'49" W, a distance of 692.97 feet from the Center Quarter Corner of Said Section 34;

Thence S 34°40'26" W, a distance of 10.51 feet to a circular curve to the left;
Thence along said curve having a radius of 50.00 feet, a chord of 15.57 feet, bearing S25°43'01" W, through a central angle of 17°54'50", an arc distance of 15.63 feet;
Thence S16°45'36" W, a distance of 92.61 feet to a circular curve to the left;
Thence along said curve having a radius of 150.00 feet, a chord of 12.92 feet, bearing S14°17'33" W, through a central angle of 04°56'06", an arc distance of 12.92 feet;
Thence S11°49'30" W, a distance of 79.07 feet to a circular curve to the left;
Thence along said curve having a radius of 100.00 feet, a chord of 31.44 feet, bearing S02°46'54" W, through a central angle of 18°05'11", an arc distance of 31.57 feet;
Thence S06°15'41" E, a distance of 21.58 feet to a circular curve to the left;
Thence along said curve having a radius of 135.00 feet, a chord of 193.32 feet, bearing S51°42'56" E, through a central angle of 91°27'05", an arc distance of 215.48 feet;
Thence N82°33'32" E, a distance of 17.01 feet to a circular curve to the right;
Thence along said curve having a radius of 120.00 feet, a chord of 25.00 feet, bearing N88°32'19" E, through a central angle of 11°57'34", an arc distance of 26.05 feet;
Thence S85°28'54" E, a distance of 119.60 feet to a circular curve to the right;
Thence along said curve having a radius of 28.00 feet, a chord of 53.94 feet, bearing S11°04'05" E, through a central angle of 148°49'38", an arc distance of 72.73 feet;
Thence S83°20'44" W, a distance of 26.91 feet to a circular curve to the left;
Thence along said curve having a radius of 120.00 feet, a chord of 110.34 feet, bearing S34°01'12" W, through a central angle of 54°44'26", an arc distance of 114.65 feet to a compound curve to the left;
Thence along said curve having a radius of 24.00 feet, a chord of 33.09 feet, bearing S36°55'24" E, through a central angle of 87°08'46", an arc distance of 36.50 feet;
Thence S80°29'47" E, a distance of 234.19 feet to a circular curve to the right;
Thence along said curve having a radius of 78.00 feet, a chord of 138.02 feet, bearing S18°16'37" E, through a central angle of 124°26'19", an arc distance of 169.41 feet;
Thence S43°58'33" W, a distance of 113.71 feet to a circular curve to the left;
Thence along said curve having a radius of 30.00 feet, a chord of 44.03 feet, bearing S03°16'15" E, through a central angle of 94°25'36", an arc distance of 49.44 feet;
Thence S50°29'02" E, a distance of 167.81 feet to a circular curve to the right;
Thence along said curve having a radius of 207.00 feet, a chord of 169.45 feet, bearing S26°19'25" E, through a central angle of 48°19'14", an arc distance of 174.57 feet;
Thence S02°09'48" E, a distance of 45.12 feet to the northerly line of that Water Storage Tank Easement described in Book 774, pages 775-779 and being the end of this description.

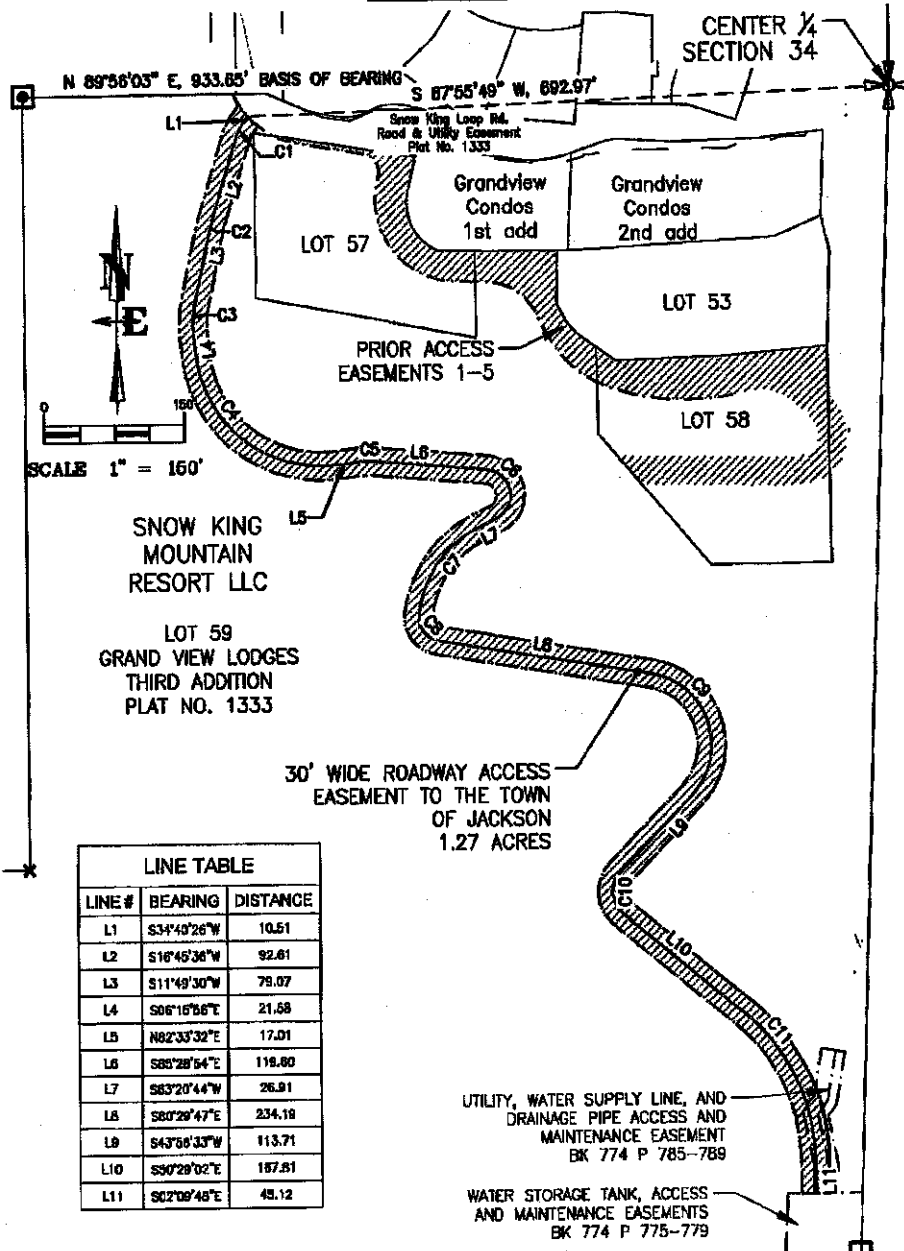
The sidelines to be lengthened or shortened to terminate on described lines.

Said easement contains 1.27 acres, more or less, and is subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

The Basis of Bearing for this description is N89°56'03" E along the North Line of the NE1/4 SW1/4 of Section 34.

All as shown on Exhibit "B" attached hereto and by this reference made a part hereof.

EXHIBIT B



DRAWING NO
1

19-262-01

DRAWING TITLE
SNOW KING MOUNTAIN RESORT
ROADWAY ACCESS EASEMENT
TO THE TOWN OF JACKSON

**NELSON
ENGINEERING**

P.O. BOX 1590, JACKSON WYOMING (307) 733-2087

DATE	0/00/2001
ENGINEERED	
DRAWN	SK
CHECKED	
APPROVED	SK

PARTIAL VACATION OF PLAT

Whereas, on _____, 2022, the Town of Jackson City Council met to consider a request for vacation of the roadway & utility easement within Lot 58 of Grand View Lodges Third Addition to the Town of Jackson, Plat No. 1333, as recorded in the Office of the Teton Clerk, Wyoming, on November 14, 2013.

Whereas, Snow King Mountain Resort, LLC granted a Relocation of Roadway Access Easement Agreement to the Town of Jackson for the purpose of terminating the existing access easement within Lot 58 of Grand View Lodges Third Addition, Plat No. 1333, as described withing Document No. 1030716, filed on December 30, 2021, records of the Clerk of Teton County.

Whereas, having determined that the proposed easement vacation does not abridge or destroy any of the rights and privileges of the other proprietors in said plat, the proposed easement vacation was approved by the Town Council.

Now, therefore, the Mayor of the Town of Jackson hereby respectfully requests that the Teton County Clerk write, "vacated," across the road & utility easement within Lot 58 of said Plat and also requests that the County Clerk make a reference on said plat of the volume and page in which this instrument of partial vacation has been recorded.

Jackson 53 LP, a Texas limited partnership

By: _____

Name: Robert Liberi

Its: President

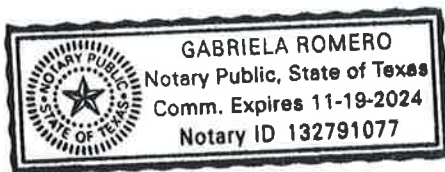
Dallas Texas AR

STATE OF WYOMING)

Dallas) ss.
COUNTY OF TETON) AR

The foregoing instrument was subscribed and sworn to before me on this 24 day of August, 2022, by Robert Liberi as President of Jackson 53 LP, a Texas limited partnership, who personally appeared before me and being personally known by me acknowledged that the foregoing statements are true and correct to the best of his knowledge.

Witness my hand and official seal.



Gabriela Romero
Notary Public

My Commission Expires: 11-19-2024

TOWN ACKNOWLEDGEMENT

Hailey Morton Levinson, Mayor
Town of Jackson

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

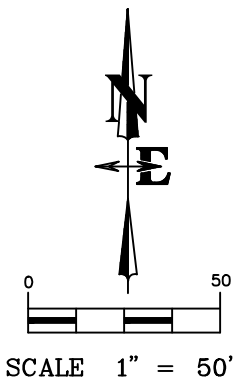
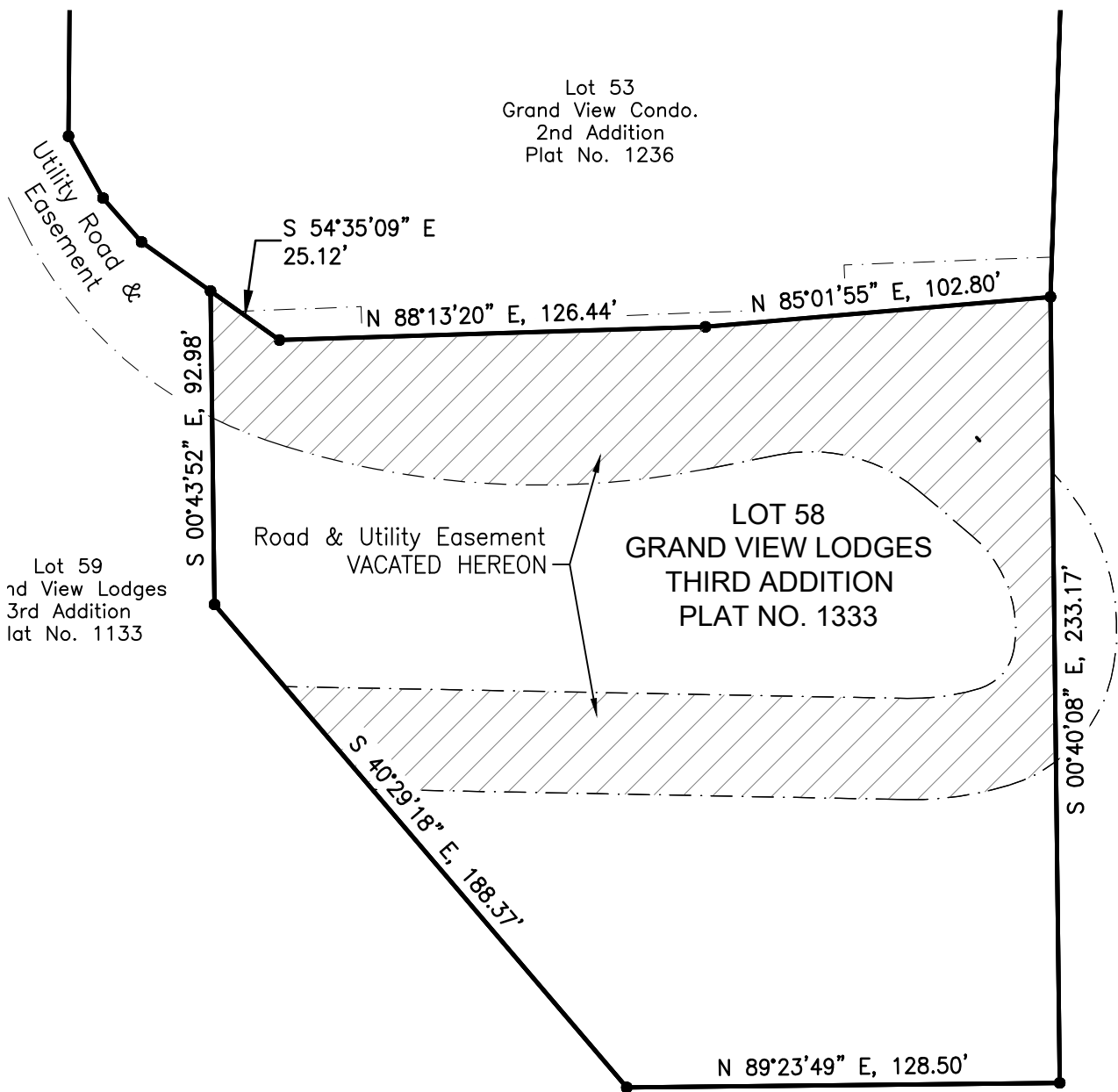
The foregoing instrument was acknowledged before me by _____ as Mayor of the Town of Jackson on this _____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT B
PARTIAL VACATION



LOT 58, GRAND VIEW LODGES
THIRD ADDITION TO THE TOWN
OF JACKSON, PLAT NO. 1333
LOCATED IN NE1/4 SW 1/4,
SECTION 34, T41N, R116W
TOWN OF JACKSON
TETON COUNTY, WYOMING

DRAWING NO	DRAWING TITLE	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	2/15/2022
1	Jackson 53, LP		ENGINEERED	
JOB NO	PARTIAL VACATION		DRAWN	SK
19-262-01			CHECKED	LR
			APPROVED	LR

TOWN OF JACKSON RESOLUTION #22-23
RESOLUTION OF APPRECIATION FOR CLARENE LAW

WHEREAS, on September 21, 2022, Clarene Webb Law, of Jackson, Wyoming, passed away at the age of 89, and with her passing, Jackson lost a beloved member of the community; and

WHEREAS, in 1962 with the help of family, Clarene purchased the Antler Motel, and thus began a career in hospitality which grew to include several properties in Jackson that have been pivotal to tourism as well as to the iconic history of the downtown Jackson area; and

WHEREAS, Clarene's contributions to the community include her support of many organizations such as the Grand Teton Music Festival, the National Museum of Wildlife Art, Community Entry Services, and the Chamber of Commerce; and

WHEREAS, Clarene served on the Jackson Planning Commission, the Jackson Hole Business and Professional Women's Club, the Jackson Hole Resort Association, and the school board; and

WHEREAS, Clarene's service didn't stop at the local level, but extended to the State of Wyoming's Legislature for 14 years, membership in the Wyoming Business Council, and serving as President of the Wyoming Lodging and Restaurant Association; and

WHEREAS, in 2013 Clarene was inducted into the Wyoming Business Hall of Fame, which recognizes industry leaders who have demonstrated substantial business merit while making a virtuous impact on their community; and

WHEREAS, Clarene was known for her kindness, respect, and love of people, remembering the names of her customers after one stay and always being willing to take time to share advice and encouragement with others; and

WHEREAS, Clarene was always generous to community members needing emergency lodging due to pass and canyon closures and as well as to the Town of Jackson specifically when we requested lodging for interview candidates, law enforcement personnel in emergencies, and winter lodging for START Transit Operators, making the needs of the community a priority.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, and the Town Council, do hereby recognize and express appreciation for the life and accomplishments of Clarene Webb Law.

BE IT FURTHER RESOLVED, that a copy of this resolution be maintained in the official records of the Town of Jackson as a permanent record and memorandum of the contributions of Clarene Webb Law.

DATED THIS 21st DAY OF NOVEMBER 2022

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

ORDINANCE R

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1289, 1259, 1242, AND 1195 AND SECTION 16.10.000(B) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS SUMMARY OF HOUSING PROGRAMS 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. 1289, 1259, 1242, and 1195 and Section 16.10.000(B) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.000 Introduction

B. Summary of Housing Programs.

1. Accessory Residential Units (ARU) – Units created through this program are developed as part of nonresidential developments that are exempt from the housing requirements set by the LDRs. These units are rented to workers employed in Teton County, and they must remain as rental property (i.e., they cannot be converted to condominiums). Accessory Residential Units developed after June 4, 2018 will be part of the “Workforce Rental” program and are required to have a Special Restriction for Workforce Rental Housing recorded on them. To qualify to rent these units, the Household must meet the Employment Requirement. A minimum of 75% of the household’s income must be earned from a local business(es) The tenants must physically occupy the unit a minimum of 80% of their lease term. Tenants will be required to requalify annually or upon lease renewal. The units are not allowed to remain vacant in excess of 60 days. Rents are set by the owner.
2. Affordable – These are units created through the mandatory affordable housing mitigation requirements included in the Town and County Land Development Regulations (LDRs). The Affordable housing program is divided into “Affordable Ownership” and “Affordable Rental,” and each has restricted pricing based on applicable affordability ranges. To qualify to purchase these units, household income and assets must be within the relative income range for the unit, and the Household must meet the Employment Requirement. No ownership of other residential real estate within 150 miles of Teton County is allowed. The owners must physically occupy the units a minimum of 10 months each year. Tenants must physically occupy the units a minimum of 80% of their lease term. Tenants will be required to requalify annually. Owners will be required to provide proof of continued local employment, occupancy, and non-ownership of residential real estate. Maximum rents and sales prices are based on median family income as published by HUD. Ownership units appreciate based on the Consumer Price Index. Units with three (3) or four (4) bedrooms may be restricted as dormitories if they are allowed by the LDRs in the proposed location, meet the definition of dormitory in these Rules and Regulations, and comply with the Livability Standards.
3. Attainable – These units were built before housing standards were codified in the LDRs. No more Attainable housing units will be constructed, but the Housing Department Rules and Regulations still apply through the management of existing units. Specific requirements for these units are recorded as covenants on the property deed, and the Housing Department Rules and Regulations are referenced through these covenants. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is

allowed at time of purchase. The owners must physically occupy the units a minimum of 9 months each year. No requalification or future documentation will be required after purchase of the unit.

4. Employee – These rental housing units are built to comply with the housing mitigation requirements for new nonresidential development set out in the Town and County LDRs. Initially, these units were intended to provide housing to seasonal workers, but they are not restricted to occupancy by seasonal workers. These Housing Department Rules and Regulations have been updated to reflect the Town and County’s policy direction in 2017, which aligns with the Comprehensive Plan’s goal of housing the local year-round workforce. The owner of the Employee housing units ultimately makes the decision about unit tenancy so long as the household qualifies. These units can be converted to condominiums and sold to private entities but must be used as rental units as required by their Restriction in perpetuity. Employee units developed after June 4, 2018 will be part of the “Affordable Rental” program. To qualify to rent these units, household income must be within the relative income range for the unit. Households must meet the full-time employment requirement outlined in the Housing Unit’s Special Restriction. No ownership of other residential real estate within 150 miles of Teton County is allowed. Owners will be required to report annually and provide tenant information to the Housing Department pursuant to the Housing Department’s request for information. Tenants will be required to requalify annually. The units are not allowed to remain vacant in excess of 60 days.

...

6. Workforce Housing Programs – This program is divided into “Workforce Rental” units and “Workforce Ownership” units. They are provided through incentives in the LDRs. Households who purchase or rent Workforce units are required to earn a minimum of 75% of their income from a local business. Households may not own other residential real estate within 150 miles of Teton County, and the Household must meet the Employment Requirement. There is no cap on the original purchase price. Once a unit is sold or rented, the maximum resale price or rental rate is restricted to an appreciation cap on the unit as indicated in the Special Restrictions recorded on the property. The owners of Workforce Rental Units set the rental rates. There is no cap on rental rates. Owners and tenants will be required to re-qualify annually.

...

C. Special Restrictions.

(Ord. _____ § 1, 2022; Ord. 1289 § 1, 2021; Ord. 1259 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 S

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1290, 1259, 1242, AND 1195 AND SECTIONS 16.10.200(B)(2)(c) AND 16.10.200(B)(2)(e)(i) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS HOUSING MITIGATION PLAN 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. 1290, 1259, 1242, and 1195 and Sections 16.10.200(B)(2)(c) and 16.10.200(B)(2)(e)(i) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.200 Housing Development Standards and Procedures.

- c. Mitigation Fee in-lieu calculations - If the developer proposes Fees In-Lieu as the preferred form of mitigation, the developer shall submit the proposed amount with a Final Development Plan.

...

- i. Requirement -All required housing mitigation units and Housing Units that are provided using an incentive or bonus tool in the Jackson or Teton County Land Development Regulations, with the exception of Accessory Residential Units that are secondary to Residential Use, are required to have the approved template for the applicable Special Restriction recorded on the property prior to issuance of Certificate of Occupancy for the development associated with the Housing Unit.

(Ord. _____ § 1, 2022; Ord. 1290 § 1, 2021 Ord. 1259 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 T

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1290, 1259, 1242, AND 1195 AND SECTIONS 16.10.200(C) AND 16.10.200(I) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS LIVABILITY STANDARDS 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. 1290, 1259, 1242, and 1195 and Sections 16.10.200(C) and 16.10.200(I) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.200 Housing Development Standards and Procedures.

C. **Livability Standards** - To meet the community's goals of providing working families a viable choice of housing, to protect social diversity, preserve affordability, and to contribute to economic stability, the LDRs and the Housing Department Rules and Regulations require that restricted housing units are designed to provide affordability, adequate size, building and site design, and finishings to serve future tenants. These are all criteria in the Housing Department's decisions as to whether a development meets the goals of the LDRs and the Housing Department Rules and Regulations. For additional construction standards, see Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3.

...

9. Parking - All restricted housing units must have access to a minimum of one parking space. The parking provided must be equivalent to parking provided for use by the market units in the development.

(Ord. ____ § 1, 2022; Ord. 1290 § 1, 2021; Ord. 1259 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 U

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1290, 1259, 1242, AND 1195 AND SECTIONS 16.10.200(C)(7) THROUGH 16.10.200(C)(11) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS DUES ASSESSMENTS 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. 1290, 1259, 1242, and 1195 and Sections 16.10.200(C)(7) through 16.10.200(C)(11) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.200 Housing Development Standards and Procedures.

7. Standards for Assessments Imposed by Covenants, Conditions and Restrictions - To preserve affordability of the community's Restricted Housing Units, the Covenants, Conditions and Restrictions, or like governing documents, for developments that comprise all restricted units with a mix of restriction types or that have a mix of restricted units and market units, must meet the following standards.
 - a. Prohibition on Assessments for Luxury Items - Costs for Luxury Items may not be assessed against Restricted Housing Units unless 100% of the owners of the Restricted Housing Units vote to approve the proposed Luxury Item.
 - b. Prohibition on Assessments for Common Areas - Costs for maintenance and operations of common areas or shared amenities that are not accessible for use by the Restricted Housing Units may not be assessed against Restricted Housing Units
 - c. Regular Dues Assessments - Regular Dues Assessments imposed on Restricted Housing Units may not exceed the Value Comparison Percentage. The Value Comparison Percentage for each restricted unit is calculated by dividing the value of the Restricted Housing Unit by the total value of all housing units in the development. For the purposes of calculating the Value Comparison Percentage for the Restricted Housing Units, values for each unit type in the Development will be determined as follows:
 - i. Market Units: The value of each market unit in a development in the first year Regular Dues Assessments are imposed is the original sale price of each market unit as set by the developer. In subsequent years, the value of each market unit is the Teton County Assessor's assessed value for the applicable calendar year.
 - ii. Workforce Restricted Units: The value of each Workforce Restricted Housing Unit in a development in the first year Regular Dues Assessments are imposed is the original sale price of each unit as set by developer. In subsequent years, the value of each Workforce Restricted Housing Unit in a development is the Teton County Assessor's assessed value for the applicable calendar year.
 - iii. Affordable Restricted Units: The value of each Affordable Restricted Housing Unit in a development in the first year Regular Dues Assessments are imposed is the Maximum Resale Value. In subsequent years, the value of each Affordable Restricted Housing Unit is the Teton County Assessor's assessed value for the applicable calendar year.
 - iv. Undeveloped lots: The Value Comparison Percentage shall be calculated for undeveloped lots, whether Market or Restricted, in the same manner

Sample Calculation of Value Comparison Percentage and Special Assessment

Subject Unit – Affordable Restricted Value

Unit A: \$200,000

Other Restricted Units in the Development Values

Unit B: \$250,000

Unit C: \$500,000

Unit D: \$498,000

Market Units in the Development Values

Unit E: \$3,000,000

Unit F: \$3,800,000

Unit G: \$2,950,000

Unit H: \$5,050,000

Unit I: \$4,000,000

Unit J: \$3,800,000

Step 1: Calculate the total value of all units in the development (A-J) by adding the values = \$24,048,000

Step 2: Calculate Unit A's Value Comparison Percentage by dividing Unit A's value (\$200,000) by the total value of all units in the development = 0.0083 or **.83%**

Example Annual Regular Dues Assessments = \$10,000

Value Comparison Percentage for All Units in the Development

Unit A:	0.83%	\$83
Unit B:	1.04%	\$104
Unit C:	2.08%	\$208
Unit D:	2.07%	\$207
Unit E:	12.48%	\$1,248*
Unit F:	15.80%	\$1,580*
Unit G:	12.27%	\$1,227*
Unit H:	21.00%	\$2,100*
Unit I:	16.63%	\$1,663*
Unit J:	15.80%	\$1,580*

*The method used in this sample for assessing Market Units is not a requirement under these Rules and Regulations. Market Units may be assessed as determined by the CCRs.

Sample Special Assessment for Unit A: A Special Assessment for the Development totaling \$8,000 will be \$66.40 for Unit A. The maximum payment requirement per year may not exceed \$16.60

- d. Special Assessments - Special Assessments imposed on restricted housing units may not exceed the Value Comparison Percentage for each unit.

- e. Payment of Special Assessments - Payment of Special Assessments for Restricted Housing Units must be amortized over a period of time such that the maximum payment requirement is no more than twenty percent (20%) of the annual obligation for the Regular Dues Assessments. Special Assessments are calculated and assessed separately and in addition to Regular Dues Assessments.
- f. Review of CCRs and Budget - The Housing Department shall review and approve the CCRs that will be recorded for a development prior to issuance of final plat as well as any subsequent amendments thereto.

(Ord. _____ § 1, 2022; Ord. 1290 § 1, 2021; Ord. 1259 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 V

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1291, 1260, 1242, AND 1195 AND SECTIONS 16.10.300(B)(1), 16.10.300(B)(4), 16.10.300(C)(1)(b), 16.10.300(C)(3)(d), AND 16.10.300(C)(4) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS QUALIFICATION AND ELIGIBILITY 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. 1291, 1260, 1242, and 1195 and Sections 16.10.300(B)(1), 16.10.300(B)(4), 16.10.300(C)(1)(b), 16.10.300(C)(3)(d), and 16.10.300(C)(4) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.300 Qualification and Eligibility.

B. Qualification - To be considered a qualified household under these Housing Department Rules and Regulations, all of the following criteria must be met prior to the time of closing (purchase) or move-in (rental):

1. Employment Requirement - At least one member of the household must fit one of the following categories:
 - a. Employed in Teton County - Be employed for a local business or organization located in Teton County an average of at least thirty (30) hours per week or 1560 hours annually. For purchases or rentals that are not subject to the Weighted Drawing process, the household can be under contract for employment at a local business or organization located in Teton County, Wyoming, where such contract commences employment before the date of move-in (rental) or closing (purchase) of a restricted housing unit, and the employment will be for a minimum of 30 hours per week or 1560 hours per year. For teachers, 250 hours are added to their annual hours to account for hours worked without pay such as renewing certifications, grading papers, etc.
 - i. Self-Employed - If self-employed, the business must meet the definition of a Local Business. Second, the number of work hours must be documented to substantiate meeting the Employment Requirement. Since self-employment is often unique, different methods of verification may be used; however, a log of hours is required. Other methods may include verification from vendors, employees, or other applicable methods.
- b. Employment Exemptions.
 - i. Military Service - Active military service in the U.S. Armed Services counts as employment in Teton County, Wyoming if that member of the household met employment criteria in Teton County, Wyoming for a minimum of two years prior to enlisting and if the individual has returned to employment for a Local Business within sixty (60) days of terminating enlistment with the U.S. Armed Services.
 - ii. Caregiving.
 - a) Purpose. The purpose of this exemption is to allow hours worked as the primary caregiver of children or immediate family to be counted towards a household's employment requirements as the household would otherwise be paying a daycare

provider or other individual for the service, which increases the need for services, employees, and affordable workforce housing in Teton County.

- b) Criteria. Hours worked as a caregiver may be counted towards a household's employment requirements under this exemption if the following criteria and conditions are met:
 - I. The caregiver is a full-time resident (resides a minimum of 10 months per calendar year) of Teton County, Wyoming or Teton County, Idaho or Lincoln County, Wyoming.
 - II. The caregiver is an adult in the household.
 - III. The caregiver is the primary caregiver for:
 - 1. Children under the age of twelve (12) who are members of the household; or
 - 2. An immediate family member residing in Teton County, Wyoming who is unable to care for themselves and/or cannot be left alone due to a serious mental or physical disability, or illness such that they require a permanent or long-term caregiver.
 - IV. No other adult in the household is available to provide care at that time because they are working at a verifiable place of employment.
 - V. No more than 6 hours a day may be counted.
 - VI. Hours worked during no more than 5 days per week may be counted.
 - VII. No more than 30 hours per week may be counted per household.
 - VIII. Hours may not be counted for providing care to school aged children during times when the school in which the child is enrolled is in session.
 - IX. Hours providing care for children who are being officially home schooled will be verified by the Housing Department on a case-by-case basis. Households undergoing qualification for Restricted Housing who wish to have hours counted towards employment requirements under this caregiver exemption must have the exemption approved by the Housing Department prior to the start of a Drawing Process.
 - X. Hours shall not be counted for children in the household 12 and older unless they have been approved for homeschooling hours by the Housing Department, have a long-term illness, are disabled, or need long term care for some other reason that renders them unable to care for themselves.
- c) Verification. Documentation will be required to verify and substantiate caregiver hours under this exemption which may include birth certificates, letters from health care provider, court orders, and affidavits from employers, family members, and neighbors. The Housing Department has the discretion to determine whether caregiving hours will be allowed to be counted towards employment requirements based upon its review of the documentation and circumstances.

...

4. Financial Ability - The Household must qualify without a cosigner for a loan through an institutional lender to purchase an Affordable Housing Unit. Workforce units are allowed a cosigner with the approval of the Housing Department.

...

- i. College-Aged Children - The income of adult children who are both under the age of 25 who are members of the household and who are attending college will not be counted. Income of adult children who are members of the Household over the age of 25 will be counted.

- ii. Business Income - Gross income is used minus cash expenses. Examples of non-cash expenses that are prohibited deductions include but are not limited to depreciation, travel, meals, entertainment, and business use of the unit.

...

- iii. Household Members - All individuals who are intending to occupy the unit must be included on the application. All adults who will be occupying the unit must include income and assets on the application except children of intended members of the Household that are under the age of 25 and Attending College.. For Affordable units, adults not listed on the application may not reside in the unit within the first year and may not reside in the restricted unit thereafter without prior approval from the Housing Department. For Workforce units, additional adults may reside in the unit at any time, but the household must qualify and have approval from the Housing Department. No approval will be given to either Affordable or Workforce owners without all adult occupants signing an Occupancy Agreement. For Affordable units, divorces must be finalized prior to closing on the unit. For Workforce units divorces are not required to be finalized, and applicants are allowed to apply without their spouse, and the spouse's income/assets, etc. will not be counted.

- iv. Residential Rental Income - All income from residential real estate will be counted toward Household income. All expense deductions are prohibited.

- v. Local Income - Local Income is an income earned from employment compensation of self-employment from a Local Business. Child support and local retirement income may also be counted as Local Income.

- vi. Non-Local Income – Non-Local Income includes, but is not limited to, the following: Dividends; Income from a party that does not meet the definition of Local Business; Child support, except for child support being paid by a person working for or self-employed with a Local Business if it can be demonstrated and verified; Alimony; Rental Income; Retirement, except if the person receiving the retirement income is over the age of 62 or the retirement income is from being fully vested in a pension plan associated with past employment with a Local Business. If either the age of the recipient or the status of the pension plan can be demonstrated and verified, the income will be deemed Local Income; Social Security; Disability; Unemployment; All consistent sources of income not from a Local Business.

...

d. Co-Signers and Guarantors

- i. Affordable Units - Cosigners and Guarantors are prohibited when a Household is purchasing Affordable Units.
- ii. Workforce Units - Cosigners and Guarantors are allowed when a Household is purchasing Workforce Housing units with the approval of the Housing Department, which approval will only be granted when, a cosigner or guarantor is needed solely due to the buyer's lack of ability to afford the unit on their own. Cosigners and Guarantors are prohibited from being on title to the Housing Unit.

...

- 4. Homebuyer Education - Completion of the Homebuyer Education course is required to meet eligibility criteria to enter a weighted drawing for a restricted housing unit or purchase a restricted

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 W

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1292, 1261, 1242, AND 1195 AND SECTIONS 16.10.400(B)(1), 16.10.400(B)(2), 16.10.400(B)(4), 16.10.400(C)(2)(g), AND 16.10.400(D) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS WEIGHTED DRAWING 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. 1292, 1261, 1242, and 1195 and Sections 16.10.400(B)(1), 16.10.400(B)(4), 16.10.400(B)(2), 16.10.400(C)(2)(g), and 16.10.400(D) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.400 Weighted Drawing.

...

1. Employment - Each Household must meet the Employment Requirement herein..
 - a. Interruption of Employment - Interruption of employment will be allowed in special circumstances if other employment criteria are met in Teton County, Wyoming at least two (2) years immediately prior to the interruption of employment. Interruption of employment will only be allowed for a maximum period of five (5) years. Points will not be given for the time period during the interruption of employment. Points will be given for years employed full-time at a local business immediately prior to the interruption of employment. To obtain points for prior employment, a household must have reestablished full-time employment at a local business within one (1) month of termination of the reason for the interruption of employment. Reasons for allowed interruption of employment and must have met the Employment Requirement for one entire year upon reestablishing compliance with the Employment Requirement. The only reasons a Household's employment may be interrupted are caring for a sick or disabled immediate family member, attending post-secondary school, and hospitalization. Appropriate documentation verifying to the satisfaction of the Housing Department permitted interruption of employment include but are not limited to, a letter from a health care provider, or school transcripts, and will be required to obtain points for prior employment..

...

4. No Qualified Entries - After a weighted drawing where no qualified entries exist, the unit will be offered again in a weighted drawing. If the unit has minimum occupancy requirements, it will be open to households in the next tier of the minimum occupancy requirements. If there are no minimum occupancy requirements or if after offering the unit again in a Weighted Drawing there are still no qualified entries, the unit will be offered first come, first served. The first Qualified household to submit a complete application will have the opportunity to purchase. First come Qualified households will be allowed to make an offer on the unit. In the case an offer is made that is less than the Maximum Resale Price, the seller may accept the offer or make a counteroffer. The prospective buyer Household then has the opportunity to accept the Seller's counteroffer or issue a counteroffer. If made, the Seller can accept or counteroffer a second time. As long as there is not another Qualified Household in line, the first Qualified Household can continue to make counteroffers until the Seller accepts. If there is another Qualified Household in line, the first Qualified Household is limited to

accepting the Seller's second counteroffer or rejecting it. If the Seller's second counteroffer is rejected, the second Qualified Household will have the opportunity to make an offer, but it must be more than the first Qualified Household's highest offer. This process will continue until an offer is accepted by the Seller or the Seller withdraws its Letter of Intent to Sell. Notwithstanding the foregoing, the Housing Department may make a different determination if the owner is in default and/or if the sale is a forced sale..

...
g. Credit Report – A full credit report or an equivalent, as such may be determined by the Housing Department is required and must include a credit score along with data from all accounts.

...
D. Notice to Selected Household - Upon receipt of the Weighted Drawing results, the Housing Department will notify the Household chosen first in the drawing. The Housing Department will use the contact information given in the Household's Intake Form to contact the Household. The Household will have five (5) business days to respond to the Housing Department. If there is no response from the Household within five (5) business days, the Household drawn second in the drawing will have the option to purchase, under the same circumstances as the first. The process continues until a Household provides the requisite response within the five (5) business days. The Housing Department may simultaneously notify the Households drawn first, second, and third in the drawing for purposes of speeding up the purchase process, however, the timelines for response outlined above will be maintained. Households that may be out of town at the time of a drawing or unable to be reached are encouraged to notify the Housing Department and make necessary arrangements in case they are drawn in a drawing for which they have entered.

(Ord. ____ § 1, 2022; Ord. 1292 § 1, 2021; Ord.1261 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 X

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1296, 1294, 1293, 1262, 1263, 1242, AND 1195 AND SECTIONS 16.10.500 AND 16.10.6500 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS PURCHASE AND SALE STANDARDS 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. 1296, 1294, 1293, 1262, 1263, 1242, and 1195 and Sections 16.10.500 and 16.10.600 the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.500 Sale and Resale Standards.

- A. Applicability - Each restricted housing program dictates both the initial sales price and the maximum resale price. The restrictions for each unit should be consulted for exact details.
 - a. Affordable Housing Program - For the Affordable housing program, these Housing Department Rules and Regulations set out how to determine both the initial sales price and the maximum resale price.
 - b. Employment-Based Housing Program - The initial sales prices and maximum resale prices for Employment-Based housing units are determined by these Housing Department Rules and Regulations.
 - c. Workforce Housing Program - The initial sales prices for Workforce housing units are negotiated between the owner and the buyer. After the initial sale, the value will appreciate according to the Denver-Aurora-Lakewood CPI with a maximum of 3%. If the Denver-Aurora-Lakewood CPI no longer exists, another similar index will be used.
 - d. Attainable Housing Program – The Attainable housing program does not place limits on sale or resale prices, but buyers still must meet the qualification and eligibility rules laid out in Section **16.10.300**. Qualification and Eligibility.
 - e. Other Programs – For other restricted housing units, the property’s restrictions clarify how the sale and resale prices are configured.
- B. Maximum Sales Price - The Housing Department updates the maximum sales prices for Affordable housing units obligated by the LDRs on April 1st of each year. The maximum sales prices are available on the Housing Department’s website or at the Housing Department. The methodology listed below shall determine the maximum sales prices. The intent of the maximum sales prices is to ensure initial and long-term affordability.
 - a. Median Family Income - Each year, the U.S. Department of Housing and Urban Development (HUD) releases Median Family Income figures for Teton County, Wyoming. The Housing Department uses this data to determine household incomes for the applicable restricted housing units based on number of bedrooms and persons per bedroom.
 - b. Household Size - The Household Size for determining maximum sales price is based on number of persons per bedroom in the applicable restricted housing unit.
 - c. Affordability Range - The household income for the applicable restricted housing unit is set at the middle of the affordability range to ensure affordability. For example: the income range for affordability range 3 is 81% - 120% MFI; therefore, an income of 100% MFI would be used in calculating the maximum sales price.

- d. Percentage of Income - The national standard for household affordability is that a household does not pay more than 30% of its gross income toward housing costs. Therefore, monthly payments (including principle, interest, taxes, insurance and HOA dues) cannot exceed 30% of the Median Family Income for each affordability range.
 - e. Maximum Sales Price Calculation - The maximum sales price for a restricted housing unit is determined by calculating 30% of a qualifying household's income, using the following assumptions:
 - i. Loan Principal and Interest - 22% of household income covers principal and interest.
 - ii. HOA due, taxes, and insurance - 8% of household income covers HOA dues, taxes, and insurance.
 - iii. Mortgage assumptions - Assumptions for the mortgage include: 30-year mortgage, 5% down payment, 20-year rolling average interest rate for a qualifying household earning the median of the applicable income category.
 - f. Potential Variability of Maximum Sales Price.
 - i. Below grade or no garage - The maximum sales prices will be lower if the unit is below grade, or if there is no garage.
 - ii. Housing Department Option to Purchase - If an owner is determined to be in default of their restrictions, the Housing Department will have the option to purchase the property for a purchase price equal to the maximum resale price or the appraised value, whichever is less, subject to the Housing Department's ability to limit appreciation and/or reduce proceeds, and on such other terms as are provided in the restrictions.
 - iii. Stopping appreciation - If an owner is found to be in default of their restrictions, the Housing Department may cease the appreciation of the property when determining the maximum resale value beginning on the known date the owner began being in default.
- C. Maximum Resale Price - The intent of the maximum resale price is to ensure long-term affordability of the restricted housing units at resale. The maximum resale price (MRP) shall be the original purchase price (OPP) with the following adjustments:
- a. Appreciation 3% or Denver-Boulder-Greeley CPI - Appreciation of the value of the restricted housing unit is based on the Denver-Boulder-Greeley CPI each year capped at 3%. The latest published numbers for Quarter 2 and Quarter 4 of each year will be used unless the deed restrictions or ground lease specifically reference an alternative appreciation method or no measured appreciation.
 - i. The following standards apply:
 - 1. Date of purchase is defined as seller's original closing date (date seller purchased the restricted housing unit). If the closing date is on or after the 15th of the month, the month is not counted for prorating the value. If the closing date is before the 15th of the month, the entire month is counted.
 - 2. Three (3) months will be added to the date that the "Letter of Intent to Sell" is received and will be considered the estimated closing date.
 - 3. If the Letter of Intent to Sell is received on or before the 15th of the month, the entire month is counted. If the "Letter of Intent to Sell" is received after the 15th of the month, the month will not be counted. Each eligible whole month will be prorated.
 - ii. Denver-Boulder-Greeley CPI - The CPI used to calculate maximum resale prices in some restrictions is the Denver Boulder Greeley CPI. New figures are published by the Colorado Department of Labor and Statistics twice a year, normally in March and August. In calculating the allowed maximum appreciation of a unit, the latest reported figure will be averaged with the other reported figure for the year and used up to the

date new figures are released. Once a Facilitation Agreement has been signed, new figures will not affect the maximum resale price. If the Denver Boulder Greeley Colorado CPI ceases to exist, a comparable index will be used.

- iii. Northwest Wyoming Cost of Living Index - The NWCLI figure used to calculate maximum resale prices in some ground leases is obtained from the Wyoming State Division of Economic Analysis and is calculated with All Items minus Housing. It is updated quarterly and released generally in June for the First (1) Quarter, October for the Second (2nd) Quarter, December for the Third (3rd) Quarter and March for the Fourth (4th) Quarter. The latest reported figure will be averaged with the other reported Quarters of the year and will be used up to the date the new figures are released. Once a Facilitation Agreement has been signed, new figures will not affect the maximum resale price. If the NWCLI ceases to exist, a comparable index will be used.
- iv. Appreciation Rate of 2.5 Percent - The appreciation rate of 2.5% found in some restrictions is not based on an index. Rather, it is based on an analysis of incomes over 20 years, where it was found that incomes rose on average by 2.5% per year.
- b. Cost of Actual Capital Improvements - Restricted housing units that have deed restrictions or ground leases allowing for improvement credits can add the value of these improvements to the appreciated value to calculate the MRP based on the following.
 - i. Credit for capital improvement expenditures on the restricted housing unit given at resale will be no more than 10% of the OPP of the unit except where the Housing Department has determined otherwise. All capital improvements must be pre-approved by the Housing Department and properly permitted and inspected by the Town of Jackson or Teton County Building Official. Approval/disapproval must be determined prior to actual construction to be considered at time of sale. Improvements done without prior approval will not be considered for capital improvement credit. It is the owner's responsibility to secure any approval necessary from the restricted housing unit's Homeowners Association and obtain any necessary permits prior to undertaking any Capital Improvement.
- c. Depreciated Costs of Capital Improvements - The depreciated costs of Capital Improvements can be added to the appreciated value to calculate the MRP, so long as they do not exceed ten percent (10%) of the OPP or as determined by the Housing Department on a project-specific basis. All capital improvements will be depreciated as applicable according to the National Association of Home Builders/Bank of America Home Equity Study of Life Expectancy of Home Components or a similar resource.
- d. Maintenance Adjustment - Households are required to keep restricted housing units in a properly maintained state. Housing Department staff and/or a third-party inspector hired by the Housing Department will inspect the property after receiving the "Letter of Intent to Sell" from the owner. The inspector will provide an inspection report to the Housing Department. The Housing Department may require the owner to repair or replace items on the inspection report. The buyer also has the opportunity to inspect the property and provide the Housing Department with a list of items. If required repairs, replacement, or cleaning are not made by the owner prior to the Housing Department's final walkthrough two (2) business days before closing, the Housing Department will estimate the costs at its sole discretion, and an adjustment may be made to the seller's proceeds or to the maximum resale price. These funds will either be given to the buyer to make the repairs or held by the Housing Department at the Housing Department's sole discretion. If funds are given to the buyer, the buyer will be expected to make the repairs on their own. If the repairs are not made, the buyer will be charged when they sell the unit. If the Housing Department holds the funds, the buyer will be reimbursed based on receipts received from the buyer. If any funds remain after the repairs are completed, they will be released to the seller.

- e. Other Costs - Any additional costs allowed by the Housing Department pursuant to the policies in effect on the date of the restricted household's "Letter of Intent to Sell."
- D. Selling Procedures - All restricted housing units shall be sold in accordance with applicable restrictions and/or these Housing Department Rules and Regulations as determined by the Housing Department, Town and/or County, which may vary depending on the specific housing program under which the restricted housing units were created.
 - a. Letter of Intent to Sell - The seller shall submit a completed Letter of Intent to sell form to the Housing Department to begin the selling process. The form can be found on the Housing Department's website or can be obtained from the Housing Department. The Housing Department staff will set up a meeting with the seller to review the selling process and the seller documents. The Letter of Intent must be submitted and the meeting with the seller must occur the week prior to the beginning of the weighted drawing entry period. See section 4. The seller shall be given the option to choose the Title Company. If the seller has no preference, the Housing Department will choose the Title Company. If the seller decides not to sell the unit after submitting the Letter of Intent to sell, the seller must reimburse the Housing Department for any costs the Housing Department has incurred. Once the contract has been signed by buyer and seller, both parties are legally bound by the contract.
 - b. Facilitation of Sale - The Housing Department facilitates the sales of restricted housing units to accomplish the sale according to the instructions in the Ground Lease/Deed Restriction and to provide a transfer to a Qualified Household. Specifically, the Housing Department facilitates sales of Affordable housing units, Employment-Based units, Workforce housing units, and Accessory Residential Units. Sellers will be required to enter into a Facilitation Agreement with the Housing Department to sell their unit. The Facilitation Agreement must be executed prior to advertising the unit for sale through a weighted drawing process.
 - c. Maximum Resale Letter - The resale price of the restricted housing unit shall be calculated according to its restriction and stated in the "Maximum Resale Letter." Maximum resale prices will be rounded to the nearest dollar. An official copy will be mailed, or hand delivered. A copy can be requested from the Housing Department by email or fax. The Maximum Resale Price shall be the only exchange of value between parties to any sale of the restricted housing unit. Any exchange of value outside the allowed sale price shall invalidate the sale.
 - d. Facilitation Fee (2%) - At the closing of the sale, the seller will pay to the Housing Department a fee equal to two percent (2%) of the sales price, unless otherwise instructed in the deed restriction, for facilitation services. The Housing Department may instruct the Title Company to pay such fees out of the funds held for the seller at closing. The Housing Department may also waive the fee, or a portion thereof, in its sole discretion.
 - e. Cost of Declining Initiated Sale - If the seller decides not to sell the restricted housing unit at any point before closing, the seller will be responsible for all advertising and/or other costs associated with listing the unit for sale.
 - f. Viewing of Unit - Once the weighted drawing is completed, the first household drawn will be contacted by the Housing Department and a time set up to view the unit. This viewing shall occur within five (5) business days of the household being notified that they were selected first in the drawing. The household will have two (2) business days to respond to the Housing Department's efforts to contact them to notify them that they were selected. A phone call and an email will be sent to the household. If there is no response, the Housing Department will move on to the next household drawn. The seller is required to make the restricted housing unit available with reasonable notice on a minimum of two (2) occasions to show the property to the selected household prior to going under contract.
 - g. Inspection - The Housing Department will order a third-party inspection to be done on the unit by a qualified home inspector. The inspection information/report is for the use of the Housing Department and will not be released to any buyer. Buyers shall have the option to order their

own inspection to be done on the unit. It is the Housing Manager's sole discretion as to whether items found by an inspector will be required to be repaired. A list of items required to be repaired will be given to the seller by the Housing Department. The seller is expected to have the items completed no later than three (3) business days prior to the closing date.

- h. Complete Application - The household shall have five (5) business days from the day they are notified that they were selected first in the drawing to submit a complete application to the Housing Department. The Checklist for Complete Application and Application form can be obtained from the Housing Department's website or from the Housing Department. The Housing Department reserves the right to request additional documentation when verifying a Household's eligibility and qualification. If for any reason the buyer cannot close within three (3) weeks of the seller's timeline, the seller may choose to move on to the next household drawn.
- i. Qualification - The Housing Department shall review the application and supporting documents and calculate income, assets, and hours worked to verify eligibility and qualification. This process normally is complete within five (5) business days of receiving the application. However, it may take longer in unique circumstances. Once the Housing Department completes the review and verification of eligibility and qualification, the applicant is notified of approval or denial. If the applicant does not qualify, the next household drawn in the weighted drawing will be notified and the process will start over.
- j. Qualified Household Meeting - When the Housing Department has identified a qualified household who wishes to move forward with the purchase of the unit, the qualified household will have five (5) business days to attend a meeting to review the purchase process and purchase documents, which include the Contract for Purchase and Sale of Residential Real Estate or Residential Improvements in the case of a Ground Lease and the buyer's Facilitation Agreement. The applicant has five (5) business days from the meeting day to review and execute the purchase documents and return them to the Housing Department with earnest money as called for in the Contract. If the contract is not signed and returned within five (5) business days, the next household selected in the drawing will be notified and given the option to purchase the unit if qualified. The seller shall be notified immediately upon receipt of the signed contract and earnest money to execute the contract. The seller shall have two (2) business days to return the signed contract or the closing may be delayed. A copy of the contract and the earnest money are then delivered by the Housing Department to the Title Company.
- k. Final Walk Through - The seller shall be notified immediately upon receipt of the signed contract and earnest money to execute the contract. The seller shall have two (2) business days to return the signed contract, or the closing may be delayed. A copy of the contract and the earnest money are then delivered by the Housing Department to the Title Company. A final walk through will occur generally two (2) business days prior to the closing date. If the Housing Department finds maintenance or repair items that have not been completed, the Housing Department will estimate the costs of the maintenance/repair items and funds will be withheld from the seller's proceeds to cover the costs.

E. Capital Improvement Standards.

- a. Approval Required - Owners must receive written approval from the Housing Department prior to beginning the work in order to receive credit for the capital improvement. To obtain approval, the "Request for Capital Improvement" form must be submitted along with estimated costs and drawings and/or plans and a narrative of the work to be done. Once the improvement is complete, copies of all receipts for materials and labor must be given to the Housing Department. No credit will be given for sweat equity.
 - i. Capital Improvement Request Fee - Applicants for Capital Improvement requests will be charged a fee by the Housing Department in accordance with the Housing Department Fee Schedule.

- b. Workmanlike Manner - All improvements whether approved Capital Improvements or other must be built in a workmanlike manner, and according to Town of Jackson or Teton County building codes. All required permits and completion releases must be obtained from the Town or County. Any owner that does capital improvements without obtaining the proper permits or if it is determined at the Housing Department's sole discretion that the improvements have not been done in a workmanlike manner may be required to make repairs or remove the improvements and return the unit to its original condition.
- c. Approved Capital Improvements - A Capital Improvement is an improvement done to the unit for which the owner can receive credit. The capital improvement requires an expenditure that either increases the value of the property or extends its life expectancy but is not a luxury item. The term "approved capital improvement" shall only include the following:
 - i. Fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
 - ii. For the benefit of seniors and/or handicapped persons;
 - iii. Health and safety protection devices (including radon);
 - iv. Adding and/or finishing of permanent/fixed storage space;
 - v. Finishing of unfinished space;
 - vi. Landscaping; Adding trees, shrubs, lawn, patio, walkways, or sprinkler systems;
 - vii. Decks and balconies, and any extension thereto;
 - viii. Partial credit may be given for upgrade improvements that will increase the life of the component as compared to the original product or increase the long-term affordability of the unit.
- d. Improvements Not Approved for Credit - Approved capital improvements shall not include the following:
 - i. Jacuzzis, saunas, steam showers and other similar items;
 - ii. Upgrades or addition of decorative items, including lights, window treatments and other similar items;
 - iii. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit, unless replacement is shown to improve the lifespan of the component or the long-term affordability of the restricted housing unit;
 - iv. Repair and Maintenance Items – a repair or maintenance item is an expenditure that restores a property to a sound state.

F. Resale and Transfer Limitations.

- a. Transfer of Title - Transfer of title is not allowed unless approved by the Housing Department. To apply for approval, owners need to complete the Housing Department's "Request for Transfer of Ownership (Title)" form and submit it to the Housing Department along with a fee in accordance with the Housing Department Fee Schedule published annually, which covers legal and recording fees. In some cases, a complete application will be required to be submitted for qualifying purposes.
 - i. Divorce - In the event of the divorce of an owner, the Housing Department may consent to the transfer of the residential unit to a spouse of an owner, which spouse may not otherwise qualify as a qualified household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
 - ii. Death.
 - 1. Nonqualified Transfer on Death - In the event of the death of an owner, the Housing Department may consent to the transfer of the residential unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise

qualify as a qualified household only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

2. Qualified Transfer on Death - In the event of the death of an owner, a qualified transferee must meet Occupancy, Use, Qualification and Eligibility criteria in accordance with these "Housing Rules and Regulations" within 90 days of the transfer of title.
- iii. Nonqualified Transferee - If title to the restricted housing unit vests in a nonqualified transferee, as defined in these Housing Department Rules and Regulations Section **16.10.500.B**. Qualification, the restricted housing unit shall immediately be listed for sale in accordance with the restrictions and the Housing Department Rules and Regulations. The following shall apply when the Housing Department determines there is a nonqualified transferee:
 1. Cooperation with the Housing Department - A nonqualified transferee shall cooperate with the Housing Department to affect the sale, conveyance or transfer of the restricted housing unit to a qualified household (or the Housing Authority in the event of its exercise of its option to purchase) and shall execute any and all documents necessary to such sale conveyance or transfer.
 2. Compliance with Restriction - A nonqualified transferee shall comply with the restrictions, the Housing Department Rules and Regulations, and all other covenants regulations, ordinances, statutes, laws, or rules governing the ownership, occupancy, use, development or transfer of the restricted housing unit, and further may only occupy the restricted housing unit with the prior written consent of the Housing Department.
- b. Trusts - Restricted housing units may not be put into any type of a trust. This is the equivalent of transferring ownership, and trusts are not qualified to be the owner of a restricted housing unit. If a restricted housing unit is placed in a trust illegally, the trust is a Non-qualified Transferee and will be handled as such.
- c. Nontestamentary Transfer on Death - A "Nontestamentary Transfer on Death" deed is allowed to be recorded on restricted housing units. Applicant for a Nontestamentary Transfer on Death will use the Housing Department's Form and pay a fee to the Housing Department in accordance with the "Housing Department Annual Fees" schedule. The Form will include the following:
 - i. Beneficiary - It conveys an interest in real property to a beneficiary designated by the owner and states the deed is effective upon the death of the owner.
 - ii. Subject to Encumbrances - It must be subject to all other encumbrances on the property to which the owner was subject to during their lifetime, including the Restrictions on the property.
 - iii. Approval by Housing Department - The Housing Department must approve the document before recordation.
- d. Title - Applicants and Co-applicants are required to be on title to the unit or sign an Occupancy Agreement. Additions and removal of names on the title constitute a transfer of title. The Housing Department must approve all transfers of title. Transfers of title without the consent of the Housing Department constitute Default.
- e. Occupancy Agreement - All adults who are not on title and occupy any restricted housing unit for more than 30 cumulative days in a calendar year, except for children under the age of twenty-five (25) Attending College, must sign an Occupancy Agreement along with the Owner. Situations that require an Occupancy Agreement include but are not limited to marriage, a significant other moving in, a friend moving in, renter etc. Individuals who sign an Occupancy Agreement will be considered a member of the Household and will be included in annual re-qualifications and check-ins.

- f. Occupancy Affidavit - Owners of Affordable units may allow other adults to occupy their unit after one year of ownership with approval from the Housing Department. Owners of Workforce units may allow other adults to occupy their unit anytime after closing on the purchase with approval from the Housing Department. One person households purchasing Affordable Units will be required to sign an Occupancy Affidavit at closing affirming that no other adults will occupy the unit for a minimum of one year. All adults not on title who occupy a restricted housing unit will need to sign an Occupancy Agreement.

G. Other Sale and Resale Standards.

- a. Privy to Purchase and Sales Agreement - Sellers and buyers shall provide a copy of the "Purchase and Sale Agreement" to the Housing Department. All financial information shall remain confidential, except as follows:
 - i. Public Records - Any document that would customarily be a matter of public record in the public records of Teton County, Wyoming, and is subject to the Wyoming Public Records Act.
 - ii. Weighted Drawing Positions - The names and positions of all persons who have participated in any Rental Weighted drawing held under these Housing Department Rules and Regulations.
 - iii. Freedom of Information Act or Wyoming Public Records Act - Any other information, which a court of competent jurisdiction rules must be released under the Freedom of Information Act or the Wyoming Public Records Act.
 - iv. Audits - In addition, the Housing Department may allow access to personal and private information to any person or entity undertaking an independent audit of the records kept under these Housing Department Rules and Regulations, provided that such person or entity agrees to be subject to this confidentiality provision.
- b. Independent Legal Counsel - All sellers and buyers of restricted housing units are advised to consult independent legal counsel to examine all contracts, CC&Rs, deed restrictions, agreements, affidavits, closing statement, title documents, etc. The retention of such counsel, or related services, shall be at the seller's and buyer's own expense. The sellers and buyers and/or their attorneys will not be allowed to make changes to Housing Department documents. A "Buyer's Acknowledgement" form will be required to be signed prior to closing acknowledging recommendation to obtain legal counsel. The "Buyer's Acknowledgement" form will be provided to the buyer for review prior to closing.
- c. Title Company - The Housing Department advises sellers to use a title company and escrow agent located in Jackson, Wyoming to close the transaction because of their expertise with the Housing Department's restricted housing programs and their unique and technical closing documents. The seller and buyer shall authorize the Housing Department to review the "Settlement Statement" prior to closing. Sellers can select a title company and escrow agent of their choice. If no title company is indicated, the Housing Department will select one.
- d. Lenders.
 - i. Approved Lending Institutions - Borrowers are restricted to the following lending institutions licensed to engage in mortgage lending practices in the State of Wyoming:
 - 1. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which Institutional Lender are subject to direct governmental supervision; or
 - 2. A "community loan fund," or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or

3. A non-affiliated, legitimate, “finance company.” In no event shall such finance company be an individual or any company that is affiliated with or has any affiliation with the owner or any family member of the owner.
- ii. Required Down Payment and Loan to Value Ratio - The Housing Department requires that all buyers have at least 3.5% down payment on a purchase, and no refinance or second mortgage obtained after the original purchase is allowed to be higher than 95% loan to value.
- iii. Debt to Income Ratio - The total debt to income ratio for a household may not exceed 45%.
- iv. Qualified Mortgage - Lenders may submit a “Qualifying Mortgage” form to the Housing Department to have the mortgage deemed a “qualifying mortgage.” When submitting a qualified mortgage request, a copy of the title commitment and the Transmittal Summary (HUD Form 1008), or other documentation containing the same information, is required to be attached. The “Qualifying Mortgage” form can be obtained from the Housing Department or from the Housing Department’s website. For restricted housing units that do not have a measured appreciation, such as Attainable restricted housing units, an appraisal recognizing the restriction on the property is required. The Housing Department reserves the right to require additional information before approving a mortgage as a “qualifying mortgage.”
- e. Total Debt - Owners shall not incur debt, liens or other obligations secured by the restricted housing unit that exceed 95% of the Original Purchase Price of the unit and shall notify the Housing Department immediately when a change in the total of these secured obligations is anticipated. No second mortgages, including but not limited to unit equity lines of credit, shall encumber the restricted housing unit without advance approval by the Housing Department.
- f. Co-Ownership - Any co-ownership arrangement other than Joint Tenancy or Tenancy-In-Common must be approved by the Housing Department. All adults occupying the unit, with the exception of children under the age of twenty-five (25) attending college, must be on the title of the restricted housing unit or sign an Occupancy Agreement.
- g. Co-Signors - Co-signors are guarantors for payment of mortgage. If an exception to the “no co-signors” rule is granted, co-signors shall not occupy the unit. Co-signors are not co-owners, so they are not allowed on the title. No lien or security can be placed on the property besides the mortgage itself.
- h. Homeowners Associations - The restricted housing unit may be subject to a Homeowners Association (HOA). All owners of restricted housing units are required to pay HOA dues, and potential special assessments and fees if applicable, unless otherwise exempted. HOA dues may be substantial and are factored into the maximum sales price. Homeowners Associations frequently have interests and regulations, other than the Restriction, that affects the restricted housing unit. It is the owner’s responsibility to be aware of these interests and regulations. Failure of an owner to comply with the HOA Rules and Regulations or CC&Rs constitutes default of the Housing Department Rules and Regulations.
- i. Homeowners’ Hazard Insurance - Owners are required to keep hazard insurance on their units for 100% replacement cost. Since the units are subsidized, this amount could be more than the price of the unit. Often times Homeowners Associations provide insurance. Depending on how much coverage the HOA provides, the owner may be required to provide additional insurance to guarantee complete replacement of the unit. Ground lease properties are required to name the Jackson/Teton County Housing Authority as additionally insured.

H. Tenancy and Rental Standards and Procedures.

(Repealed Ord. 1262 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

16.10.550 Purchase Procedures.

- A. Selection of Qualified Household - A unique process applies for selecting each qualified household within each housing program. The following sections provide specific details regarding each housing program. The restrictive covenant should be consulted for exact details.
1. Weighted Drawing - In the event that the Housing Department receives one or more weighted drawing entry sheets at the maximum resale price from qualified households during the weighted drawing entry period, the buyer will be selected according to preferences set for that particular Housing Program. In the event no weighted drawing entry sheets are received during the weighted drawing entry period, the selection process would be determined either by a bid process or a "first come first served" process. The restrictions on the property clarify which selection procedure to use.
 - a. Errors - Every effort is made by the Housing Department to ensure fair and equitable lotteries. Lotteries are not drawn by the Housing Department. Housing Department staff compiles weighted drawing entry sheets with all eligible households included. The weighted drawing is drawn by outside counsel. On the rare occasion that an error is made in compiling or drawing of a weighted drawing, the error will be corrected and the weighted drawing will be re-drawn.
 2. Bid Process - If the restrictions require it, the qualified household submitting the highest bid price (not to exceed the maximum resale price) during the Bid Period shall have the first right to purchase the unit. The owner of the unit shall have the right to accept or reject the bid.
 3. Owner Selection - If the restriction permits, the owner of the restricted housing unit may be allowed to select the qualified household. Other than verifying that the qualified household meets the qualification and eligibility requirements for the restricted housing unit, the Housing Department shall not have any authority to choose the buyer of the restricted housing unit unless authorized by the owner.
 4. Attainable Housing Program Sale Procedures.
 - a. Listing of unit - When an owner wishes to sell an Attainable housing unit, they can either list the unit with a realtor or for sale by owner.
 - b. Letter of intent to sell - The owner of the Attainable housing unit is required to submit a "Letter of Intent to Sell" to the Housing Department before listing or advertising the unit for sale.
 - c. Advertising - The owners will be responsible for advertising their Attainable housing unit for sale with the exception that the Housing Department will advertise the unit on their website at no cost to the owner.
 - d. Sale price - There is not a maximum resale price for Attainable housing units. The owner will set the price with the understanding that the household who buys the unit will need to qualify under income, asset, and employment criteria. The price may be negotiated before entering into an agreement to purchase.
 - e. Purchase and Sale Agreement (Contract) - The buyer will be responsible for providing the "Purchase and Sale Agreement" at the time of making an offer to purchase an Attainable housing unit. The seller may make a counteroffer that includes changes to the "Purchase and Sale Agreement." The Attainable housing unit is under contract when an offer and/or a counteroffer is accepted and both the buyer and seller have signed it. The "Purchase and Sale Agreement" must contain a contingency that the Housing Department must verify that the buyer is "qualified" to purchase the Attainable housing unit. The Housing Department will not deem a buyer "qualified" until a contract has been executed by the seller and the potential buyer.
 - f. Housing Department Privy to Purchase and Sale Agreement - A full copy of the fully executed Purchase and Sale Agreement shall be provided to the Housing Department. All financial information shall remain confidential except as noted in Section 16.10.500.D.7.a. Privy to Purchase and Sales Agreement.

- g. Application for qualification.
 - i. Time of Submittal: The Attainable housing unit must be under contract before the buyer provides an application to the Housing Department.
 - ii. Time to Process: If the application is complete and thorough, the Housing Department will have a determination of qualification within five (5) business days of receiving the application. It may take longer if the Housing Department has to request further information from the applicant.
 - iii. Qualified Buyer Letter: Once the household is deemed to be "Qualified" to purchase the Attainable housing unit, the Housing Department will provide a "Qualified Buyer Letter" to the applicant. This letter will be used to verify to the seller and the title company that the household is qualified to purchase the unit.
 - iv. Closing: The closing date and time is set between the sellers, buyers, financial institution, the title company, and the Housing Department. The buyers will be required to sign a "Buyer's Acknowledgement" at the time of closing. This document will certify that the buyers acknowledge receiving a copy of the restrictions as well as agreeing to allow the Housing Department to release the sales price of the unit, and also agreeing to the Housing Department's right of first option to purchase the unit in case of default by signing a Power of Attorney in Case of Default.
- B. Viewing of Restricted Housing Unit - The seller of the restricted housing unit will allow the potential buyer to view the unit to see that it meets their household's needs. If the household decides to purchase the restricted housing unit, they will have the opportunity to inspect the unit further once it is under contract.
- C. Submit Application - The potential buyer will have five (5) business days to submit a complete application. The required Housing Department documents are available from the Housing Department or from the Housing Department website.
 - 1. Materials Included with Application.
 - a. Application - Housing Department Application for Restricted Ownership or Rental Housing. The Housing Department Application for Homeownership is a three (3) page form with an additional two (2) pages made up of a Certification and Oath section that will need to be signed by all applicants and notarized, as well as an Authorization to Release Information. A sworn statement of the facts contained in the application will be required including at least the following certifications:
 - i. That the facts contained in the application are true and correct to the best of the applicant's knowledge.
 - ii. That the applicant has been given the standard application information packet by Housing Department Staff; and
 - iii. That the applicant, on the basis of the application presented, believes the Household qualifies to occupy the restricted housing unit in question according to the Special Restriction, these Housing Department Rules and Regulations, and all other applicable procedures.
 - iv. This Certification and Oath is required to be signed by all applicants and notarized. There are public notaries available at the Housing Department.
 - b. Lender qualification worksheet - A current Lender's Qualification Worksheet (within one year of the date the Weighted Drawing begins) is required to be completed by a lending institution. The Lender's Qualification Worksheet must be submitted to enter a Weighted Drawing. Lender's Qualification Worksheets may not be faxed; they can either be emailed or submitted in person or mailed by USPS. The worksheet must reflect a loan amount and down payment amount that is equal to or greater than the sale price of the restricted housing unit.

- c. Credit report - A complete credit report (not more than one year old) is required to help Housing Department Staff determine if the Household is financially healthy and able to make payments on a mortgage. The credit report also helps determine debt to income ratios.
- d. Verification of Down Payment - An account statement or signed and notarized letter from someone supplying a gift, or other verification of funds for a down payment is required.
- e. Verification of Hours and Years Worked - "Affidavits of Employment," detailed check stubs, or other adequate proof of hours and years worked is required at weighted drawing entry to receive points in the weighted drawing. Affidavits are required to be completed, signed, and notarized by the employer. They may not be completed by the applicant. If hours or years worked cannot be verified, they will not be counted. Historical information for hours and years worked will be kept on file with the Housing Department. Information is required to be updated annually or if any changes occur.
- f. Power of Attorney in Case of Default - Buyers may be required to sign a "Power of Attorney in Case of Default" form appointing the Housing Manager of the Housing Department Attorney in Fact in the case of default and forced sale. The Housing Department may use other methods for remedying a default such as a mortgage against the property or a Quit Claim Deed held in Escrow, which would be agreed to at time of purchase.
- g. Federal Tax Returns - Signed federal income tax returns and all attachments (including W-2s and 1099s) and schedules for the last two (2) years for all adult household members are required. If there is self-employment, three (3) years of business and personal tax returns, along with a current "Profit and Loss Statement" and balance sheet, are required. The Housing Department uses tax returns to verify several different aspects of qualification such as but not limited to income, assets, residential homeownership, and sources of income.
- h. Additional Information - Additional information may be requested to determine eligibility or qualification status. This may include:
 - i. Verification of Household Net Assets - Household net assets are verified through tax returns, account statements, verification of deposits from financial institutions, and the NADA or Kelly Blue Book.
 - ii. Verification of Current Employment in Teton County - One or more of the following are needed to verify employment in Teton County:
 - I. Wage stubs;
 - II. Employer name, address, and phone number;
 - III. Contract for employment;
 - IV. "Affidavit of Employment" (Housing Department).
 - iii. Authorization to Release Information form signed by all adults in the household to obtain third party employment verifications.
 - iv. Verification of Completion of Homebuyer Education Course - At least one adult per household must complete the "Homebuyer Education Course." The required course is offered by the Wyoming Housing Network or if not available, another course approved by the Housing Department. This applies to all households regardless of whether they have owned a unit or not. This certification only needs to be completed once; however, if a household changes size and the adult who completed the certification is no longer a part of the household, it will need to be taken by an adult who is a part of the household. The Housing Department will keep a record of the certificate. It is encouraged that households keep a copy as well. The applicant must provide evidence of attendance of an approved

- “Homebuyer Education Course” prior to purchase. This is required to be submitted at time of weighted drawing.
- v. Uniform Residential Loan Application - Applicants must provide a copy of the final “Uniform Residential Loan Application” at closing.
 - vi. Occupancy Affidavit - No persons outside of the persons included in the household on the “Weighted Drawing Entry Form” and “Intake Form” at time of weighted drawing entry may be moved into the unit without express written approval of the Housing Department. Approval will not be given within twelve (12) months from closing on a unit for adults being added to the household. An Occupancy Affidavit will be required to be signed by buyers at or before closing. Any adult that is added to a household will be required to sign an Occupancy Agreement.
 - vii. Accessible Unit Preference - Applicants that wish to be considered for accessible units must submit a Verification Form for Accessible Unit Preference.
 - viii. Critical Services Provider - Organizations applying for critical services provider approval and their corresponding approved positions must gain approval before a critical service worker can gain points in a weighted drawing. The organization must complete a Critical Services Organization Application and submit it to the Housing Department. If the organization and positions are approved, a Supervisor Questionnaire must be completed by the applicant’s supervisor and submitted with the other required documents when entering the weighted drawing. All certifications must be completed for the position and a recommendation from the supervisor is required. The “Supervisor Questionnaire” will need to be updated every six months.
 - ix. Birth Certificate for Children Under One (1) Year of Age - Applicants must provide the birth certificate for children less than one (1) year of age.
 - x. Weighted drawing entry form - A Weighted Drawing entry form must be completed and signed and submitted when entering a Weighted Drawing according to Housing Department processes. Weighted Drawing entry forms may be submitted online, in person, or by USPS.

No incomplete Weighted Drawing entry forms will be accepted. This means that every blank must contain information, “N/A,” or a strikethrough so that the Housing Department knows that it was not overlooked.

The Housing Department is not responsible for receiving Weighted Drawing entry forms. It is the responsibility of the Household to confirm that the Weighted Drawing entry form was received, and the Household is entered in the Weighted Drawing

- xi. Intake form - All Households are required to complete the Online Intake Form. This form must be completed in its entirety before entering a Weighted Drawing. Any changes made to the form must be made prior to the opening of an Affordable Weighted Drawing the Household wishes to enter or the Household will be ineligible to enter the Weighted Drawing. Households may make changes to their Intake Form if applying for Workforce Housing. The Intake form must be updated annually to be eligible to continue to enter drawings.
- D. Verification of Application - To protect the interests of the community that has invested in the creation of Restricted Housing Units, the Housing Department verifies that information submitted on the Application is true and correct and may request additional documents to assist in this process. The Housing Department strives to complete verification within two (2) weeks of application submittal. Any

material misstatement of fact or deliberate fraud by the Household in connection with any information supplied to the Housing Department shall be cause for immediate expulsion from the application process and/or forced sale of the restricted housing unit.

- E. Verification of Qualified Household - The Housing Department verifies that each Household selected to purchase a restricted housing unit meets the qualification and eligibility requirements specific to the restricted housing unit.
- F. Qualification Letter - Once the Housing Department verifies that the Household meets the Qualification and Eligibility criteria for the particular restricted housing unit, it will issue a Qualification Letter to the buyer, a copy of which will be provided to the title company upon request.
- G. Purchase and Sale Agreement - Buyers must sign a "Purchase and Sale Agreement" within five (5) business days of the date of the Buyer Meeting with the Housing Department. Buyers will be given the five (5) business days to review the "Purchase and Sale Agreement" and are encouraged to get legal advice. Sellers and buyers shall make the Housing Department privy to the "Purchase and Sale Agreement." All financial information shall remain confidential as noted in the Purchase and Sales Agreement.
 - 1. Earnest Money - At time of signing the "Purchase and Sale Agreement," one thousand dollars (\$1,000.00) in earnest money will be required. The check is made out to the title company referenced in the Purchase and Sale Agreement.
 - 2. Closing Date - In most cases, the buyer has fifty (50) days to close on the property. The Closing Date will be agreed upon between the buyer and the seller and will be included in the "Purchase and Sale Agreement." The closing date will be the date the buyer takes possession of the restricted housing unit.
 - 3. Inspections - The buyer may perform inspections on the restricted housing unit commencing on the effective date of the contract until closing. However, the buyer will have 30 days from the effective date of the contract to notify the Housing Department of any objections to items found during inspections. Sellers shall make the restricted housing unit available for inspections. If the seller refuses to remedy the objection, the Housing Department will notify the buyer, and the buyer will have three (3) business days to give notice to the Housing Department of their intention, either:
 - a. Waiving the objection and proceeding to closing, or
 - b. Terminating the "Purchase and Sale Agreement."
 - c. Facilitation - Pursuant to Wyoming Statute §§33-28-101–124, the Real Estate License Act of 1971, the Housing Department is participating in the transaction as a facilitator without a Wyoming real estate license and in the performance of official duties.
 - d. Buyer's Acknowledgement - The buyers will be required to sign a "Buyer's Acknowledgement" at closing. This document will certify that the buyers acknowledge receiving a copy of the restrictions as well as agreeing to allow the Housing Department to release the sales price of the unit. In addition, by signing this form, the buyer agrees to the JTCHA's right of first option to purchase the unit in case of default.
- H. Purchase by Housing Authority - The Housing Authority through the Housing Department shall have the option (Option) to purchase any restricted residential unit for which an owner desires to sell, an owner is forced to sell, or the residential unit is in default of their mortgage or in foreclosure.
 - 1. Owner desire to sell - In cases where the Housing Department desires to exercise their Option when the owner desires to sell their restricted residential unit, the Housing Department shall provide written notice to the owner of its election within thirty (30) days of receipt of Letter of Intent to Sell. Such notice shall include the purchase price and the timing for the closing of the purchase. The purchase price shall be the Maximum Resale Price as calculated by the Housing Department in accordance with the Special Restriction and the Housing Rules and Regulations or the appraised value, whichever is less. The seller shall not be required to pay a facilitation fee to the Housing Department. The Housing Department shall provide the contract and shall not be required to pay earnest money.

2. Owner is forced to sell - In cases where the Housing Department desires to exercise their Option when an owner of a restricted residential unit is found by the Housing Department to be in Default and is therefore forced to sell their restricted housing unit, the Housing Department shall provide written notice to the owner of its election within ninety (90) days of determination of Default. The notice shall include the purchase price and the timing of the closing of the purchase. The purchase price shall be the Maximum Sales Price as calculated by the Housing Department in accordance with the Special Restriction and the Housing Rules and Regulations. Notwithstanding the foregoing, the Maximum Sales Price will not include appreciation after the known date the owner went into default. This known date may be prior to the Housing Department's Notice of Default to the owner.
3. Foreclosure - In cases where the Housing Department desires to exercise their Option when the restricted residential unit is in foreclosure, the Housing Department must exercise the Option within ninety (90) days from the receipt of notification of a borrower Default of Mortgage or the property foreclosure.
4. Application of proceeds - Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:
 - a. FIRST, to the payment of any unpaid taxes.
 - b. SECOND, to the payment of any Qualified Mortgage.
 - c. THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting a Residential Unit which is not a Qualified Mortgage
 - d. FOURTH, to the payment of the closing costs and fees.
 - e. FIFTH, to the two percent (2%) facilitation fee to the Housing Department.
 - f. SIXTH, to the payment of any penalties assessed against owner by the Housing Department.
 - g. SEVENTH, to the repayment to the Housing department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made in owner's behalf.
 - h. EIGHTH, to any repairs needed for the Residential Unit; and
 - i. NINTH, any remaining proceeds shall be paid to owner.
 - j. If there are insufficient proceeds to satisfy the foregoing, owner shall remain personally liable for such deficiency.
5. Appointment of Housing Department as Owner's Attorney-in-fact. - In the event the Housing Department exercises its Option or requires a forced sale, owner shall cooperate or irrevocably appoint the Housing Manager as such owner's Attorney-in-Fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance. Buyers of restricted units under these Rules and Regulations agree to this at time of purchase by signing the Buyer's Acknowledgment which is recorded in the office of the Teton County Clerk.

C. Business Option.

(Repealed by Ord. 1295 § 1, 2021)

(Ord. _____ §1, 2022; Ord. 1293 § 1, 2021; Ord. 1262 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

16.10.600 Rental Standards and Procedures.

- A. **Applicability** - All rental housing units administered by the Housing Department, including the Affordable Rental program (which includes legacy Employee housing units), the Workforce Rental program (which includes the legacy ARU program), and restricted ownership units who apply to rent a room in their unit are subject to these Housing Department Rules and Regulations, with the exception of units that are owned by Teton County or the Town of Jackson and used for housing their employees.
- B. **Housing Department Program Rental Standards and Procedures.**
1. **Affordability** - To ensure that the rents are affordable to households earning less than one hundred and twenty percent (120%) AMI for Affordable units, rents will be calculated using the following method (rents for workforce units are set by owner and have no cap):
 - a. **Standard of Affordability** - The standard for affordability provided by HUD is that no more than thirty percent (30%) of a household's income should be spent on housing costs. Included in this 30% are rent, property tax, water, sewer, gas and/or electric, and trash removal. One parking space is required at no charge to the tenant unless otherwise approved by the Town Council or Board of County Commissioners.
 - b. **Household Size for Rent Calculation** - For purposes of calculating rental rate only:

Studio:	1 person
One-bedroom:	1 person
Two-bedroom:	2 persons
Three-bedroom:	3 persons
Four-bedroom:	4 persons
 - c. **Calculation of Rent** - Monthly rent will be the lower income limit for each respective affordability range (specific to the number of bedrooms to determine household size), divided by 12, and multiplied by thirty percent (30%). Studio units may charge 80% of a one-bedroom unit. Dorm units may charge 75% of a studio.
 - i. **"Plus" Units** - \$50 will be added for "Plus" units. "Plus" units have extra floor area for offices, play areas, etc.
 - ii. **Lease Renewals** - The rent will be calculated each year and applied to a lease renewal. Tenants will be notified 3 months in advance of the new lease amount. The new calculation will also be applied for new households signing a lease.
 - d. **Qualified household** - Tenant Households must qualify under the housing program designated to each unit. Tenant Households will be required to re-qualify annually. Household income will qualify as long as it is below the income limit for the income range.
 - e. **Leases** - All leases are required to be approved by the Housing Department.
 2. **Primary Residence.**
 - a. **Occupancy Requirement** - Households shall physically occupy their unit full-time at least 80% of the term of their lease.
 - b. **Business Activity Restricted** - Households who rent a restricted housing unit shall not engage in any business activity in such dwelling, other than any unit occupation use permitted in that zoning district and as permitted in the Lease Agreement.
 - c. **No Guests for an Extended Period** - Households who rent restricted housing units shall not permit any adult guests over the age of 18 for periods in excess of 30 cumulative days per calendar year.
 3. **Eviction** - If a tenant Household is in default of their lease agreement, they may be evicted from the rental unit. The eviction process will be in accordance with Wyoming law and all applicable Wyoming Statutes.

4. Selection process - A unique process applies for selecting each qualified household within each housing program. The following sections provide specific details regarding the Housing Department-administered rental housing programs.
 - a. Weighted drawing - When an Affordable rental owned by the Housing Authority is available, tenants will be identified through the Weighted Drawing process. Applicants will submit a complete application, which will be kept on file for one-year (Affidavits of Current Employment will need updating after six (6) months). Weighted Drawing entries for drawings entered within the one year will only need to submit a Weighted Drawing Entry Form assuming a complete up to date application is on file with the Housing Department. A qualified Household shall be selected to rent according to the rules set forth in these Housing Department Rules and Regulations.
 - b. First come, first served - In the event no Weighted Drawing entries are received during the Weighted Drawing entry period, the selection process will be determined by a first come first served basis. The first qualified Household submitting a complete application will be allowed an opportunity to rent if eligible.
5. Complete Application - Each Household entering a Weighted Drawing to rent a restricted housing unit owned by the Housing Authority is required to submit a completed "Application for Restricted Rental Housing" or a "Weighted Drawing Entry Form. Weighted Drawing Entry Forms will only be accepted if a complete and up to date application is on file with the Housing Department. A certification page will also be signed by the applicant and notarized. In addition, an Authorization to Release Information is signed by the applicant, which allows the Housing Department to obtain banking information and any other relevant information. Application forms can be obtained from the Housing Department or from the Housing Department's website.
6. Verification of Selected Household - The Housing Department verifies that each Household selected to rent a restricted housing unit meets the qualification and eligibility requirements specific to the restricted housing unit.
7. Materials required - To determine that a Household desiring to rent a restricted housing unit meets all of the required criteria, the Housing Department will request all of the following for a complete application, which will be submitted at Weighted Drawing entry:
 - a. Housing Department Application for Restricted Ownership or Rental Housing - Completed and signed Housing Department Application for Housing.
 - b. Weighted drawing entry form - Completed and signed Weighted Drawing Entry Form.
 - c. Credit report - Full three-bureau credit report that reflects credit scores for all adult Household members dated no more than 30 days from submittal of application.
 - d. Federal income tax returns - Federal income tax returns and all attachments (including W-2s, 1099s) and schedules for the last two (2) years for all adult Household members.
 - e. Verification of Current Employment in Teton County- One or more of the following will be required for verification of Current Employment in Teton County includes:
 - i. Wage stubs.
 - ii. Employer name, address, and phone number.
 - iii. Contract for employment.
 - iv. Authorization to Release Information form signed by all adults in the Household to obtain third party employment verifications; and
 - v. If deemed applicable, the Housing Department may request the following be submitted with an application:
 - I. If self-employed, three (3) years of business and personal tax returns along with a current Profit and Loss Statement and balance sheet.
 - II. Verification Form for Accessible Unit Preference.

- III. Any other documentation that the Housing Department deems necessary to determine qualification, such as, divorce decrees, Social Security income, rental income, etc.
8. Verification of application - To protect the interests of the community that has invested in the creation of Restricted Housing Units, the Housing Department verifies that information submitted on the application is true and correct and may request additional documents to assist in this process. All financial information shall remain confidential, except that the Housing Department may provide information to the public concerning sales prices.
9. Qualification letter - After the Housing Department verifies that the Household meets the qualification and eligibility criteria for the restricted housing unit, it will issue a Qualification Letter to the potential renter within 10 business days.
- C. Private Owner Rental Standards and Procedures - To maintain the character of neighborhoods and respect the nature of the community, restricted ownership units are not allowed to be rented without prior approval from the Housing Department. This includes renting any portion of the dwelling, any room within the dwelling or the garage.
 1. Primary Residence - Owners of restricted housing units shall maintain the unit as their primary residence.
 - a. Occupancy Requirement - Households shall occupy their unit full-time at least 10 months out of each calendar year.
 - b. Business Activity Restricted - Households who rent a restricted housing unit shall not engage in any business activity in such dwelling, other than any home occupation use permitted in that zoning district and as permitted in the Lease Agreement.
 - c. No Guests for an Extended Period - Households who own restricted housing units shall not permit any adult guests over the age of 18 for periods in excess of 30 cumulative days per calendar year.
 - d. Leave of Absence - A one-year exception may be granted in cases of illness, short-term leaves of absence for education or training purposes, or other exigent circumstances with the advance written approval of the Housing Department.
 - i. Rental of Restricted Unit during Leave of Absence - If granted a leave of absence, the owner is allowed to rent the property according to these Housing Rules and Regulations.
 - e. Post Leave of Absence
 - i. Timing - After the restricted housing unit is rented for nine (9) months, owner will be required to notify the housing department in writing of either, (a) their intention to move back to the restricted housing unit upon expiration of the lease and/or the rent approval period; or (b) provide the housing department with a "letter of intent of sell" form, which will begin the selling process of the restricted housing unit.
 - ii. Choice to Sell- If the owner chooses to sell the restricted housing unit instead of returning when the lease expires, there will be no accrual of appreciation during the term of the rental (this does not apply to medical emergencies).
 2. Rental Procedures for Owner-Occupied Properties - The Housing Department may approve rental of space within owner-occupied Affordable, Employment-Based, and Workforce units when pressing circumstances exist. The owner must continue to occupy the unit, and the Housing Department must certify that the renter meets the qualification and eligibility standards. A fee will be charged along with the request as set forth in the Annual Schedule of Fees.
 - a. Requests to Rent during Leave of absence - Approvals for "Requests to Rent" are given at the sole discretion of the Housing Department's Housing Manager. Approvals to rent will only be given for a maximum period of one (1) year. Approvals to rent will only be given in unique and pressing circumstances.

- i. Medical Emergency Documentation - Medical emergencies applicable to a restricted housing unit owner will require documentation using the "Housing Department Medical Emergency Leave" form to substantiate the need to leave the area.
 - ii. Processing Fee - A fee will be charged to a restricted housing unit owner for a "Request to Rent." A separate "Annual Schedule of Fees" document that is updated annually and published by the Housing Department provides the processing fee amount.
- b. Qualification and Eligibility of Tenants.
 - i. Qualified Household - Tenants shall be a Qualified Household according to the general Qualification and Eligibility Criteria contained in the recorded Restriction and these Housing Department Rules and Regulations.
 - ii. Eligibility Criteria - Tenants shall meet the Eligibility Criteria with respect to Income and Assets that apply to the particular restricted housing unit in question at time of initial occupancy.
 - iii. Verification of Qualification - Prior to signing a lease for or occupancy of a restricted housing unit, owner must provide the Housing Department with proof of the tenant's qualification under the housing unit's specific program prior to occupancy.
 - iv. Recertification - Qualification and eligibility shall be recertified by owner of the restricted housing unit at any time there is a change in occupancy of the restricted housing unit or renewal of lease agreement.
- c. Execution of Lease - Rental of restricted ownership units must be by a written Lease provided by the Housing Department. The Housing Department will retain a copy of the fully executed lease.
 - i. Rent Limitations - Rent charged while the owner is on leave will be limited to total housing costs, which include only (the mortgage payment, taxes, insurance, Ground Lease Fees and HOA dues). The actual cost of utilities can be added to the rent or billed to the tenant if utilities are in the owner's name. Housing costs shall be verified by the Housing Department prior to approval of the lease.
 - ii. Housing Department Fee - A fee will be charged by the Housing Department for a request to rent as set forth in the Annual Schedule of Fees updated annually and published by the Housing Department.
- d. Requests to Rent a Room - Approvals to rent a room in a restricted unit are at the sole discretion of the Housing Manager and are only allowed in pressing circumstances. The following process will be followed:
 - i. Submittal of Request to Rent - The owner will submit a "Request to Rent" form to the Housing Department along with the associated fee as outlined on the fee schedule published annually by the Housing Department. The form can be found on the Housing Department website or from the Housing Department.
 - ii. Approval by the Housing Manager - If the owner is in compliance with their restrictions, the Housing Manager will review the request to rent and approve or deny the request based on the circumstances. Approval can be given for a maximum of one year.
 - iii. Identification of Tenant - When the owner has identified a potential tenant who they believe qualifies under the income, asset, and Employment Requirements of the restriction on the unit, the potential tenant is required to submit a complete application to the Housing Department.
 - iv. Tenant Approval- The Housing Department will verify that the tenant qualifies under the income, asset, and Employment Requirement.

- v. Lease Agreement - The Housing Department provides the Lease Agreement to be signed by the owner, tenant, and the Housing Department.
- vi. Notification of Termination of Lease - The owner is required to notify the Housing Department upon termination of the lease. If the owner still wishes to rent the room and still has approval from the Housing Department, the process will start again with Step iii, Identification of Tenant.
- vii. Rental Rates - The Housing Department will approve the rental rate based on the housing costs of the owner.

D. Restricted Rentals Owned by Private Entity.

1. Affordable units.

- a. Standard of Affordability - The standard for affordability used by Teton County is based on HUD standards which provide that no more than thirty percent (30%) of a household's income should be spent on housing costs. Included in this thirty percent (30%) is rent property tax, water, sewer, gas and/or electric, and trash removal. Additionally, one parking space is required at no charge to the tenant.

To ensure that housing costs are affordable for the Households who qualify within the applicable affordable income range of the Special Restriction for a particular Affordable Housing Unit, rent charged may not exceed the Maximum Affordable Rent as set forth below.

- b. Maximum Affordable Rent Calculation - The Maximum Affordable Rent for an Affordable Housing Unit will be calculated using the Housing Department Income Range and Asset Chart which establishes the dollar amounts for each affordable income range based on the Median Family Income (MFI) for Teton County calculated annually by HUD, and according to the following method and requirements:

Step 1 – Determine household size applicable to the Affordable Housing Unit

For the purposes of calculating Maximum Affordable Rent only, household size is determined not by the number of persons to occupy an Affordable Rental Unit but by the Unit Type (number of bedrooms):

Unit Type	Household Size
Studio	One (1) person
One-bedroom	One (1) person
Two-bedroom	Two (2) persons
Three-bedroom	Three (3) persons
Four-bedroom	Four (4) persons
*Dormitories:	Household Size = Number of bedrooms in Dormitory

*Dormitory is defined as a rental housing unit with more than 4 bedrooms and may not exceed 8 bedrooms under the Livability Standards.

Step 2 – Determine annual income amount applicable to the Affordable Housing Unit

The annual income amount used to calculate the Maximum Affordable Rent is the lowest dollar figure on the current annual Housing Department Income Range and Asset Limit Chart within the income range applicable to the Affordable Housing Unit for the household size/Unit Type as determined in Step 1 ("Income Number"):

Example: 3-bedroom Affordable Rental Unit in 50 to 80% income range

Step 1: For a 3-bedroom unit, refer to a 3-person household

Step 2: The lowest allowable income for 3-person household in the 40% to 80% income range on the income Range and Asset Chart is \$55,350*
(*Housing Department Income and Asset Chart effective April 20, 2022)

For Affordable Rental Units subject to the zero (0) to 50% income range, the Income Number for calculating Maximum Affordable Rent is thirty percent (30%) of MFI for Teton County according to HUD.

Step 3 – Calculate Annual Maximum Affordable Rent for the Affordable Housing Unit

Multiply the Income number by thirty percent (30%) (“Annual Maximum Affordable Rent”).

Example: 3-bedroom Affordable Rental Unit in 50% to 80% income range

Step 3: \$55,350 multiplied by 30% = \$16,605 (Annual Maximum Affordable Rent)

Step 4: - Calculate Monthly Maximum Affordable Rent for the Affordable Housing Unit

Divide the Annual Maximum Affordable Rent by twelve (12) and round up or down to the nearest dollar (“Monthly Maximum Affordable Rent”)>

Example: 3-bedroom Affordable Rental Unit in 50% to 80% income range

Step 4: $\$16,605 / 12 = \$1,383.75$
Round up = \$1,384 (Monthly Maximum Affordable Rent)

Step 5: (Dormitories only) – Calculate Maximum Affordable Rent for Each Dormitory Unit

Follow Step 1 - Step 4 to calculate the Monthly Maximum Affordable Rent for the entire Dormitory and then divide by the number of bedrooms to determine the Maximum Affordable Rent that can be charged per bedroom.

Example: 6 bedroom Dormitory in 50% - 80% income range

Step 1: For 6 bedroom Dormitory, refer to a 6-person household

Step 2: The lowest allowable income for a 6-person household in the 50% to 80% income range on the Income Range and Asset Chart = \$71,340*
(*Housing Department Income and Asset effective April 20, 2022)

- Step 3: Annual Maximum Affordable Rent is \$71,340 multiplied by 30% = \$21,402
- Step 4: Monthly Maximum Affordable Rent is \$21,402 divided by 12 = \$1,783.50
- Step 5: Maximum Affordable Rent for Dormitory Unit is \$1,783.50 divided by 6 = \$297.25

- c. Prohibitions to additional charges to Maximum Affordable Rent - Maximum Affordable Rent shall afford tenants the right to occupancy and possession of the leased unit, as well as all necessary services for livability including at least one parking space, trash removal, and utilities (water/sewer, electricity, gas, and/or other energy source). Necessary services for livability may not be charged to tenants in addition to Maximum Affordable Rent.

Tenants may not be charged in addition to Maximum Affordable Rent for any generally applicable or routine costs incurred by landlord, property owner, or any management company such as real estate or other taxes, insurance, administration expenses, building and property maintenance and operations expenses, or other costs which are not specifically and solely related to an actual cost incurred due to occupancy of the Affordable Housing Unit by the tenant and which are charged to tenant pursuant to their written lease agreement.

Luxury Items, including cable/satellite/internet services or furniture, may not be charged to tenants of Affordable Rental Units in addition to Maximum Affordable Rent without their written consent.

All agreements between the tenant and landlord must be memorialized in the written lease or otherwise approved by the Housing Department.

(Ord. _____ § 1, 2022; Ord. 1293 § 1, 2021; Ord. 1262 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 Y

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1297, 1264, 1242, AND 1195 AND SECTIONS 16.10.700(A)(1)–(3) AND 16.10.700(B)(4)–(5) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS COMPLIANCE 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. 1297, 1264, 1242, and 1195 and Sections 16.10.700(A)(1)–(3) AND 16.10.700(B)(4)–(5) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.700 Compliance and Exception, Appeal, and Grievance Standards and Procedures.

- ...
- g. Method for Providing Required Information - Regardless of the language in the special Restriction recorded on the unit, landlords may choose to have the Housing Department qualify their tenant(s) independently. If a landlord chooses to have the Housing Department do so, the Housing Department will adhere to its internal practices, policies and procedures for tenant qualification (which are available upon request), which may be changed from time to time at the discretion of the Housing Department. If so qualified, the Housing Department will provide the tenant and landlord with a Qualified Tenant Letter. Prior to qualifying a tenant, the Housing Department will require the landlord to submit a signed lease agreement that names the tenant and is contingent upon the tenant's qualification with the Housing Department or another type of document acceptable to the Housing Department.
- ...
- a. Housing Department Request for Information - The Housing Department will send a letter to owners of restricted units requesting information. The letter will outline what type of information is required based on the unit's restrictions. The owner will be given thirty (30) days from the date of the letter to submit the requested information to the Housing Department or for their tenant to be qualified by the Housing Department.
- ...
- c. Renting - Renting a restricted ownership unit is only allowed per the restrictive covenant or as set forth herein.
- ...
- j. Employment Verification - Employment-based and Workforce units require that the Household meets the Employment Requirement.. Annual verification of employment and income is required for owners of Employment-based and workforce restricted housing units. Affordable units built after June 4, 2018 will be required to verify that their Household meets the Employment Requirement.
- ...
- 2. Request for Default Hearing – In the event the owner desires to challenge the default identified by the Housing Department, the owner may request a hearing before the Jackson/Teton County Housing Authority Board (JTCHA) to determine the merits of the allegations of the default.
- ...
- 4. Multiple Defaults - Upon the fourth time an owner is found to be in Default within fifteen (15) years, the owner will not have an opportunity to cure. Multiple Defaults include any Defaults or failure to comply with the Housing Rules and Regulations or the applicable Special Restrictions. The Housing Department will force

• • •

- (Ord. ____ § 1, 2022; Ord. 1297 § 1, 2021; Ord. 1264 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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.

PASSED AND APPROVED THE _____ DAY OF _____, 2022.

BY: _____
Hailey Morton Levinson, Mayor

BY: _____
Riley Taylor, 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 _____, _____.

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 Z

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1265, 1242, AND 1195 AND SECTION 16.10.800(B) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS OCCUPANCY AND USE 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. 1265, 1242, and 1195 and Section 16.10.800(B) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.800 Occupancy and Use

- B. **Employment Requirement** - Households who own or rent a Workforce or Affordable unit will be required to verify annually that they are meeting the Employment requirement. The employment calculation will be based on the prior calendar year. Affordable units sold prior to June 4, 2018 will not have this requirement.

(Ord. _____ § 1, 2022; Ord. 1265 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 A

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1295 AND SECTIONS 16.10.850(A)(5)(b) AND 16.10.850(B) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS FOR THE PRESERVATION PROGRAM 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 No. 1295 and Sections 16.10.850(A)(5)(b) and 16.10.850(B) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.850 Other Housing Programs

- b. Qualified Household - A Household will be qualified by the Housing Department using the Application and Verification process as set forth herein.

...

B. Housing Preservation Program

1. Program Purpose and Goals - The purpose of the Housing Preservation Program is to protect existing market housing for the local workforce in perpetuity. The program is intended to stop housing leakage, which is the loss of workforce housing that is sold to non-local workers. This is accomplished by recording a Special Restriction for Workforce Ownership Housing or a Special Restriction for Workforce Rental Housing ("Workforce Special Restriction") on the property in exchange for Housing Preservation Program funds.
2. Applicability - The Housing Preservation Program applies to existing market units that are not otherwise restricted either by Land Development Regulations or a recorded Special Restriction.
3. Down Payment Assistance Available to Purchasers - Buyers of market units can apply to receive Housing Preservation Program funds in exchange for recording a Workforce Special Restriction on the property. Owners may apply to record either a Special Restriction for Workforce Ownership Housing ("Workforce Ownership Restriction") or a Special Restriction for Workforce Rental Housing ("Workforce Rental Restriction").
 - a. Funding Available
 - i. Workforce Ownership Restriction - The amount of funds provided for down payment assistance in exchange for recording a Workforce Ownership Restriction will be twenty percent (20%) of the appraised value of the unit or the purchase price, whichever is less. The maximum amount of down payment assistance is two hundred thousand dollars (\$200,000).
 - ii. Workforce Rental Restriction - The amount of funds provided for down payment assistance in exchange for recording a Workforce Rental Restriction will be ten percent (10%) of the appraised value of the unit or the purchase price, whichever is less. The maximum amount of down payment assistance for a property purchased for rental use is one hundred thousand dollars (\$100,000).
 - b. Qualification of Applicants - Applicants must submit a complete application for either a Workforce Ownership Restriction or a Workforce Rental Restriction to the Housing Department on forms provided by the Housing Department that must include all signatures and notarizations, documents, and information listed as required on the Housing Preservation Program Application form.

The Housing Department will review submitted applications for completeness and will determine whether the applicant meets the qualification criteria for the applicable Workforce Housing Program. If the Housing Department finds that the applicant meets the qualification criteria, the Housing Department will submit the applicant to the Housing Authority Board with a recommendation for approval. If the applicant is approved by the Housing Authority Board, a Qualification Letter will be issued to the applicant.

Issuance of a Qualification Letter does not guarantee availability of Housing Preservation funds. The Qualification Letter is good for one year. All applicable qualification criteria must continue to be met by the applicant through the closing and purchase of qualified housing with available Housing Preservation Program funds. Any changes to the information that was included in the Housing Preservation Program Application must be reported to the Housing Department and may require re-qualification including approval by the Housing Authority Board and issuance of a new Qualification Letter prior to Final Approval as outlined below and commitment of funds.

- c. Final Approval and Closing - Funds will not be wired until Final Approval which will not occur until the following conditions have been satisfied:
 - i. Title Company - Closing must take place at a title company.
 - ii. Appraisal - A complete appraisal dated within sixty days of closing must be submitted to the Housing Department prior to final approval.
 - iii. Restricted Unit Inspection - A complete unit inspection report must be submitted to the Housing Department dated within sixty days and performed by a professional Home Inspector is required prior to final approval.
 - iv. Title Insurance - The buyer must provide title insurance to insure clear title to the property prior to recording the Workforce Special Restriction. The Title Commitment provided by the buyer to the lender is sufficient. The Housing Department must approve the Title Insurance Commitment prior to final approval.
 - v. Approval of Closing Statement - The final closing statement must be reviewed and approved by the Housing Department.
 - vi. Final Loan Approval - The Housing Department must receive a letter from any mortgagee stating that the buyer has received final loan approval for financing of the purchase of the housing unit.
 - vii. Final HUD 1008 Statement - The Housing Department must approve the final HUD 1008 Statement for any mortgage financing the purchase of the housing unit.
 - viii. Workforce Special Restriction - The buyer must execute the applicable Housing Department template Workforce Special Restriction prior to closing on the unit. The applicable Workforce Special Restriction will be recorded in the land records of the Teton County Clerk.
 - ix. Buyer's Acknowledgment - The buyer shall execute the Buyer's Acknowledgment template form provided by the Housing Department at the time of closing, which shall be recorded in the land records of the Teton County Clerk on the housing unit by the title company.
 - x. Closing Instructions - The Housing Department will provide instructions to the title company concerning required signatures, recording of documents, and disbursement of funds.
4. Payment of Funds Available to Existing Owners - Owners of market units can apply to receive Housing Preservation Program funds in exchange for recording a Workforce Special Restriction

on their property. Owners may apply to record either a Workforce Ownership Restriction or a Workforce Rental Restriction.

- a. Occupancy:
 - i. Workforce Ownership Restriction - Housing with a Workforce Ownership Restriction may be occupied by the owner or may be rented to a Qualified Household approved by the Housing Department pursuant the Workforce Housing Program.
 - ii. Workforce Rental Restriction - Housing with a Workforce Rental Restriction may only be occupied by a tenant who is a Qualified Household approved by the Housing Department pursuant to the Workforce Housing Program. Owners may not occupy housing with a Workforce Rental Restriction.
- b. Funding Available:
 - i. Workforce Ownership Restriction - The amount of funds provided for down payment assistance in exchange for recording a Workforce Restriction will be twenty percent (20%) of the appraised value of the unit or the purchase price, whichever is less. The maximum amount of down payment assistance is two hundred thousand dollars (\$200,000).
 - ii. Workforce Rental Restriction - The amount of funds provided for down payment assistance in exchange for recording a Workforce Rental Restriction will be ten percent (10%) of the appraised value of the unit or the purchase price, whichever is less. The maximum amount of down payment assistance for a property purchased for rental use is one hundred thousand dollars (\$100,000).
- c. Qualification of Applicants - Applicants must submit a complete application for either a Workforce Ownership Restriction or a Workforce Rental Restriction to the Housing Department on forms provided by the Housing Department that must include all signatures and notarizations, documents, and information listed as required on the Housing Preservation Program Application form. The Housing Department will review submitted applications for completeness and will determine whether the applicant meets the qualification criteria for the applicable Workforce Housing Program. If the Housing Department finds that the applicant meets the qualification criteria, the Housing Department will submit the applicant to the Housing Authority Board with a recommendation for approval. If the applicant is approved by the Housing Authority Board, a Qualification Letter will be issued to the applicant. Issuance of a Qualification Letter does not guarantee availability of Housing Preservation funds. The Qualification Letter is good for one year. All applicable qualification criteria must continue to be met by the applicant through the closing and purchase of qualified housing with available Housing Preservation Program funds. Any changes to the information that was included in the Housing Preservation Program Application must be reported to the Housing Department and may require re-qualification including approval by the Housing Authority Board and issuance of a new Qualification Letter prior to Final Approval as outlined below and commitment of funds.
- d. Final Approval and Closing - Funds will not be wired until Final Approval which will not occur until the following conditions have been satisfied:
 - i. Title Company - Closing must take place at a title company.
 - ii. Appraisal - A complete appraisal dated within sixty days of closing is required prior to final approval.
 - iii. Restricted Unit Inspection- A complete unit inspection report dated within sixty days and performed by a professional Home Inspector is required prior to final approval.

- iv. Title Insurance - The buyer must provide title insurance to insure clear title to the property prior to recording the Workforce Special Restriction. The Title Commitment provided by the buyer to the lender is sufficient. The Housing Department must approve the Title Insurance Commitment prior to final approval.
- v. Workforce Special Restriction - The approved Household must execute the applicable Housing Department template Workforce Special Restriction prior to receiving payment. The Title Company will record the applicable Workforce Special Restriction at time of closing.
- vi. Owner's Acknowledgment - The owner shall execute the Owner's Acknowledgment template form provided by the Housing Department at the time of closing, which shall be recorded in the land records of the Teton County Clerk on the housing unit by the title company.
- vii. Closing Instructions - The Housing Department will provide instructions to the title company concerning required signatures, recording of documents and disbursement of funds.

(Ord. ____ § 1, 2022; Ord. 1295 § 1, 2021)

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION 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 _____, _____.

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 B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1298, 1266, 1242, AND 1195, AND SECTION 16.10.900(A) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS DEFINITIONS 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. 1298, 1266, 1242, and 1195 and Section 16.10.900(A) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.900 Definitions.

A. Definitions.

Affordability: No more than thirty percent (30%) of a household's income should be spent on housing costs. This percentage is the standard of affordability used by the Department of Housing and Urban Development (HUD).

...

Attending College: Enrollment in an accredited institution for higher learning for a minimum of twelve (12) credit hours per semester or its equivalent.

...

Debt: A sum of money due by certain and express agreement requiring the borrower to pay the money back, typically by a certain date.

...

Development: Physical subdivision of land or construction of buildings that may include both commercial and residential uses, which may be condominiums, single family units, townhouses or apartments governed by the same CCRs or other governing documents.

...

Employment Requirement: If there is one adult in the Household, the adult must be employed at a Local Business, as that term is defined herein, for a minimum of an average of thirty (30) hours per week or 1,560 hours per calendar year. If there are two or more adults in the Household, an average of thirty (30) hours per week or 1,560 hours per calendar year is added to the requirement of working for a Local Business. Adult children of Household member(s) who are under age 25 and attending college are exempt from the Employment Requirement. One adult can work all of the required hours, or the required hours can be divided between the adults in the household.

...

Household:

Affordable and Workforce Ownership: A social unit composed of those living together in the same dwelling.

Workforce Rental: One person or a group of two or more persons living together in the same dwelling that comprise a social unit composed of at least one adult that have established ties and familiarity with each other, including but not limited to, by marriage, domestic partnership, blood, or guardianship. More than one Household can occupy one Workforce rental unit.

Dormitory: One person who will be renting a bed or bedroom in a dormitory unit.

Household Income: The current income going forward 12 months of all adult wage earners within a household before taxes. Income from dependents that are under the age of 25 and attending college is not included in the household income calculation. For self-employed individuals, Income is the net income from the business with all non-cash expenses added back in averaged over either the life of the business or the last three (3) years, whichever is shorter. Other types of deductions may be added back in as well, such as home business use, travel, and entertainment/meals.

Household Net Assets: The value of all items owned by the Household that are valued more than \$500 including, but not limit too, bank accounts, investment accounts, life insurance, furniture, automobiles, jewelry, computer equipment, real estate, and recreational equipment; less any debt the household has. Net assets do not include retirement accounts, business assets are limited to liquid assets.

...

Local Business:

- a. A local business means (1) a business physically located within Teton County, Wyoming, that can provide other verification of business status physically located in Teton County, Wyoming, and (2) A minimum of seventy-five percent (75%) of the business' clients or customers 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; or
- c. A private residence physically located in Teton County, Wyoming that employs a minimum of one Qualified Employee who must be physically located in Teton County, Wyoming to perform their job.

Luxury Item: An item or feature of an item that is not essential or necessary but is an amenity or desired bonus that adds pleasure, comfort, or convenience to either aesthetics of function and which may increase the market values of the unrestricted properties.

...

Market Unit: A housing unit that does not have a Housing Department, Housing Trust, or Habitat for Humanity Special Restriction or Ground Lease either recorded on or associated with the property.

Maximum Affordable Rents: The maximum rental rate that may be charged to a tenant occupying an Affordable Housing unit (formerly known as Employee Housing Unit). The rates must include all necessary life services, which include but are not limited to one parking space, water/sewer, electric, gas or other sources of energy trash removal, and costs associated with maintenance, administration and operations.

...

Regular Dues and Assessments: Dues that are assessed to units within a development on a regular basis (for example: monthly or quarterly) that cover costs of regular and consistent maintenance, insurance, and operations for the development.

...

Special Restriction: A contract between the Board of County Commissioners, the Town of Jackson, and/or the Jackson/Teton County Housing Authority and the owner of real property, which has been developed or designated to ensure the occupancy and use of the real property will be as intended by the

...

(Ord. _____ § 1, 2022; Ord. 1298 § 1, 2021; Ord. 1266 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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.

This Ordinance shall become effective after its passage, approval and publication.

PASSED 2ND READING THE _____ DAY OF _____, 2022.

BY: _____
Hailey Morton Levinson, Mayor

BY: _____
Riley Taylor, Town Clerk

[illegible]

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 _____, _____.

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 R

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1289, 1259, 1242, AND 1195 AND SECTION 16.10.000(B) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS SUMMARY OF HOUSING PROGRAMS 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. 1289, 1259, 1242, and 1195 and Section 16.10.000(B) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.000 Introduction

B. Summary of Housing Programs.

1. Accessory Residential Units (ARU) – Units created through this program are developed as part of nonresidential developments that are exempt from the housing requirements set by the LDRs. These units are rented to workers employed in Teton County, and they must remain as rental property (i.e., they cannot be converted to condominiums). Accessory Residential Units developed after June 4, 2018 will be part of the “Workforce Rental” program and are required to have a Special Restriction for Workforce Rental Housing recorded on them. To qualify to rent these units, the Household must meet the Employment Requirement.~~at least one person in the household must be employed at a local business for a minimum of 1,560 hours per year. They may not own residential real estate within 150 miles of Teton County.~~ A minimum of 75% of the household’s income must be earned from a local business(es) The tenants must physically occupy the unit a minimum of 80% of their lease term. Tenants will be required to requalify annually or upon lease renewal. The units are not allowed to remain vacant in excess of 60 days. Rents are set by the owner.
2. Affordable – These are units created through the mandatory affordable housing mitigation requirements included in the Town and County Land Development Regulations (LDRs). The Affordable housing program is divided into “Affordable Ownership” and “Affordable Rental,” and each has restricted pricing based on applicable affordability ranges. To qualify to purchase these units, household income and assets must be within the relative income range for the unit, and, At least one person in the household must work a minimum of 1,560 hours per year. the Household must meet the Employment Requirement. No ownership of other residential real estate within 150 miles of Teton County is allowed. The owners must physically occupy the units a minimum of 10 months each year. Tenants must physically occupy the units a minimum of 80% of their lease term. Tenants will be required to requalify annually. Owners will be required to provide proof of continued local employment, occupancy, and non-ownership of residential real estate. Maximum rents and sales prices are based on median family income as published by HUD. Ownership units appreciate based on the Consumer Price Index. Units with three (3) or four (4) bedrooms may be restricted as dormitories if they are allowed by the LDRs in the proposed location, meet the definition of dormitory in these Rules and Regulations, and comply with the Livability Standards.
3. Attainable – These units were built before housing standards were codified in the LDRs. No more Attainable housing units will be constructed, but the Housing Department Rules and Regulations still apply through the management of existing units. Specific requirements for these units are recorded as covenants on the property deed, and the Housing Department Rules and Regulations are referenced through these covenants. To qualify to purchase these units, household income and assets must be within the relative income range for the unit. At least one person in the household must work a minimum of

1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed at time of purchase. The owners must physically occupy the units a minimum of 10-9 months each year. No requalification or future documentation will be required after purchase of the unit.

4. Employee – These rental housing units are built to comply with the housing mitigation requirements for new nonresidential development set out in the Town and County LDRs. Initially, these units were intended to provide housing to seasonal workers, but they are not restricted to occupancy by seasonal workers. These Housing Department Rules and Regulations have been updated to reflect the Town and County’s policy direction in 2017, which aligns with the Comprehensive Plan’s goal of housing the local year-round workforce. The owner of the Employee housing units ultimately makes the decision about unit tenancy so long as the household qualifies. These units can be converted to condominiums and sold to private entities but must be used as rental units as required by their Restriction in perpetuity. Employee units developed after June 4, 2018 will be part of the “Affordable Rental” program. To qualify to rent these units, household income must be within the relative income range for the unit. Households must meet the full-time employment requirement outlined in the Housing Unit’s Special Restriction. At least one person in the household must work a minimum of 1,560 hours per year. No ownership of other residential real estate within 150 miles of Teton County is allowed. Owners will be required to report annually and provide tenant information to the Housing Department pursuant to the Housing Department’s request for information. Tenants will be required to requalify annually. The units are not allowed to remain vacant in excess of 60 days.

...

6. Workforce Housing Programs – This program is divided into “Workforce Rental” units and “Workforce Ownership” units. They are provided through incentives in the LDRs. Households who purchase or rent Workforce units are required to earn a minimum of 75% of their income from a local business. They Households may not own other residential real estate within 150 miles of Teton County, and the Household must meet the Employment Requirement at least one person in the household must earn 1,560 hours annually from a local business. There is no cap on the original purchase price. Once a unit is sold or rented, the maximum resale price or rental rate is restricted to an appreciation cap on the unit as indicated in the Special Restrictions recorded on the property. The owners of Workforce Rental Units set the rental rates. There is no cap on rental rates. Owners and tenants will be required to re-qualify annually.

...

C. Special Restrictions.

(Ord. ____ § 1, 2022; Ord. 1289 § 1, 2021; Ord. 1259 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 S

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1290, 1259, 1242, AND 1195 AND SECTIONS 16.10.200(B)(2)(c) AND 16.10.200(B)(2)(e)(i) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS HOUSING MITIGATION PLAN 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. 1290, 1259, 1242, and 1195 and Sections 16.10.200(B)(2)(c) and 16.10.200(B)(2)(e)(i) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.200 Housing Development Standards and Procedures.

- c. Mitigation Fee in-lieu calculations - If the developer proposes Fees In-Lieu as the preferred form of mitigation, the developer shall submit the proposed amount with a Final Development Plan.

...

- i. Requirement –~~All required housing mitigation units and Housing Units that are provided using an incentive or bonus tool in the Jackson or Teton County Land Development Regulations, with the exception of Accessory Residential Units that are secondary to Residential Use, are required to have the approved template for the applicable Special Restriction recorded on the property prior to issuance of Certificate of Occupancy for the development associated with the Housing Unit~~~~The developer shall record Special Restrictions in the public land records for the subject property prior to the issuance of a Certificate of Occupancy by the County or Town.~~

(Ord. _____ § 1, 2022; Ord. 1290 § 1, 2021 Ord. 1259 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 T

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1290, 1259, 1242, AND 1195 AND SECTIONS 16.10.200(C) AND 16.10.200(I) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS LIVABILITY STANDARDS 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. 1290, 1259, 1242, and 1195 and Sections 16.10.200(C) and 16.10.200(I) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.200 Housing Development Standards and Procedures.

C. **Livability Standards** - To meet the community's goals of providing working families a viable choice of housing, to protect social diversity, preserve affordability, and to contribute to economic stability, the LDRs and the Housing Department Rules and Regulations require that restricted housing units are designed to provide affordability, adequate size, building and site design, and finishings to serve future tenants. These are all criteria in the Housing Department's decisions as to whether a development meets the goals of the LDRs and the Housing Department Rules and Regulations. For additional construction standards, see Teton County Land Development Regulations: Division 6.3 or Town of Jackson Land Development Regulations: Division 6.3.

...

9. Parking - All restricted housing units must have access to a minimum of one parking space. The parking provided must be equivalent to parking provided for use by the market units in the development.

(Ord. ____ § 1, 2022; Ord. 1290 § 1, 2021; Ord. 1259 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 U

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1290, 1259, 1242, AND 1195 AND SECTIONS 16.10.200(C)(7) THROUGH 16.10.200(C)(11) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING HOUSING RULES AND REGULATIONS DUES ASSESSMENTS 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. 1290, 1259, 1242, and 1195 and Sections 16.10.200(C)(7) through 16.10.200(C)(11) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.200 Housing Development Standards and Procedures.

7. Standards for Assessments Imposed by Covenants, Conditions and Restrictions - To preserve affordability of the community's Restricted Housing Units, the Covenants, Conditions and Restrictions, or like governing documents, for developments that comprise all restricted units with a mix of restriction types or that have a mix of restricted units and market units, must meet the following standards.

- a. Prohibition on Assessments for Luxury Items - Costs for Luxury Items may not be assessed against Restricted Housing Units unless 100% of the owners of the Restricted Housing Units vote to approve the proposed Luxury Item.
- b. Prohibition on Assessments for Common Areas - Costs for maintenance and operations of common areas or shared amenities that are not accessible for use by the Restricted Housing Units may not be assessed against Restricted Housing Units
- c. Regular Dues Assessments - Regular Dues Assessments imposed on Restricted Housing Units may not exceed the Value Comparison Percentage. The Value Comparison Percentage for each restricted unit is calculated by dividing the value of the Restricted Housing Unit by the total value of all housing units in the development. For the purposes of calculating the Value Comparison Percentage for the Restricted Housing Units, values for each unit type in the Development will be determined as follows:
 - i. Market Units: The value of each market unit in a development in the first year Regular Dues Assessments are imposed is the original sale price of each market unit as set by the developer. In subsequent years, the value of each market unit is the Teton County Assessor's assessed value for the applicable calendar year.
 - ii. Workforce Restricted Units: The value of each Workforce Restricted Housing Unit in a development in the first year Regular Dues Assessments are imposed is the original sale price of each unit as set by developer. In subsequent years, the value of each Workforce Restricted Housing Unit in a development is the Teton County Assessor's assessed value for the applicable calendar year.
 - iii. Affordable Restricted Units: The value of each Affordable Restricted Housing Unit in a development in the first year Regular Dues Assessments are imposed is the Maximum Resale Value. In subsequent years, the value of each Affordable Restricted Housing Unit is the Teton County Assessor's assessed value for the applicable calendar year.
 - iv. Undeveloped lots: The Value Comparison Percentage shall be calculated for undeveloped lots, whether Market or Restricted, in the same manner

Sample Calculation of Value Comparison Percentage and Special Assessment

Subject Unit – Affordable Restricted Value

Unit A: \$200,000

Other Restricted Units in the Development Values

Unit B: \$250,000

Unit C: \$500,000

Unit D: \$498,000

Market Units in the Development Values

Unit E: \$3,000,000

Unit F: \$3,800,000

Unit G: \$2,950,000

Unit H: \$5,050,000

Unit I: \$4,000,000

Unit J: \$3,800,000

Step 1: Calculate the total value of all units in the development (A-J) by adding the values =
\$24,048,000

Step 2: Calculate Unit A's Value Comparison Percentage by dividing Unit A's value (\$200,000) by
the total value of all units in the development = 0.0083 or **.83%**

Example Annual Regular Dues Assessments = \$10,000

Value Comparison Percentage for All Units in the Development

<u>Unit A:</u>	<u>0.83%</u>	<u>\$83</u>
<u>Unit B:</u>	<u>1.04%</u>	<u>\$104</u>
<u>Unit C:</u>	<u>2.08%</u>	<u>\$208</u>
<u>Unit D:</u>	<u>2.07%</u>	<u>\$207</u>
<u>Unit E:</u>	<u>12.48%</u>	<u>\$1,248*</u>
<u>Unit F:</u>	<u>15.80%</u>	<u>\$1,580*</u>
<u>Unit G:</u>	<u>12.27%</u>	<u>\$1,227*</u>
<u>Unit H:</u>	<u>21.00%</u>	<u>\$2,100*</u>
<u>Unit I:</u>	<u>16.63%</u>	<u>\$1,663*</u>
<u>Unit J:</u>	<u>15.80%</u>	<u>\$1,580*</u>

*The method used in this sample for assessing Market Units is not a requirement under these Rules and Regulations. Market Units may be assessed as determined by the CCRs.

Sample Special Assessment for Unit A: A Special Assessment for the Development totaling \$8,000 will be
\$66.40 for Unit A. The maximum payment requirement per year may not exceed \$16.60

- d. Special Assessments - Special Assessments imposed on restricted housing units may not exceed the Value Comparison Percentage for each unit.

- e. Payment of Special Assessments - Payment of Special Assessments for Restricted Housing Units must be amortized over a period of time such that the maximum payment requirement is no more than twenty percent (20%) of the annual obligation for the Regular Dues Assessments. Special Assessments are calculated and assessed separately and in addition to Regular Dues Assessments.
- f. Review of CCRs and Budget - The Housing Department shall review and approve the CCRs that will be recorded for a development prior to issuance of final plat as well as any subsequent amendments thereto.

(Ord. _____ § 1, 2022; Ord. 1290 § 1, 2021; Ord. 1259 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 V

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1291, 1260, 1242, AND 1195 AND SECTIONS 16.10.300(B)(1), 16.10.300(B)(4), 16.10.300(C)(1)(b), 16.10.300(C)(3)(d), AND 16.10.300(C)(4) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS QUALIFICATION AND ELIGIBILITY 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. 1291, 1260, 1242, and 1195 and Sections 16.10.300(B)(1), 16.10.300(B)(4), 16.10.300(C)(1)(b), 16.10.300(C)(3)(d), and 16.10.300(C)(4) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.300 Qualification and Eligibility.

B. Qualification - To be considered a qualified household under these Housing Department Rules and Regulations, all of the following criteria must be met prior to the time of closing (purchase) or move-in (rental):

1. Employment Requirement - At least one member of the household must fit one of the following categories:
 - a. Employed in Teton County - Be employed at for a local business or organization located in Teton County an average of at least thirty (30) hours per week or 1560 hours annually. For purchases or rentals that are not subject to the outside-of-a Weighted Drawing process, the household can be under contract for employment at a local business or organization located in Teton County, Wyoming, where such contract commences employment before the date of move-in (rental) or closing (purchase) of a restricted housing unit, and the employment will be for a minimum of 30 hours per week or 1560 hours per year. For teachers, 250 hours are added to their annual hours to account for hours worked without pay such as renewing certifications, grading papers, etc.

i. Self-Employed - If self-employed, ~~hours of work must be documented to substantiate meeting the 30-hour per week / 1560 hours per year requirement. the business must meet the definition of a Local Business. Second, the number of work hours must be documented to substantiate meeting the Employment Requirement.~~ Since self-employment is often unique, different methods of verification may be used; however, a log of hours is required.- Reasonable annual income is the first method that will be reviewed. Other methods may include verification from vendors, employees, or other applicable methods.

- b. Employment Exemptions.
 - i. Military Service - Active military service in the U.S. Armed Services counts as employment in Teton County, Wyoming if that member of the household met employment criteria in Teton County, Wyoming for a minimum of two years prior to enlisting and if the individual has returned to employment for a Local Business withing sixty (60) days of terminating enlistment with the U.S. Armed Services.
 - ii. Caregiving.
 - a) Purpose. The purpose of this exemption is to allow hours worked as the primary caregiver of children or immediate family to be counted towards a household's

employment requirements as the household would otherwise be paying a daycare provider or other individual for the service, which increases the need for services, employees, and affordable workforce housing in Teton County.

b) Criteria. Hours worked as a caregiver may be counted towards a household's employment requirements under this exemption if the following criteria and conditions are met:

I. The caregiver is a full-time resident (resides a minimum of 10 months per calendar year) of Teton County, Wyoming or Teton County, Idaho or Lincoln County, Wyoming.

II. The caregiver is an adult in the household.

III. The caregiver is the primary caregiver for:

1. Children under the age of twelve (12) who are members of the household; or

2. An immediate family member residing in Teton County, Wyoming who is unable to care for themselves and/or cannot be left alone due to a serious mental or physical disability, or illness such that they require a permanent or long-term caregiver.

IV. No other adult in the household is available to provide care at that time because they are working at a verifiable place of employment.

V. No more than 6 hours a day may be counted.

VI. Hours worked during no more than 5 days per week may be counted.

VII. No more than 30 hours per week may be counted per household.

VIII. Hours may not be counted for providing care to school aged children during times when the school in which the child is enrolled is in session.

IX. Hours providing care for children who are being officially home schooled will be verified by the Housing Department on a case-by-case basis. Households undergoing qualification for Restricted Housing who wish to have hours counted towards employment requirements under this caregiver exemption must have the exemption approved by the Housing Department prior to the start of a Drawing Process.

X. Hours shall not be counted for children in the household 12 and older unless they have been approved for homeschooling hours by the Housing Department, have a long-term illness, are disabled, or need long term care for some other reason that renders them unable to care for themselves.

a)c) Verification. Documentation will be required to verify and substantiate caregiver hours under this exemption which may include birth certificates, letters from health care provider, court orders, and affidavits from employers, family members, and neighbors. The Housing Department has the discretion to determine whether caregiving hours will be allowed to be counted towards employment requirements based upon its review of the documentation and circumstances.~~ver — Work as a caregiver counts as an employment exemption if the following criteria are met:~~

~~b) Full time Resident — The caregiver is a full time resident of Teton County, Wyoming; Teton County, Idaho; or Lincoln County, Wyoming.~~

~~c) Duration and Timing of Caregiving — The caregiver was or is volunteering all or a portion of their time caring for their own children or an ailing or disabled immediate family member and, therefore, was unable to gain full time employment in Teton County. Verification will be required using varying methods including but not limited to birth certificates, letter from health provider, and affidavits from family members or neighbors.~~

d) ~~No more than eight (8) hours per day between 8:00 a.m. and 5:00 p.m. may be counted. Hours may not be counted during periods when another person is available to be the caregiver (spouse or other adult family member). Hours during the times school aged children are attending school may not be counted unless the children are being officially home schooled.~~

~~iii. Secondary School Attendance - Secondary education counts as an employment exemption if other employment criteria were met in Teton County, Wyoming at least two (2) years immediately prior to seeking secondary education.~~

~~iv. Hospitalization - Hospitalization counts as an employment exemption if the hospitalized member of the household worked in Teton County, Wyoming at least two (2) years immediately prior to becoming hospitalized.~~

4. Financial Ability - The Household must qualify without a cosigner for a loan through an institutional lender to purchase an Affordable-restricted ~~h~~ Housing Unit. Workforce units are allowed a cosigner with the approval of the Housing Department.

i. College-Aged Children - The income of adult children who are both under the age of 25 who are members of the household and who are attending college will not be counted. Income of adult children who are members of the Household over the age of 25 will be counted.

ii. Business Income - Gross income is used minus cash expenses. Examples of non-cash expenses that are prohibited deductions include but are not limited to depreciation, travel, meals, entertainment, and business use of the unit.

~~iii. Household Members - All individuals who are intending to occupy the unit must be included on the application. All adults who will be occupying the unit must include income and assets on the application except children of intended members of the Household that are under the age of 25 and Attending College. not attending college and/or age 25 or older must include income and assets on the application.~~ For Affordable units, adults not listed on the application may not reside in the unithome within the first year and may not reside in the restricted unit thereafter ~~and~~ without prior approval from the Housing Department. For Workforce units, additional adults may reside in the unithome at any time, but the household must qualify and have approval from the Housing Department. No approval will be given to either Affordable or Workforce owners without all adult occupants signing an Occupancy Agreement. For Affordable units, divorces must be finalized prior to closing on the unithome. For Workforce units divorces are not required to be finalized, and applicants are allowed to apply without their spouse, and the spouse's income/assets, etc. will not be counted.

iv. Residential Rental Income - All income from residential real estate will be counted toward Household income. All expense deductions are prohibited.

v. Local Income - Local Income is an income earned from employment compensation of self-employment from a Local Business. Child support and local retirement income may also be counted as Local Income.

~~iii-~~vi. Non-Local Income – Non-Local Income includes, but is not limited to, the following: Dividends; Income from a party that does not meet the definition of Local Business; Child

support, except for child support being paid by a person working for or self-employed with a Local Business if it can be demonstrated and verified; Alimony; Rental Income; Retirement, except if the person receiving the retirement income is over the age of 62 or the retirement income is from being fully vested in a pension plan associated with past employment with a Local Business. If either the age of the recipient or the status of the pension plan can be demonstrated and verified, the income will be deemed Local Income; Social Security; Disability; Unemployment; All consistent sources of income not from a Local Business.

...

d. Co-Signers and Guarantors

- i. Affordable Units - Cosigners and Guarantors are prohibited when a Household is purchasing Affordable Units.
 - ii. Workforce Units - Cosigners and Guarantors are allowed when a Household is purchasing Workforce Housing units with the approval of the Housing Department, which approval will only be granted when, a cosigner or guarantor is needed solely due to the buyer's lack of ability to afford the unit on their own. Cosigners and Guarantors are prohibited from being on title to the Housing Unit.
- ...

4. Homebuyer Education - Completion of the Homebuyer Education course is required to meet eligibility criteria to enter a weighted drawing for a restricted housing unit ~~and/or~~ purchase a restricted housing unit. The required course is ~~offered by~~ available through the Wyoming Housing Network or another Housing Department approved organization. The financial counseling offered after the completion of the homebuyer education course is encouraged but not required.

(Ord. ____ § 1, 2022; Ord. 1291 § 1, 2021; Ord. 1260 § 1, 2020; Ord. 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 W

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1292, 1261, 1242, AND 1195 AND SECTIONS 16.10.400(B)(1), 16.10.400(B)(2), 16.10.400(B)(4), 16.10.400(C)(2)(g), AND 16.10.400(D) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS WEIGHTED DRAWING 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. 1292, 1261, 1242, and 1195 and Sections 16.10.400(B)(1), 16.10.400(B)(4), 16.10.400(B)(2), 16.10.400(C)(2)(g), and 16.10.400(D) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.400 Weighted Drawing.

- ...
1. Employment - ~~Each Household must meet the Employment Requirement herein. At least one member of a household must be employed full time in Teton County at a local business. Full time employment is defined as at least one thousand five hundred sixty (1,560) hours per year or an average of at least thirty (30) hours per week. Employment exemptions found in Section 16.10.300.B. Qualifications apply.~~
 - a. Interruption of Employment - Interruption of employment will be allowed in special circumstances if other employment criteria are met in Teton County, Wyoming at least two (2) years immediately prior to the interruption of employment. Interruption of employment will only be allowed for a maximum period of ~~two-five (52)~~ years. Points will not be given for the time period during the interruption of employment. Points will be given for years employed full-time at a local business immediately prior to the interruption of employment. To obtain points for prior employment, a household must have reestablished full-time employment at a local business within one (1) month ~~upon of~~ termination of the reason for the interruption of employment. Reasons for allowed interruption of employment and must have met the Employment Requirement for one entire year upon reestablishing compliance with the Employment Requirement. The only reasons a Household's employment may be interrupted are include: caring for a sick or disabled immediate family member, attending post-secondary school, and hospitalization. Verification Appropriate documentation verifying to the satisfaction of the Housing Department permitted interruption of employment include but are not limited to, a letter from a health care provider, or school transcripts, and will be required to obtain points for prior employment. ~~of the reason for interruption of employment will be required to obtain points for prior employment.~~
 - ~~2. Additional Points.~~
 - ~~3.~~
- ...
4. No Qualified Entries - After a weighted drawing where no qualified entries exist, the unit will be offered again in a weighted drawing. If the unit has minimum occupancy requirements, it will be open to households in the next tier of the minimum occupancy requirements. If there are no minimum occupancy requirements or if after offering the unit again in a Weighted Drawing there are still no

qualified entries, the unithome will be offered first come, first served. The first ~~Q~~qualified household to submit a complete application will have the opportunity to purchase. First come Qualified households will be allowed to make an offer on the unithome. In the case an offer is made that is less than the Maximum Resale Price, the ~~owner-seller~~ may accept the offer or make a counteroffer. The prospective buyer Household then has the opportunity to accept the Seller's counteroffer or issue a counteroffer. If made, the Seller can accept or counteroffer a second time. As long as there is not another Qualified Household in line, the first Qualified Household can continue to make counteroffers until the Seller accepts. If there is another Qualified Household in line, the first Qualified Household is limited to accepting the Seller's second counteroffer or rejecting it. If the Seller's second counteroffer is rejected, the second Qualified Household will have the opportunity to make an offer, but it must be more than the first Qualified Household's highest offer. This process will continue until an offer is accepted by the Seller or the Seller withdraws its Letter of Intent to Sell. Notwithstanding the foregoing, the Housing Department may make a different determination if the owner is in default and/or if the sale is a forced sale, or reject the offer. The Housing Department may make a different determination if the owner is in default and/or if the sale is a forced sale.

- ...
- g. Credit Report – A full credit report or an equivalent, as such may be determined by the Housing Department ~~is may be~~ required and must include a credit score along with data from all accounts.
- ...

- D. Notice to Selected Household - Upon receipt of the Weighted Drawing results, the Housing Department will notify the Household chosen first in the drawing. The Housing Department will use the contact information given in the Household's Intake Form to contact the Household. The Household will have five (5) business days to respond to the Housing Department. If there is no response from the Household within five (5) business days, the Household drawn second in the drawing will have the option to purchase, under the same circumstances as the first. The process continues until a Household provides the requisite response within the five (5) business days. The Housing Department may simultaneously notify the Households drawn first, second, and third in the drawing for purposes of speeding up the purchase process, however, the timelines for response outlined above will be maintained. Households that may be out of town at the time of a drawing or unable to be reached are encouraged to notify the Housing Department and make necessary arrangements in case they are drawn in a drawing for which they have entered.

(Ord. ____ § 1, 2022; Ord. 1292 § 1, 2021; Ord. 1261 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 X

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1296, 1294, 1293, 1262, 1263, 1242, AND 1195 AND SECTIONS 16.10.500 AND 16.10.6500 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS PURCHASE AND SALE STANDARDS 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. 1296, 1294, 1293, 1262, 1263, 1242, and 1195 and Sections 16.10.500 and 16.10.600 the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.500 Sale and Resale Standards.

- A. Applicability - Each restricted housing program dictates both the initial sales price and the maximum resale price. The restrictions for each unit should be consulted for exact details.
 - a. Affordable Housing Program - For the Affordable housing program, these Housing Department Rules and Regulations set out how to determine both the initial sales price and the maximum resale price.
 - b. Employment-Based Housing Program - The initial sales prices and maximum resale prices for Employment-Based housing units are determined by these Housing Department Rules and Regulations.
 - c. Workforce Housing Program - The initial sales prices for Workforce housing units are negotiated between the owner and the buyer. After the initial sale, the value will appreciate according to the Denver-Aurora-Lakewood CPI with a maximum of 3%. If the Denver-Aurora-Lakewood CPI no longer exists, another similar index will be used.
 - d. Attainable Housing Program – The Attainable housing program does not place limits on sale or resale prices, but buyers still must meet the qualification and eligibility rules laid out in Section **16.10.300**. Qualification and Eligibility.
 - e. Other Programs – For other restricted housing units, the property's restrictions clarify how the sale and resale prices are configured.
- B. Maximum Sales Price - The Housing Department updates the maximum sales prices for Affordable housing units obligated by the LDRs on April 1st of each year. The maximum sales prices are available on the Housing Department's website or at the Housing Department. The methodology listed below shall determine the maximum sales prices. The intent of the maximum sales prices is to ensure initial and long-term affordability.
 - a. Median Family Income - Each year, the U.S. Department of Housing and Urban Development (HUD) releases Median Family Income figures for Teton County, Wyoming. The Housing Department uses this data to determine household incomes for the applicable restricted housing units based on number of bedrooms and persons per bedroom.
 - b. Household Size - The Household Size for determining maximum sales price is based on number of persons per bedroom in the applicable restricted housing unit.
 - c. Affordability Range - The household income for the applicable restricted housing unit is set at the middle of the affordability range to ensure affordability. For example: the income range for affordability range 3 is 81% - 120% MFI; therefore, an income of 100% MFI would be used in calculating the maximum sales price.

- d. Percentage of Income - The national standard for household affordability is that a household does not pay more than 30% of its gross income toward housing costs. Therefore, monthly payments (including principle, interest, taxes, insurance and HOA dues) cannot exceed 30% of the Median Family Income for each affordability range.
- e. Maximum Sales Price Calculation - The maximum sales price for a restricted housing unit is determined by calculating 30% of a qualifying household's income, using the following assumptions:
 - i. Loan Principal and Interest - 22% of household income covers principal and interest.
 - ii. HOA due, taxes, and insurance - 8% of household income covers HOA dues, taxes, and insurance.
 - iii. Mortgage assumptions - Assumptions for the mortgage include: 30-year mortgage, 5% down payment, 20-year rolling average interest rate for a qualifying household earning the median of the applicable income category.
- f. Potential Variability of Maximum Sales Price.
 - i. Below grade or no garage - The maximum sales prices will be lower if the unit is below grade, or if there is no garage.
 - ii. Housing Department Option to Purchase - If an owner is determined to be in default of their restrictions, the Housing Department will have the option to purchase the property for a purchase price equal to the maximum resale price or the appraised value, whichever is less, subject to the Housing Department's ability to limit appreciation and/or reduce proceeds, and on such other terms as are provided in the restrictions.
 - iii. Stopping appreciation - If an owner is found to be in default of their restrictions, the Housing Department may cease the appreciation of the property when determining the maximum resale value beginning on the known date the owner began being in default.
- C. Maximum Resale Price - The intent of the maximum resale price is to ensure long-term affordability of the restricted housing units at resale. The maximum resale price (MRP) shall be the original purchase price (OPP) with the following adjustments:
 - a. Appreciation 3% or Denver-Boulder-Greeley CPI - Appreciation of the value of the restricted housing unit is based on the Denver-Boulder-Greeley CPI each year capped at 3%. The latest published numbers for Quarter 2 and Quarter 4 of each year will be used unless the deed restrictions or ground lease specifically reference an alternative appreciation method or no measured appreciation.
 - i. The following standards apply:
 - 1. Date of purchase is defined as seller's original closing date (date seller purchased the restricted housing unit). If the closing date is on or after the 15th of the month, the month is not counted for prorating the value. If the closing date is before the 15th of the month, the entire month is counted.
 - 2. Three (3) months will be added to the date that the "Letter of Intent to Sell" is received and will be considered the estimated closing date.
 - 3. If the Letter of Intent to Sell is received on or before the 15th of the month, the entire month is counted. If the "Letter of Intent to Sell" is received after the 15th of the month, the month will not be counted. Each eligible whole month will be prorated.
 - ii. Denver-Boulder-Greeley CPI - The CPI used to calculate maximum resale prices in some restrictions is the Denver Boulder Greeley CPI. New figures are published by the Colorado Department of Labor and Statistics twice a year, normally in March and August. In calculating the allowed maximum appreciation of a [unit](#), the latest reported figure will be averaged with the other reported figure for the year and used up to the

date new figures are released. Once a Facilitation Agreement has been signed, new figures will not affect the maximum resale price. If the Denver Boulder Greeley Colorado CPI ceases to exist, a comparable index will be used.

- iii. Northwest Wyoming Cost of Living Index - The NWCLI figure used to calculate maximum resale prices in some ground leases is obtained from the Wyoming State Division of Economic Analysis and is calculated with All Items minus Housing. It is updated quarterly and released generally in June for the First (1) Quarter, October for the Second (2nd) Quarter, December for the Third (3rd) Quarter and March for the Fourth (4th) Quarter. The latest reported figure will be averaged with the other reported Quarters of the year and will be used up to the date the new figures are released. Once a Facilitation Agreement has been signed, new figures will not affect the maximum resale price. If the NWCLI ceases to exist, a comparable index will be used.
- iv. Appreciation Rate of 2.5 Percent - The appreciation rate of 2.5% found in some restrictions is not based on an index. Rather, it is based on an analysis of incomes over 20 years, where it was found that incomes rose on average by 2.5% per year.
- b. Cost of Actual Capital Improvements - Restricted housing units that have deed restrictions or ground leases allowing for improvement credits can add the value of these improvements to the appreciated value to calculate the MRP based on the following.
 - i. Credit for capital improvement expenditures on the restricted housing unit given at resale will be no more than 10% of the OPP of the [unit](#) except where the Housing Department has determined otherwise. All capital improvements must be pre-approved by the Housing Department and properly permitted and inspected by the Town of Jackson or Teton County Building Official. Approval/disapproval must be determined prior to actual construction to be considered at time of sale. Improvements done without prior approval will not be considered for capital improvement credit. It is the owner's responsibility to secure any approval necessary from the restricted housing unit's Homeowners Association and obtain any necessary permits prior to undertaking any Capital Improvement.
- c. Depreciated Costs of Capital Improvements - The depreciated costs of Capital Improvements can be added to the appreciated value to calculate the MRP, so long as they do not exceed ten percent (10%) of the OPP or as determined by the Housing Department on a project-specific basis. All capital improvements will be depreciated as applicable according to the National Association of Home Builders/Bank of America Home Equity Study of Life Expectancy of Home Components or a similar resource.
- d. Maintenance Adjustment - Households are required to keep restricted housing units in a properly maintained state. Housing Department staff and/or a third-party inspector hired by the Housing Department will inspect the property after receiving the "Letter of Intent to Sell" from the owner. The inspector will provide an inspection report to the Housing Department. The Housing Department may require the owner to repair or replace items on the inspection report. The buyer also has the opportunity to inspect the property and provide the Housing Department with a list of items. If required repairs, replacement, or cleaning are not made by the owner prior to the Housing Department's final walkthrough two (2) business days before closing, the Housing Department will estimate the costs at its sole discretion, and an adjustment may be made to the seller's proceeds or to the maximum resale price. These funds will either be given to the buyer to make the repairs or held by the Housing Department at the Housing Department's sole discretion. If funds are given to the buyer, the buyer will be expected to make the repairs on their own. If the repairs are not made, the buyer will be charged when they sell the [unit](#). If the Housing Department holds the funds, the buyer will be reimbursed based on receipts received from the buyer. If any funds remain after the repairs are completed, they will be released to the seller.

- e. Other Costs - Any additional costs allowed by the Housing Department pursuant to the policies in effect on the date of the restricted household's "Letter of Intent to Sell."
- D. Selling Procedures - All restricted housing units shall be sold in accordance with applicable restrictions and/or these Housing Department Rules and Regulations as determined by the Housing Department, Town and/or County, which may vary depending on the specific housing program under which the restricted housing units were created.
 - a. Letter of Intent to Sell - The seller shall submit a completed Letter of Intent to sell form to the Housing Department to begin the selling process. The form can be found on the Housing Department's website or can be obtained from the Housing Department. The Housing Department staff will set up a meeting with the seller to review the selling process and the seller documents. The Letter of Intent must be submitted and the meeting with the seller must occur the week prior to the beginning of the weighted drawing entry period. See section 4. The seller shall be given the option to choose the Title Company. If the seller has no preference, the Housing Department will choose the Title Company. If the seller decides not to sell the unit after submitting the Letter of Intent to sell, the seller must reimburse the Housing Department for any costs the Housing Department has incurred. Once the contract has been signed by buyer and seller, both parties are legally bound by the contract.
 - b. Facilitation of Sale - The Housing Department facilitates the sales of restricted housing units to accomplish the sale according to the instructions in the Ground Lease/Deed Restriction and to provide a transfer to a Qualified Household. Specifically, the Housing Department facilitates sales of Affordable housing units, Employment-Based units, Workforce housing units, and Accessory Residential Units. Sellers will be required to enter into a Facilitation Agreement with the Housing Department to sell their unit. The Facilitation Agreement must be executed prior to advertising the unit for sale through a weighted drawing process.
 - c. Maximum Resale Letter - The resale price of the restricted housing unit shall be calculated according to its restriction and stated in the "Maximum Resale Letter." Maximum resale prices will be rounded to the nearest dollar. An official copy will be mailed, or hand delivered. A copy can be requested from the Housing Department by email or fax. The Maximum Resale Price shall be the only exchange of value between parties to any sale of the restricted housing unit. Any exchange of value outside the allowed sale price shall invalidate the sale.
 - d. Facilitation Fee (2%) - At the closing of the sale, the seller will pay to the Housing Department a fee equal to two percent (2%) of the sales price, unless otherwise instructed in the deed restriction, for facilitation services. The Housing Department may instruct the Title Company to pay such fees out of the funds held for the seller at closing. The Housing Department may also waive the fee, or a portion thereof, in its sole discretion.
 - e. Cost of Declining Initiated Sale - If the seller decides not to sell the restricted housing unit at any point before closing, the seller will be responsible for all advertising and/or other costs associated with listing the unit for sale.
 - f. Viewing of Unit - Once the weighted drawing is completed, the first household drawn will be contacted by the Housing Department and a time set up to view the unit. This viewing shall occur within five (5) business days of the household being notified that they were selected first in the drawing. The household will have two (2) business days to respond to the Housing Department's efforts to contact them to notify them that they were selected. A phone call and an email will be sent to the household. If there is no response, the Housing Department will move on to the next household drawn. The seller is required to make the restricted housing unit available with reasonable notice on a minimum of two (2) occasions to show the property to the selected household prior to going under contract.
 - g. Inspection - The Housing Department will order a third-party inspection to be done on the unit by a qualified home inspector. The inspection information/report is for the use of the Housing Department and will not be released to any buyer. Buyers shall have the option to order their

own inspection to be done on the [unit](#). It is the Housing Manager's sole discretion as to whether items found by an inspector will be required to be repaired. A list of items required to be repaired will be given to the seller by the Housing Department. The seller is expected to have the items completed no later than three (3) business days prior to the closing date.

- h. Complete Application - The household shall have five (5) business days from the day they are notified that they were selected first in the drawing to submit a complete application to the Housing Department. The Checklist for Complete Application and Application form can be obtained from the Housing Department's website or from the Housing Department. The Housing Department reserves the right to request additional documentation when verifying a Household's eligibility and qualification. If for any reason the buyer cannot close within three (3) weeks of the seller's timeline, the seller may choose to move on to the next household drawn.
- i. Qualification - The Housing Department shall review the application and supporting documents and calculate income, assets, and hours worked to verify eligibility and qualification. This process normally is complete within five (5) business days of receiving the application. However, it may take longer in unique circumstances. Once the Housing Department completes the review and verification of eligibility and qualification, the applicant is notified of approval or denial. If the applicant does not qualify, the next household drawn in the weighted drawing will be notified and the process will start over.
- j. Qualified Household Meeting - When the Housing Department has identified a qualified household who wishes to move forward with the purchase of the [unit](#), the qualified household will have five (5) business days to attend a meeting to review the purchase process and purchase documents, which include the Contract for Purchase and Sale of Residential Real Estate or Residential Improvements in the case of a Ground Lease and the buyer's Facilitation Agreement. The applicant has five (5) business days from the meeting day to review and execute the purchase documents and return them to the Housing Department with earnest money as called for in the Contract. If the contract is not signed and returned within five (5) business days, the next household selected in the drawing will be notified and given the option to purchase the [unit](#) if qualified. The seller shall be notified immediately upon receipt of the signed contract and earnest money to execute the contract. The seller shall have two (2) business days to return the signed contract or the closing may be delayed. A copy of the contract and the earnest money are then delivered by the Housing Department to the Title Company.
- k. Final Walk Through - The seller shall be notified immediately upon receipt of the signed contract and earnest money to execute the contract. The seller shall have two (2) business days to return the signed contract, or the closing may be delayed. A copy of the contract and the earnest money are then delivered by the Housing Department to the Title Company. A final walk through will occur generally two (2) business days prior to the closing date. If the Housing Department finds maintenance or repair items that have not been completed, the Housing Department will estimate the costs of the maintenance/repair items and funds will be withheld from the seller's proceeds to cover the costs.

E. Capital Improvement Standards.

- a. Approval Required - Owners must receive written approval from the Housing Department prior to beginning the work in order to receive credit for the capital improvement. To obtain approval, the "Request for Capital Improvement" form must be submitted along with estimated costs and drawings and/or plans and a narrative of the work to be done. Once the improvement is complete, copies of all receipts for materials and labor must be given to the Housing Department. No credit will be given for sweat equity.
 - i. Capital Improvement Request Fee - Applicants for Capital Improvement requests will be charged a fee by the Housing Department in accordance with the Housing Department Fee Schedule.

- b. Workmanlike Manner - All improvements whether approved Capital Improvements or other must be built in a workmanlike manner, and according to Town of Jackson or Teton County building codes. All required permits and completion releases must be obtained from the Town or County. Any owner that does capital improvements without obtaining the proper permits or if it is determined at the Housing Department's sole discretion that the improvements have not been done in a workmanlike manner may be required to make repairs or remove the improvements and return the [unit](#) to its original condition.
- c. Approved Capital Improvements - A Capital Improvement is an improvement done to the [unit](#) for which the owner can receive credit. The capital improvement requires an expenditure that either increases the value of the property or extends its life expectancy but is not a luxury item. The term "approved capital improvement" shall only include the following:
 - i. Fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
 - ii. For the benefit of seniors and/or handicapped persons;
 - iii. Health and safety protection devices (including radon);
 - iv. Adding and/or finishing of permanent/fixed storage space;
 - v. Finishing of unfinished space;
 - vi. Landscaping; Adding trees, shrubs, lawn, patio, walkways, or sprinkler systems;
 - vii. Decks and balconies, and any extension thereto;
 - viii. Partial credit may be given for upgrade improvements that will increase the life of the component as compared to the original product or increase the long-term affordability of the [unit](#).
- d. Improvements Not Approved for Credit - Approved capital improvements shall not include the following:
 - i. Jacuzzis, saunas, steam showers and other similar items;
 - ii. Upgrades or addition of decorative items, including lights, window treatments and other similar items;
 - iii. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit, unless replacement is shown to improve the lifespan of the component or the long-term affordability of the restricted housing unit;
 - iv. Repair and Maintenance Items – a repair or maintenance item is an expenditure that restores a property to a sound state.

F. Resale and Transfer Limitations.

- a. Transfer of Title - Transfer of title is not allowed unless approved by the Housing Department. To apply for approval, owners need to complete the Housing Department's "Request for Transfer of Ownership (Title)" form and submit it to the Housing Department along with a fee in accordance with the Housing Department Fee Schedule published annually, which covers legal and recording fees. In some cases, a complete application will be required to be submitted for qualifying purposes.
 - i. Divorce - In the event of the divorce of an owner, the Housing Department may consent to the transfer of the residential unit to a spouse of an owner, which spouse may not otherwise qualify as a qualified household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.
 - ii. Death.
 - 1. Nonqualified Transfer on Death - In the event of the death of an owner, the Housing Department may consent to the transfer of the residential unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise

qualify as a qualified household only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

2. Qualified Transfer on Death - In the event of the death of an owner, a qualified transferee must meet Occupancy, Use, Qualification and Eligibility criteria in accordance with these "Housing Rules and Regulations" within 90 days of the transfer of title.
- iii. Nonqualified Transferee - If title to the restricted housing unit vests in a nonqualified transferee, as defined in these Housing Department Rules and Regulations Section **16.10.500.B**. Qualification, the restricted housing unit shall immediately be listed for sale in accordance with the restrictions and the Housing Department Rules and Regulations. The following shall apply when the Housing Department determines there is a nonqualified transferee:
 1. Cooperation with the Housing Department - A nonqualified transferee shall cooperate with the Housing Department to affect the sale, conveyance or transfer of the restricted housing unit to a qualified household (or the Housing Authority in the event of its exercise of its option to purchase) and shall execute any and all documents necessary to such sale conveyance or transfer.
 2. Compliance with Restriction - A nonqualified transferee shall comply with the restrictions, the Housing Department Rules and Regulations, and all other covenants regulations, ordinances, statutes, laws, or rules governing the ownership, occupancy, use, development or transfer of the restricted housing unit, and further may only occupy the restricted housing unit with the prior written consent of the Housing Department.
- b. Trusts - Restricted housing units may not be put into any type of a trust. This is the equivalent of transferring ownership, and trusts are not qualified to be the owner of a restricted housing unit. If a restricted housing unit is placed in a trust illegally, the trust is a Non-qualified Transferee and will be handled as such.
- c. Nontestamentary Transfer on Death - A "Nontestamentary Transfer on Death" deed is allowed to be recorded on restricted housing units. Applicant for a Nontestamentary Transfer on Death will use the Housing Department's Form and pay a fee to the Housing Department in accordance with the "Housing Department Annual Fees" schedule. The Form will include the following:
 - i. Beneficiary - It conveys an interest in real property to a beneficiary designated by the owner and states the deed is effective upon the death of the owner.
 - ii. Subject to Encumbrances - It must be subject to all other encumbrances on the property to which the owner was subject to during their lifetime, including the Restrictions on the property.
 - iii. Approval by Housing Department - The Housing Department must approve the document before recordation.
- d. Title - Applicants and Co-applicants are required to be on title to the [unit](#) or sign an Occupancy Agreement. Additions and removal of names on the title constitute a transfer of title. The Housing Department must approve all transfers of title. Transfers of title without the consent of the Housing Department constitute Default.
- e. Occupancy Agreement - All adults who are not on title and occupy any restricted housing unit for more than 30 cumulative days in a calendar year, except for children under the age of twenty-five (25) Attending College, must sign an Occupancy Agreement along with the Owner. Situations that require an Occupancy Agreement include but are not limited to marriage, a significant other moving in, a friend moving in, renter etc. Individuals who sign an Occupancy Agreement will be considered a member of the Household and will be included in annual re-qualifications and check-ins.

- f. Occupancy Affidavit - Owners of Affordable units may allow other adults to occupy their unit after one year of ownership with approval from the Housing Department. Owners of Workforce units may allow other adults to occupy their unit anytime after closing on the purchase with approval from the Housing Department. One person households purchasing Affordable Units will be required to sign an Occupancy Affidavit at closing affirming that no other adults will occupy the unit for a minimum of one year. All adults not on title who occupy a restricted housing unit will need to sign an Occupancy Agreement.

G. Other Sale and Resale Standards.

- a. Privity to Purchase and Sales Agreement - Sellers and buyers shall provide a copy of the "Purchase and Sale Agreement" to the Housing Department. All financial information shall remain confidential, except as follows:
 - i. Public Records - Any document that would customarily be a matter of public record in the public records of Teton County, Wyoming, and is subject to the Wyoming Public Records Act.
 - ii. Weighted Drawing Positions - The names and positions of all persons who have participated in any Rental Weighted drawing held under these Housing Department Rules and Regulations.
 - iii. Freedom of Information Act or Wyoming Public Records Act - Any other information, which a court of competent jurisdiction rules must be released under the Freedom of Information Act or the Wyoming Public Records Act.
 - iv. Audits - In addition, the Housing Department may allow access to personal and private information to any person or entity undertaking an independent audit of the records kept under these Housing Department Rules and Regulations, provided that such person or entity agrees to be subject to this confidentiality provision.
- b. Independent Legal Counsel - All sellers and buyers of restricted housing units are advised to consult independent legal counsel to examine all contracts, CC&Rs, deed restrictions, agreements, affidavits, closing statement, title documents, etc. The retention of such counsel, or related services, shall be at the seller's and buyer's own expense. The sellers and buyers and/or their attorneys will not be allowed to make changes to Housing Department documents. A "Buyer's Acknowledgement" form will be required to be signed prior to closing acknowledging recommendation to obtain legal counsel. The "Buyer's Acknowledgement" form will be provided to the buyer for review prior to closing.
- c. Title Company - The Housing Department advises sellers to use a title company and escrow agent located in Jackson, Wyoming to close the transaction because of their expertise with the Housing Department's restricted housing programs and their unique and technical closing documents. The seller and buyer shall authorize the Housing Department to review the "Settlement Statement" prior to closing. Sellers can select a title company and escrow agent of their choice. If no title company is indicated, the Housing Department will select one.
- d. Lenders.
 - i. Approved Lending Institutions - Borrowers are restricted to the following lending institutions licensed to engage in mortgage lending practices in the State of Wyoming:
 - 1. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which Institutional Lender are subject to direct governmental supervision; or
 - 2. A "community loan fund," or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or

3. A non-affiliated, legitimate, “finance company.” In no event shall such finance company be an individual or any company that is affiliated with or has any affiliation with the owner or any family member of the owner.
- ii. Required Down Payment and Loan to Value Ratio - The Housing Department requires that all buyers have at least 3.5% down payment on a purchase, and no refinance or second mortgage obtained after the original purchase is allowed to be higher than 95% loan to value.
- iii. Debt to Income Ratio - The total debt to income ratio for a household may not exceed 45%.
- iv. Qualified Mortgage - Lenders may submit a “Qualifying Mortgage” form to the Housing Department to have the mortgage deemed a “qualifying mortgage.” When submitting a qualified mortgage request, a copy of the title commitment and the Transmittal Summary (HUD Form 1008), or other documentation containing the same information, is required to be attached. The “Qualifying Mortgage” form can be obtained from the Housing Department or from the Housing Department’s website. For restricted housing units that do not have a measured appreciation, such as Attainable restricted housing units, an appraisal recognizing the restriction on the property is required. The Housing Department reserves the right to require additional information before approving a mortgage as a “qualifying mortgage.”
- e. Total Debt - Owners shall not incur debt, liens or other obligations secured by the restricted housing unit that exceed 95% of the Original Purchase Price of the unit and shall notify the Housing Department immediately when a change in the total of these secured obligations is anticipated. No second mortgages, including but not limited to [unit](#) equity lines of credit, shall encumber the restricted housing unit without advance approval by the Housing Department.
- f. Co-Ownership - Any co-ownership arrangement other than Joint Tenancy or Tenancy-In-Common must be approved by the Housing Department. All adults occupying the unit, with the exception of children under the age of twenty-five (25) attending college, must be on the title of the restricted housing unit or sign an Occupancy Agreement.
- g. Co-Signors - Co-signors are guarantors for payment of mortgage. If an exception to the “no co-signors” rule is granted, co-signors shall not occupy the unit. Co-signors are not co-owners, so they are not allowed on the title. No lien or security can be placed on the property besides the mortgage itself.
- h. Homeowners Associations - The restricted housing unit may be subject to a Homeowners Association (HOA). All owners of restricted housing units are required to pay HOA dues, and potential special assessments and fees if applicable, unless otherwise exempted. HOA dues may be substantial and are factored into the maximum sales price. Homeowners Associations frequently have interests and regulations, other than the Restriction, that affects the restricted housing unit. It is the owner’s responsibility to be aware of these interests and regulations. Failure of an owner to comply with the HOA Rules and Regulations or CC&Rs constitutes default of the Housing Department Rules and Regulations.
- i. Homeowners’ Hazard Insurance - Owners are required to keep hazard insurance on their [units](#) for 100% replacement cost. Since the [units](#) are subsidized, this amount could be more than the price of the [unit](#). Often times Homeowners Associations provide insurance. Depending on how much coverage the HOA provides, the owner may be required to provide additional insurance to guarantee complete replacement of the [unit](#). Ground lease properties are required to name the Jackson/Teton County Housing Authority as additionally insured.

H. Tenancy and Rental Standards and Procedures.

(Repealed Ord. 1262 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

16.10.550 Purchase Procedures.

- A. Selection of Qualified Household - A unique process applies for selecting each qualified household within each housing program. The following sections provide specific details regarding each housing program. The restrictive covenant should be consulted for exact details.
1. Weighted Drawing - In the event that the Housing Department receives one or more weighted drawing entry sheets at the maximum resale price from qualified households during the weighted drawing entry period, the buyer will be selected according to preferences set for that particular Housing Program. In the event no weighted drawing entry sheets are received during the weighted drawing entry period, the selection process would be determined either by a bid process or a "first come first served" process. The restrictions on the property clarify which selection procedure to use.
 - a. Errors - Every effort is made by the Housing Department to ensure fair and equitable lotteries. Lotteries are not drawn by the Housing Department. Housing Department staff compiles weighted drawing entry sheets with all eligible households included. The weighted drawing is drawn by outside counsel. On the rare occasion that an error is made in compiling or drawing of a weighted drawing, the error will be corrected and the weighted drawing will be re-drawn.
 2. Bid Process - If the restrictions require it, the qualified household submitting the highest bid price (not to exceed the maximum resale price) during the Bid Period shall have the first right to purchase the unit. The owner of the unit shall have the right to accept or reject the bid.
 3. Owner Selection - If the restriction permits, the owner of the restricted housing unit may be allowed to select the qualified household. Other than verifying that the qualified household meets the qualification and eligibility requirements for the restricted housing unit, the Housing Department shall not have any authority to choose the buyer of the restricted housing unit unless authorized by the owner.
 4. Attainable Housing Program Sale Procedures.
 - a. Listing of unit - When an owner wishes to sell an Attainable housing unit, they can either list the [unit](#) with a realtor or for sale by owner.
 - b. Letter of intent to sell - The owner of the Attainable housing unit is required to submit a "Letter of Intent to Sell" to the Housing Department before listing or advertising the unit for sale.
 - c. Advertising - The owners will be responsible for advertising their Attainable housing unit for sale with the exception that the Housing Department will advertise the unit on their website at no cost to the owner.
 - d. Sale price - There is not a maximum resale price for Attainable housing units. The owner will set the price with the understanding that the household who buys the unit will need to qualify under income, asset, and employment criteria. The price may be negotiated before entering into an agreement to purchase.
 - e. Purchase and Sale Agreement (Contract) - The buyer will be responsible for providing the "Purchase and Sale Agreement" at the time of making an offer to purchase an Attainable housing unit. The seller may make a counteroffer that includes changes to the "Purchase and Sale Agreement." The Attainable housing unit is under contract when an offer and/or a counteroffer is accepted and both the buyer and seller have signed it. The "Purchase and Sale Agreement" must contain a contingency that the Housing Department must verify that the buyer is "qualified" to purchase the Attainable housing unit. The Housing Department will not deem a buyer "qualified" until a contract has been executed by the seller and the potential buyer.
 - f. Housing Department Privy to Purchase and Sale Agreement - A full copy of the fully executed Purchase and Sale Agreement shall be provided to the Housing Department. All financial information shall remain confidential except as noted in Section 16.10.500.D.7.a. Privy to Purchase and Sales Agreement.

- g. Application for qualification.
 - i. Time of Submittal: The Attainable housing unit must be under contract before the buyer provides an application to the Housing Department.
 - ii. Time to Process: If the application is complete and thorough, the Housing Department will have a determination of qualification within five (5) business days of receiving the application. It may take longer if the Housing Department has to request further information from the applicant.
 - iii. Qualified Buyer Letter: Once the household is deemed to be “Qualified” to purchase the Attainable housing unit, the Housing Department will provide a “Qualified Buyer Letter” to the applicant. This letter will be used to verify to the seller and the title company that the household is qualified to purchase the unit.
 - iv. Closing: The closing date and time is set between the sellers, buyers, financial institution, the title company, and the Housing Department. The buyers will be required to sign a “Buyer’s Acknowledgement” at the time of closing. This document will certify that the buyers acknowledge receiving a copy of the restrictions as well as agreeing to allow the Housing Department to release the sales price of the [unit](#), and also agreeing to the Housing Department’s right of first option to purchase the unit in case of default by signing a Power of Attorney in Case of Default.
- B. Viewing of Restricted Housing Unit - The seller of the restricted housing unit will allow the potential buyer to view the unit to see that it meets their household’s needs. If the household decides to purchase the restricted housing unit, they will have the opportunity to inspect the unit further once it is under contract.
- C. Submit Application - The potential buyer will have five (5) business days to submit a complete application. The required Housing Department documents are available from the Housing Department or from the Housing Department website.
 - 1. Materials Included with Application.
 - a. Application - Housing Department Application for Restricted Ownership or Rental Housing. The Housing Department Application for Homeownership is a three (3) page form with an additional two (2) pages made up of a Certification and Oath section that will need to be signed by all applicants and notarized, as well as an Authorization to Release Information. A sworn statement of the facts contained in the application will be required including at least the following certifications:
 - i. That the facts contained in the application are true and correct to the best of the applicant’s knowledge.
 - ii. That the applicant has been given the standard application information packet by Housing Department Staff; and
 - iii. That the applicant, on the basis of the application presented, believes the Household qualifies to occupy the restricted housing unit in question according to the Special Restriction, these Housing Department Rules and Regulations, and all other applicable procedures.
 - iv. This Certification and Oath is required to be signed by all applicants and notarized. There are public notaries available at the Housing Department.
 - b. Lender qualification worksheet - A current Lender’s Qualification Worksheet (within one year of the date the Weighted Drawing begins) is required to be completed by a lending institution. The Lender’s Qualification Worksheet must be submitted to enter a Weighted Drawing. Lender’s Qualification Worksheets may not be faxed; they can either be emailed or submitted in person or mailed by USPS. The worksheet must reflect a loan amount and down payment amount that is equal to or greater than the sale price of the restricted housing unit.

- c. Credit report - A complete credit report (not more than one year old) is required to help Housing Department Staff determine if the Household is financially healthy and able to make payments on a mortgage. The credit report also helps determine debt to income ratios.
- d. Verification of Down Payment - An account statement or signed and notarized letter from someone supplying a gift, or other verification of funds for a down payment is required.
- e. Verification of Hours and Years Worked - "Affidavits of Employment," detailed check stubs, or other adequate proof of hours and years worked is required at weighted drawing entry to receive points in the weighted drawing. Affidavits are required to be completed, signed, and notarized by the employer. They may not be completed by the applicant. If hours or years worked cannot be verified, they will not be counted. Historical information for hours and years worked will be kept on file with the Housing Department. Information is required to be updated annually or if any changes occur.
- f. Power of Attorney in Case of Default - Buyers may be required to sign a "Power of Attorney in Case of Default" form appointing the Housing Manager of the Housing Department Attorney in Fact in the case of default and forced sale. The Housing Department may use other methods for remedying a default such as a mortgage against the property or a Quit Claim Deed held in Escrow, which would be agreed to at time of purchase.
- g. Federal Tax Returns - Signed federal income tax returns and all attachments (including W-2s and 1099s) and schedules for the last two (2) years for all adult household members are required. If there is self-employment, three (3) years of business and personal tax returns, along with a current "Profit and Loss Statement" and balance sheet, are required. The Housing Department uses tax returns to verify several different aspects of qualification such as but not limited to income, assets, residential homeownership, and sources of income.
- h. Additional Information - Additional information may be requested to determine eligibility or qualification status. This may include:
 - i. Verification of Household Net Assets - Household net assets are verified through tax returns, account statements, verification of deposits from financial institutions, and the NADA or Kelly Blue Book.
 - ii. Verification of Current Employment in Teton County - One or more of the following are needed to verify employment in Teton County:
 - I. Wage stubs;
 - II. Employer name, address, and phone number;
 - III. Contract for employment;
 - IV. "Affidavit of Employment" (Housing Department).
 - iii. Authorization to Release Information form signed by all adults in the household to obtain third party employment verifications.
 - iv. Verification of Completion of Homebuyer Education Course - At least one adult per household must complete the "Homebuyer Education Course." The required course is offered by the Wyoming Housing Network or if not available, another course approved by the Housing Department. This applies to all households regardless of whether they have owned a [unit](#) or not. This certification only needs to be completed once; however, if a household changes size and the adult who completed the certification is no longer a part of the household, it will need to be taken by an adult who is a part of the household. The Housing Department will keep a record of the certificate. It is encouraged that households keep a copy as well. The applicant must provide evidence of attendance of an approved

“Homebuyer Education Course” prior to purchase. This is required to be submitted at time of weighted drawing.

- v. Uniform Residential Loan Application - Applicants must provide a copy of the final “Uniform Residential Loan Application” at closing.
- vi. Occupancy Affidavit - No persons outside of the persons included in the household on the “Weighted Drawing Entry Form” and “Intake Form” at time of weighted drawing entry may be moved into the [unit](#) without express written approval of the Housing Department. Approval will not be given within twelve (12) months from closing on a [unit](#) for adults being added to the household. An Occupancy Affidavit will be required to be signed by buyers at or before closing. Any adult that is added to a household will be required to sign an Occupancy Agreement.
- vii. Accessible Unit Preference - Applicants that wish to be considered for accessible units must submit a Verification Form for Accessible Unit Preference.
- viii. Critical Services Provider - Organizations applying for critical services provider approval and their corresponding approved positions must gain approval before a critical service worker can gain points in a weighted drawing. The organization must complete a Critical Services Organization Application and submit it to the Housing Department. If the organization and positions are approved, a Supervisor Questionnaire must be completed by the applicant’s supervisor and submitted with the other required documents when entering the weighted drawing. All certifications must be completed for the position and a recommendation from the supervisor is required. The “Supervisor Questionnaire” will need to be updated every six months.
- ix. Birth Certificate for Children Under One (1) Year of Age - Applicants must provide the birth certificate for children less than one (1) year of age.
- x. Weighted drawing entry form - A Weighted Drawing entry form must be completed and signed and submitted when entering a Weighted Drawing according to Housing Department processes. Weighted Drawing entry forms may be submitted online, in person, or by USPS.

No incomplete Weighted Drawing entry forms will be accepted. This means that every blank must contain information, “N/A,” or a strikethrough so that the Housing Department knows that it was not overlooked.

The Housing Department is not responsible for receiving Weighted Drawing entry forms. It is the responsibility of the Household to confirm that the Weighted Drawing entry form was received, and the Household is entered in the Weighted Drawing

- xi. Intake form - All Households are required to complete the Online Intake Form. This form must be completed in its entirety before entering a Weighted Drawing. Any changes made to the form must be made prior to the opening of an Affordable Weighted Drawing the Household wishes to enter or the Household will be ineligible to enter the Weighted Drawing. Households may make changes to their Intake Form if applying for Workforce Housing. The Intake form must be updated annually to be eligible to continue to enter drawings.

- D. Verification of Application - To protect the interests of the community that has invested in the creation of Restricted Housing Units, the Housing Department verifies that information submitted on the Application is true and correct and may request additional documents to assist in this process. The Housing Department strives to complete verification within two (2) weeks of application submittal. Any

material misstatement of fact or deliberate fraud by the Household in connection with any information supplied to the Housing Department shall be cause for immediate expulsion from the application process and/or forced sale of the restricted housing unit.

- E. Verification of Qualified Household - The Housing Department verifies that each Household selected to purchase a restricted housing unit meets the qualification and eligibility requirements specific to the restricted housing unit.
- F. Qualification Letter - Once the Housing Department verifies that the Household meets the Qualification and Eligibility criteria for the particular restricted housing unit, it will issue a Qualification Letter to the buyer, a copy of which will be provided to the title company upon request.
- G. Purchase and Sale Agreement - Buyers must sign a "Purchase and Sale Agreement" within five (5) business days of the date of the Buyer Meeting with the Housing Department. Buyers will be given the five (5) business days to review the "Purchase and Sale Agreement" and are encouraged to get legal advice. Sellers and buyers shall make the Housing Department privy to the "Purchase and Sale Agreement." All financial information shall remain confidential as noted in the Purchase and Sales Agreement.
 - 1. Earnest Money - At time of signing the "Purchase and Sale Agreement," one thousand dollars (\$1,000.00) in earnest money will be required. The check is made out to the title company referenced in the Purchase and Sale Agreement.
 - 2. Closing Date - In most cases, the buyer has fifty (50) days to close on the property. The Closing Date will be agreed upon between the buyer and the seller and will be included in the "Purchase and Sale Agreement." The closing date will be the date the buyer takes possession of the restricted housing unit.
 - 3. Inspections - The buyer may perform inspections on the restricted housing unit commencing on the effective date of the contract until closing. However, the buyer will have 30 days from the effective date of the contract to notify the Housing Department of any objections to items found during inspections. Sellers shall make the restricted housing unit available for inspections. If the seller refuses to remedy the objection, the Housing Department will notify the buyer, and the buyer will have three (3) business days to give notice to the Housing Department of their intention, either:
 - a. Waiving the objection and proceeding to closing, or
 - b. Terminating the "Purchase and Sale Agreement."
 - c. Facilitation - Pursuant to Wyoming Statute §§33-28-101–124, the Real Estate License Act of 1971, the Housing Department is participating in the transaction as a facilitator without a Wyoming real estate license and in the performance of official duties.
 - d. Buyer's Acknowledgement - The buyers will be required to sign a "Buyer's Acknowledgement" at closing. This document will certify that the buyers acknowledge receiving a copy of the restrictions as well as agreeing to allow the Housing Department to release the sales price of the [unit](#). In addition, by signing this form, the buyer agrees to the JTCHA's right of first option to purchase the unit in case of default.
- H. Purchase by Housing Authority - The Housing Authority through the Housing Department shall have the option (Option) to purchase any restricted residential unit for which an owner desires to sell, an owner is forced to sell, or the residential unit is in default of their mortgage or in foreclosure.
 - 1. Owner desire to sell - In cases where the Housing Department desires to exercise their Option when the owner desires to sell their restricted residential unit, the Housing Department shall provide written notice to the owner of its election within thirty (30) days of receipt of Letter of Intent to Sell. Such notice shall include the purchase price and the timing for the closing of the purchase. The purchase price shall be the Maximum Resale Price as calculated by the Housing Department in accordance with the Special Restriction and the Housing Rules and Regulations or the appraised value, whichever is less. The seller shall not be required to pay a facilitation fee to the Housing Department. The Housing Department shall provide the contract and shall not be required to pay earnest money.

2. Owner is forced to sell - In cases where the Housing Department desires to exercise their Option when an owner of a restricted residential unit is found by the Housing Department to be in Default and is therefore forced to sell their restricted housing unit, the Housing Department shall provide written notice to the owner of its election within ninety (90) days of determination of Default. The notice shall include the purchase price and the timing of the closing of the purchase. The purchase price shall be the Maximum Sales Price as calculated by the Housing Department in accordance with the Special Restriction and the Housing Rules and Regulations. Notwithstanding the foregoing, the Maximum Sales Price will not include appreciation after the known date the owner went into default. This known date may be prior to the Housing Department's Notice of Default to the owner.
3. Foreclosure - In cases where the Housing Department desires to exercise their Option when the restricted residential unit is in foreclosure, the Housing Department must exercise the Option within ninety (90) days from the receipt of notification of a borrower Default of Mortgage or the property foreclosure.
4. Application of proceeds - Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:
 - a. FIRST, to the payment of any unpaid taxes.
 - b. SECOND, to the payment of any Qualified Mortgage.
 - c. THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting a Residential Unit which is not a Qualified Mortgage)
 - d. FOURTH, to the payment of the closing costs and fees.
 - e. FIFTH, to the two percent (2%) facilitation fee to the Housing Department.
 - f. SIXTH, to the payment of any penalties assessed against owner by the Housing Department.
 - g. SEVENTH, to the repayment to the Housing department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made in owner's behalf.
 - h. EIGHTH, to any repairs needed for the Residential Unit; and
 - i. NINTH, any remaining proceeds shall be paid to owner.
 - j. If there are insufficient proceeds to satisfy the foregoing, owner shall remain personally liable for such deficiency.
5. Appointment of Housing Department as Owner's Attorney-in-fact. - In the event the Housing Department exercises its Option or requires a forced sale, owner shall cooperate or irrevocably appoint the Housing Manager as such owner's Attorney-in-Fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance. Buyers of restricted units under these Rules and Regulations agree to this at time of purchase by signing the Buyer's Acknowledgment which is recorded in the office of the Teton County Clerk.

C. Business Option.

(Repealed by Ord. 1295 § 1, 2021)

(Ord. _____ §1, 2022; Ord. 1293 § 1, 2021; Ord. 1262 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

16.10.600 Rental Standards and Procedures.

- A. **Applicability** - All rental housing units administered by the Housing Department, including the Affordable Rental program (which includes legacy Employee housing units), the Workforce Rental program (which includes the legacy ARU program), and restricted ownership units who apply to rent a room in their unit are subject to these Housing Department Rules and Regulations, with the exception of units that are owned by Teton County or the Town of Jackson and used for housing their employees.
- B. **Housing Department Program Rental Standards and Procedures.**
1. **Affordability** - To ensure that the rents are affordable to households earning less than one hundred and twenty percent (120%) AMI for Affordable units, rents will be calculated using the following method (rents for workforce units are set by owner and have no cap):
 - a. **Standard of Affordability** - The standard for affordability provided by HUD is that no more than thirty percent (30%) of a household's income should be spent on housing costs. Included in this 30% are rent, property tax, water, sewer, gas and/or electric, and trash removal. One parking space is required at no charge to the tenant unless otherwise approved by the Town Council or Board of County Commissioners.
 - b. **Household Size for Rent Calculation** - For purposes of calculating rental rate only:

Studio:	1 person
One-bedroom:	1 person
Two-bedroom:	2 persons
Three-bedroom:	3 persons
Four-bedroom:	4 persons
 - c. **Calculation of Rent** - Monthly rent will be the lower income limit for each respective affordability range (specific to the number of bedrooms to determine household size), divided by 12, and multiplied by thirty percent (30%). Studio units may charge 80% of a one-bedroom unit. Dorm units may charge 75% of a studio.
 - i. **"Plus" Units** - \$50 will be added for "Plus" units. "Plus" units have extra floor area for offices, play areas, etc.
 - ii. **Lease Renewals** - The rent will be calculated each year and applied to a lease renewal. Tenants will be notified 3 months in advance of the new lease amount. The new calculation will also be applied for new households signing a lease.
 - d. **Qualified household** - Tenant Households must qualify under the housing program designated to each unit. Tenant Households will be required to re-qualify annually. Household income will qualify as long as it is below the income limit for the income range.
 - e. **Leases** - All leases are required to be approved by the Housing Department.
 2. **Primary Residence.**
 - a. **Occupancy Requirement** - Households shall physically occupy their [unit](#) full-time at least 80% of the term of their lease.
 - b. **Business Activity Restricted** - Households who rent a restricted housing unit shall not engage in any business activity in such dwelling, other than any [unit](#) occupation use permitted in that zoning district and as permitted in the Lease Agreement.
 - c. **No Guests for an Extended Period** - Households who rent restricted housing units shall not permit any adult guests over the age of 18 for periods in excess of 30 cumulative days per calendar year.
 3. **Eviction** - If a tenant Household is in default of their lease agreement, they may be evicted from the rental unit. The eviction process will be in accordance with Wyoming law and all applicable Wyoming Statutes.

4. Selection process - A unique process applies for selecting each qualified household within each housing program. The following sections provide specific details regarding the Housing Department-administered rental housing programs.
 - a. Weighted drawing - When an Affordable rental owned by the Housing Authority is available, tenants will be identified through the Weighted Drawing process. Applicants will submit a complete application, which will be kept on file for one-year (Affidavits of Current Employment will need updating after six (6) months). Weighted Drawing entries for drawings entered within the one year will only need to submit a Weighted Drawing Entry Form assuming a complete up to date application is on file with the Housing Department. A qualified Household shall be selected to rent according to the rules set forth in these Housing Department Rules and Regulations.
 - b. First come, first served - In the event no Weighted Drawing entries are received during the Weighted Drawing entry period, the selection process will be determined by a first come first served basis. The first qualified Household submitting a complete application will be allowed an opportunity to rent if eligible.
5. Complete Application - Each Household entering a Weighted Drawing to rent a restricted housing unit owned by the Housing Authority is required to submit a completed "Application for Restricted Rental Housing" or a "Weighted Drawing Entry Form. Weighted Drawing Entry Forms will only be accepted if a complete and up to date application is on file with the Housing Department. A certification page will also be signed by the applicant and notarized. In addition, an Authorization to Release Information is signed by the applicant, which allows the Housing Department to obtain banking information and any other relevant information. Application forms can be obtained from the Housing Department or from the Housing Department's website.
6. Verification of Selected Household - The Housing Department verifies that each Household selected to rent a restricted housing unit meets the qualification and eligibility requirements specific to the restricted housing unit.
7. Materials required - To determine that a Household desiring to rent a restricted housing unit meets all of the required criteria, the Housing Department will request all of the following for a complete application, which will be submitted at Weighted Drawing entry:
 - a. Housing Department Application for Restricted Ownership or Rental Housing - Completed and signed Housing Department Application for Housing.
 - b. Weighted drawing entry form - Completed and signed Weighted Drawing Entry Form.
 - c. Credit report - Full three-bureau credit report that reflects credit scores for all adult Household members dated no more than 30 days from submittal of application.
 - d. Federal income tax returns - Federal income tax returns and all attachments (including W-2s, 1099s) and schedules for the last two (2) years for all adult Household members.
 - e. Verification of Current Employment in Teton County- One or more of the following will be required for verification of Current Employment in Teton County includes:
 - i. Wage stubs.
 - ii. Employer name, address, and phone number.
 - iii. Contract for employment.
 - iv. Authorization to Release Information form signed by all adults in the Household to obtain third party employment verifications; and
 - v. If deemed applicable, the Housing Department may request the following be submitted with an application:
 - I. If self-employed, three (3) years of business and personal tax returns along with a current Profit and Loss Statement and balance sheet.
 - II. Verification Form for Accessible Unit Preference.

- III. Any other documentation that the Housing Department deems necessary to determine qualification, such as, divorce decrees, Social Security income, rental income, etc.
8. Verification of application - To protect the interests of the community that has invested in the creation of Restricted Housing Units, the Housing Department verifies that information submitted on the application is true and correct and may request additional documents to assist in this process. All financial information shall remain confidential, except that the Housing Department may provide information to the public concerning sales prices.
9. Qualification letter - After the Housing Department verifies that the Household meets the qualification and eligibility criteria for the restricted housing unit, it will issue a Qualification Letter to the potential renter within 10 business days.
- C. Private Owner Rental Standards and Procedures - To maintain the character of neighborhoods and respect the nature of the community, restricted ownership units are not allowed to be rented without prior approval from the Housing Department. This includes renting any portion of the dwelling, any room within the dwelling or the garage.
 1. Primary Residence - Owners of restricted housing units shall maintain the unit as their primary residence.
 - a. Occupancy Requirement - Households shall occupy their unit full-time at least 10 months out of each calendar year.
 - b. Business Activity Restricted - Households who rent a restricted housing unit shall not engage in any business activity in such dwelling, other than any home occupation use permitted in that zoning district and as permitted in the Lease Agreement.
 - c. No Guests for an Extended Period - Households who own restricted housing units shall not permit any adult guests over the age of 18 for periods in excess of 30 cumulative days per calendar year.
 - d. Leave of Absence - A one-year exception may be granted in cases of illness, short-term leaves of absence for education or training purposes, or other exigent circumstances with the advance written approval of the Housing Department.
 - i. Rental of Restricted Unit during Leave of Absence - If granted a leave of absence, the owner is allowed to rent the property according to these Housing Rules and Regulations.
 - e. Post Leave of Absence
 - i. Timing - After the restricted housing unit is rented for nine (9) months, owner will be required to notify the housing department in writing of either, (a) their intention to move back to the restricted housing unit upon expiration of the lease and/or the rent approval period; or (b) provide the housing department with a "letter of intent of sell" form, which will begin the selling process of the restricted housing unit.
 - ii. Choice to Sell- If the owner chooses to sell the restricted housing unit instead of returning when the lease expires, there will be no accrual of appreciation during the term of the rental (this does not apply to medical emergencies).
 2. Rental Procedures for Owner-Occupied Properties - The Housing Department may approve rental of space within owner-occupied Affordable, Employment-Based, and Workforce units when pressing circumstances exist. The owner must continue to occupy the unit, and the Housing Department must certify that the renter meets the qualification and eligibility standards. A fee will be charged along with the request as set forth in the Annual Schedule of Fees.
 - a. Requests to Rent during Leave of absence - Approvals for "Requests to Rent" are given at the sole discretion of the Housing Department's Housing Manager. Approvals to rent will only be given for a maximum period of one (1) year. Approvals to rent will only be given in unique and pressing circumstances.

- i. Medical Emergency Documentation - Medical emergencies applicable to a restricted housing unit owner will require documentation using the "Housing Department Medical Emergency Leave" form to substantiate the need to leave the area.
 - ii. Processing Fee - A fee will be charged to a restricted housing unit owner for a "Request to Rent." A separate "Annual Schedule of Fees" document that is updated annually and published by the Housing Department provides the processing fee amount.
- b. Qualification and Eligibility of Tenants.
 - i. Qualified Household - Tenants shall be a Qualified Household according to the general Qualification and Eligibility Criteria contained in the recorded Restriction and these Housing Department Rules and Regulations.
 - ii. Eligibility Criteria - Tenants shall meet the Eligibility Criteria with respect to Income and Assets that apply to the particular restricted housing unit in question at time of initial occupancy.
 - iii. Verification of Qualification - Prior to signing a lease for or occupancy of a restricted housing unit, owner must provide the Housing Department with proof of the tenant's qualification under the housing unit's specific program prior to occupancy.
 - iv. Recertification - Qualification and eligibility shall be recertified by owner of the restricted housing unit at any time there is a change in occupancy of the restricted housing unit or renewal of lease agreement.
- c. Execution of Lease - Rental of restricted ownership units must be by a written Lease provided by the Housing Department. The Housing Department will retain a copy of the fully executed lease.
 - i. Rent Limitations - Rent charged while the owner is on leave will be limited to total housing costs, which include only (the mortgage payment, taxes, insurance, Ground Lease Fees and HOA dues). The actual cost of utilities can be added to the rent or billed to the tenant if utilities are in the owner's name. Housing costs shall be verified by the Housing Department prior to approval of the lease.
 - ii. Housing Department Fee - A fee will be charged by the Housing Department for a request to rent as set forth in the Annual Schedule of Fees updated annually and published by the Housing Department.
- d. Requests to Rent a Room - Approvals to rent a room in a restricted unit are at the sole discretion of the Housing Manager and are only allowed in pressing circumstances. The following process will be followed:
 - i. Submittal of Request to Rent - The owner will submit a "Request to Rent" form to the Housing Department along with the associated fee as outlined on the fee schedule published annually by the Housing Department. The form can be found on the Housing Department website or from the Housing Department.
 - ii. Approval by the Housing Manager - If the owner is in compliance with their restrictions, the Housing Manager will review the request to rent and approve or deny the request based on the circumstances. Approval can be given for a maximum of one year.
 - iii. Identification of Tenant - When the owner has identified a potential tenant who they believe qualifies under the income, asset, and Employment Requirements of the restriction on the unit, the potential tenant is required to submit a complete application to the Housing Department.
 - iv. Tenant Approval- The Housing Department will verify that the tenant qualifies under the income, asset, and Employment Requirement.

- v. Lease Agreement - The Housing Department provides the Lease Agreement to be signed by the owner, tenant, and the Housing Department.
- vi. Notification of Termination of Lease - The owner is required to notify the Housing Department upon termination of the lease. If the owner still wishes to rent the room and still has approval from the Housing Department, the process will start again with Step iii, Identification of Tenant.
- vii. Rental Rates - The Housing Department will approve the rental rate based on the housing costs of the owner.

D. Restricted Rentals Owned by Private Entity.

1. Affordable units.

- a. Standard of Affordability - The standard for affordability used by Teton County is based on HUD standards which provide that no more than thirty percent (30%) of a household's income should be spent on housing costs. Included in this thirty percent (30%) is rent property tax, water, sewer, gas and/or electric, and trash removal. Additionally, one parking space is required at no charge to the tenant.

To ensure that housing costs are affordable for the Households who qualify within the applicable affordable income range of the Special Restriction for a particular Affordable Housing Unit, rent charged may not exceed the Maximum Affordable Rent as set forth below.

- b. Maximum Affordable Rent Calculation - The Maximum Affordable Rent for an Affordable Housing Unit will be calculated using the Housing Department Income Range and Asset Chart which establishes the dollar amounts for each affordable income range based on the Median Family Income (MFI) for Teton County calculated annually by HUD, and according to the following method and requirements:

Step 1 – Determine household size applicable to the Affordable Housing Unit

For the purposes of calculating Maximum Affordable Rent only, household size is determined not by the number of persons to occupy an Affordable Rental Unit but by the Unit Type (number of bedrooms):

Unit Type	Household Size
Studio	One (1) person
One-bedroom	One (1) person
Two-bedroom	Two (2) persons
Three-bedroom	Three (3) persons
Four-bedroom	Four (4) persons
*Dormitories:	Household Size = Number of bedrooms in Dormitory

*Dormitory is defined as a rental housing unit with more than 4 bedrooms and may not exceed 8 bedrooms under the Livability Standards.

Step 2 – Determine annual income amount applicable to the Affordable Housing Unit

The annual income amount used to calculate the Maximum Affordable Rent is the lowest dollar figure on the current annual Housing Department Income Range and Asset Limit Chart within the income range applicable to the Affordable Housing Unit for the household size/Unit Type as determined in Step 1 ("Income Number"):

Example:	3-bedroom Affordable Rental Unit in 50 to 80% income range
Step 1:	For a 3-bedroom unit, refer to a 3-person household
Step 2:	The lowest allowable income for 3-person household in the 40% to 80% income range on the income Range and Asset Chart is \$55,350* (*Housing Department Income and Asset Chart effective April 20, 2022)

For Affordable Rental Units subject to the zero (0) to 50% income range, the Income Number for calculating Maximum Affordable Rent is thirty percent (30%) of MFI for Teton County according to HUD.

Step 3 – Calculate Annual Maximum Affordable Rent for the Affordable Housing Unit

Multiply the Income number by thirty percent (30%) (“Annual Maximum Affordable Rent”).

Example:	3-bedroom Affordable Rental Unit in 50% to 80% income range
Step 3:	\$55,350 multiplied by 30% = \$16,605 (Annual Maximum Affordable Rent)

Step 4: - Calculate Monthly Maximum Affordable Rent for the Affordable Housing Unit

Divide the Annual Maximum Affordable Rent by twelve (12) and round up or down to the nearest dollar (“Monthly Maximum Affordable Rent”)>

Example:	3-bedroom Affordable Rental Unit in 50% to 80% income range
Step 4:	$\$16,605 / 12 = \$1,383.75$ Round up = \$1,384 (Monthly Maximum Affordable Rent)

Step 5: (Dormitories only) – Calculate Maximum Affordable Rent for Each Dormitory Unit

Follow Step 1 - Step 4 to calculate the Monthly Maximum Affordable Rent for the entire Dormitory and then divide by the number of bedrooms to determine the Maximum Affordable Rent that can be charged per bedroom.

Example	6 bedroom Dormitory in 50% - 80% income range
Step 1:	For 6 bedroom Dormitory, refer to a 6-person household
Step 2:	The lowest allowable income for a 6-person household in the 50% to 80% income range on the Income Range and Asset Chart = \$71,340* (*Housing Department Income and Asset effective April 20, 2022)

- Step 3: Annual Maximum Affordable Rent is \$71,340 multiplied by 30% = \$21,402
- Step 4: Monthly Maximum Affordable Rent is \$21,402 divided by 12 = \$1,783.50
- Step 5: Maximum Affordable Rent for Dormitory Unit is \$1,783.50 divided by 6 = \$297.25

- c. Prohibitions to additional charges to Maximum Affordable Rent - Maximum Affordable Rent shall afford tenants the right to occupancy and possession of the leased unit, as well as all necessary services for livability including at least one parking space, trash removal, and utilities (water/sewer, electricity, gas, and/or other energy source). Necessary services for livability may not be charged to tenants in addition to Maximum Affordable Rent.

Tenants may not be charged in addition to Maximum Affordable Rent for any generally applicable or routine costs incurred by landlord, property owner, or any management company such as real estate or other taxes, insurance, administration expenses, building and property maintenance and operations expenses, or other costs which are not specifically and solely related to an actual cost incurred due to occupancy of the Affordable Housing Unit by the tenant and which are charged to tenant pursuant to their written lease agreement.

Luxury Items, including cable/satellite/internet services or furniture, may not be charged to tenants of Affordable Rental Units in addition to Maximum Affordable Rent without their written consent.

All agreements between the tenant and landlord must be memorialized in the written lease or otherwise approved by the Housing Department.

(Ord. _____ § 1, 2022; Ord. 1293 § 1, 2021; Ord. 1262 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 Y

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1297, 1264, 1242, AND 1195 AND SECTIONS 16.10.700(A)(1)–(3) AND 16.10.700(B)(4)–(5) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS COMPLIANCE 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. 1297, 1264, 1242, and 1195 and Sections 16.10.700(A)(1)–(3) AND 16.10.700(B)(4)–(5) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.700 Compliance and Exception, Appeal, and Grievance Standards and Procedures.

~~e. Exemption for Retirees – During ownership, if one (1) member of the household meets the retirement age as defined by the Federal Social Security Administration defined in these Housing Department Rules and Regulations, the household will be exempt from continued compliance with income and employment eligibility standards.~~

...
g. Method for Providing Required Information - Regardless of the language in the special Restriction recorded on the unit, landlords may choose to have the Housing Department qualify their tenant(s) independently. If a landlord chooses to have the Housing Department do so, the Housing Department will adhere to its internal practices, policies and procedures for tenant qualification (which are available upon request), which may be changed from time to time at the discretion of the Housing Department. If so qualified, the Housing Department will provide the tenant and landlord with a Qualified Tenant Letter. Prior to qualifying a tenant, the Housing Department will require the landlord to submit a signed lease agreement that names the tenant and is contingent upon the tenant's qualification with the Housing Department or another type of document acceptable to the Housing Department.

...
a. Housing Department Request for Information - The Housing Department will send a letter to owners of restricted units requesting information. The letter will outline what type of information is required based on the unit's restrictions. The owner will be given thirty (30) days from the date of the letter to submit the requested information to the Housing Department or for their tenant to be qualified by the Housing Department.

...
c. Renting - Renting a restricted ownership unit is only allowed per the restrictive covenant or as set ~~out in Section 16.10.500.B.2. Rental Procedures for Owner-Occupied Properties~~ forth herein.

...
j. Employment Verification - Employment-based and Workforce units require ~~an owner to work an average of 30 hours per week at a local business located in Teton County, Wyoming that the Household meets the Employment Requirement. The owner must earn at least 75% of their household income at a local business within Teton County.~~ Annual verification of employment and income is required for owners of Employment-based and workforce restricted housing units. Affordable units built after June 4, 2018 will be required to ~~provide proof of employment in Teton County at a local business~~ verify that their Household meets the Employment Requirement.

...

2. Request for Default Hearing – In the event the owner ~~fails to cure the default or~~ desires to challenge the default identified by the Housing Department, the owner may request a hearing before the Jackson/Teton County Housing Authority Board (JTCHA) to determine the merits of the allegations of the default.

...

4. Multiple Defaults - Upon the fourth time an owner is found to be in Default within fifteen (15) years, the owner will not have an opportunity to cure. Multiple Defaults include any Defaults ~~or~~ failure to comply with the ~~same or different~~ Housing Rules and Regulations or the applicable Special Restrictions. The Housing Department will force the sale of the unit/home or follow through with other remedies allowed by the Restriction and/or these Housing Rules and Regulations. The owner will no longer be eligible to apply for, own, or rent restricted housing.

...

c. Evidentiary documents, exhibits, witness lists, and/or pre-hearing memorandums, to include a written statement of facts, conclusions of law, and proposed order shall be exchanged by the parties, filed with the Housing Department in the contested case proceeding, submitted to the Hearing Officer and to the JTCHA, at least fifteen (15) days prior to the hearing date unless otherwise stipulated or ordered. Any document or witness not included in these submissions by the deadline shall not be raised at the hearing and shall not be admitted into evidence at the hearing.

(Ord. ____ § 1, 2022; Ord. 1297 § 1, 2021; Ord. 1264 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 Z

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1265, 1242, AND 1195 AND SECTION 16.10.800(B) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS OCCUPANCY AND USE 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. 1265, 1242, and 1195 and Section 16.10.800(B) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.800 Occupancy and Use

- B. **Employment Requirement** - Households who own or rent a Workforce or Affordable ~~unit~~home will be required to verify annually that they are meeting the Employment requirement. ~~At least one adult in the household must be employed with a local business a minimum of an average of thirty (30) hours per week or one thousand five hundred sixty hours annually.~~ The employment calculation will be based on the prior calendar year. Affordable ~~home~~units sold prior to June 4, 2018 will not have this requirement.

(Ord. _____ § 1, 2022; Ord. 1265 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 A

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1295 AND SECTIONS 16.10.850(A)(5)(b) AND 16.10.850(B) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS FOR THE PRESERVATION PROGRAM 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 No. 1295 and Sections 16.10.850(A)(5)(b) and 16.10.850(B) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.850 ~~Business Option~~ Other Housing Programs

- b. Qualified Household - A Household will be qualified by the Housing Department using the Application and Verification process as set forth herein~~outlined in Section 16.10.500.D. Purchase Procedures of the Housing Department Rules and Regulations.~~

...

B. Housing Preservation Program

1. Program Purpose and Goals - The purpose of the Housing Preservation Program is to protect existing market housing for the local workforce in perpetuity. The program is intended to stop housing leakage, which is the loss of workforce housing that is sold to non-local workers. This is accomplished by recording a Special Restriction for Workforce Ownership Housing or a Special Restriction for Workforce Rental Housing ("Workforce Special Restriction") on the property in exchange for Housing Preservation Program funds.
2. Applicability - The Housing Preservation Program applies to existing market units that are not otherwise restricted either by Land Development Regulations or a recorded Special Restriction.
3. Down Payment Assistance Available to Purchasers - Buyers of market units can apply to receive Housing Preservation Program funds in exchange for recording a Workforce Special Restriction on the property. Owners may apply to record either a Special Restriction for Workforce Ownership Housing ("Workforce Ownership Restriction) or a Special Restriction for Workforce Rental Housing ("Workforce Rental Restriction").
 - a. Funding Available
 - i. Workforce Ownership Restriction - The amount of funds provided for down payment assistance in exchange for recording a Workforce Ownership Restriction will be twenty percent (20%) of the appraised value of the unit or the purchase price, whichever is less. The maximum amount of down payment assistance is two hundred thousand dollars (\$200,000).
 - ii. Workforce Rental Restriction - The amount of funds provided for down payment assistance in exchange for recording a Workforce Rental Restriction will be ten percent (10%) of the appraised value of the unit or the purchase price, whichever is less. The maximum amount of down payment assistance for a property purchased for rental use is one hundred thousand dollars (\$100,000).
 - b. Qualification of Applicants - Applicants must submit a complete application for either a Workforce Ownership Restriction or a Workforce Rental Restriction f to the Housing Department on forms provided by the Housing Department that must include all signatures and notarizations, documents, and information listed as required on the Housing Preservation Program Application form.

The Housing Department will review submitted applications for completeness and will determine whether the applicant meets the qualification criteria for the applicable Workforce Housing Program. If the Housing Department finds that the applicant meets the qualification criteria, the Housing Department will submit the applicant to the Housing Authority Board with a recommendation for approval. If the applicant is approved by the Housing Authority Board, a Qualification Letter will be issued to the applicant.

Issuance of a Qualification Letter does not guarantee availability of Housing Preservation funds. The Qualification Letter is good for one year. All applicable qualification criteria must continue to be met by the applicant through the closing and purchase of qualified housing with available Housing Preservation Program funds. Any changes to the information that was included in the Housing Preservation Program Application must be reported to the Housing Department and may require re-qualification including approval by the Housing Authority Board and issuance of a new Qualification Letter prior to Final Approval as outlined below and commitment of funds.

- c. Final Approval and Closing - Funds will not be wired until Final Approval which will not occur until the following conditions have been satisfied:
 - i. Title Company - Closing must take place at a title company.
 - ii. Appraisal - A complete appraisal dated within sixty days of closing must be submitted to the Housing Department prior to final approval.
 - iii. Restricted Unit Inspection - A complete [unit](#) inspection report must be submitted to the Housing Department dated within sixty days and performed by a professional Home Inspector is required prior to final approval.
 - iv. Title Insurance - The buyer must provide title insurance to insure clear title to the property prior to recording the Workforce Special Restriction. The Title Commitment provided by the buyer to the lender is sufficient. The Housing Department must approve the Title Insurance Commitment prior to final approval.
 - v. Approval of Closing Statement - The final closing statement must be reviewed and approved by the Housing Department.
 - vi. Final Loan Approval - The Housing Department must receive a letter from any mortgagee stating that the buyer has received final loan approval for financing of the purchase of the housing unit.
 - vii. Final HUD 1008 Statement - The Housing Department must approve the final HUD 1008 Statement for any mortgage financing the purchase of the housing unit.
 - viii. Workforce Special Restriction - The buyer must execute the applicable Housing Department template Workforce Special Restriction prior to closing on the [unit](#). The applicable Workforce Special Restriction will be recorded in the land records of the Teton County Clerk.
 - ix. Buyer's Acknowledgment - The buyer shall execute the Buyer's Acknowledgment template form provided by the Housing Department at the time of closing, which shall be recorded in the land records of the Teton County Clerk on the housing unit by the title company.
 - x. Closing Instructions - The Housing Department will provide instructions to the title company concerning required signatures, recording of documents, and disbursement of funds.
4. Payment of Funds Available to Existing Owners - Owners of market [units](#) can apply to receive Housing Preservation Program funds in exchange for recording a Workforce Special Restriction

on their property. Owners may apply to record either a Workforce Ownership Restriction or a Workforce Rental Restriction.

a. Occupancy:

- i. Workforce Ownership Restriction - Housing with a Workforce Ownership Restriction may be occupied by the owner or may be rented to a Qualified Household approved by the Housing Department pursuant the Workforce Housing Program.
- ii. Workforce Rental Restriction - Housing with a Workforce Rental Restriction may only be occupied by a tenant who is a Qualified Household approved by the Housing Department pursuant to the Workforce Housing Program. Owners may not occupy housing with a Workforce Rental Restriction.

b. Funding Available:

- i. Workforce Ownership Restriction - The amount of funds provided for down payment assistance in exchange for recording a Workforce Restriction will be twenty percent (20%) of the appraised value of the unit or the purchase price, whichever is less. The maximum amount of down payment assistance is two hundred thousand dollars (\$200,000).
- ii. Workforce Rental Restriction - The amount of funds provided for down payment assistance in exchange for recording a Workforce Rental Restriction will be ten percent (10%) of the appraised value of the unit or the purchase price, whichever is less. The maximum amount of down payment assistance for a property purchased for rental use is one hundred thousand dollars (\$100,000).

c. Qualification of Applicants - Applicants must submit a complete application for either a Workforce Ownership Restriction or a Workforce Rental Restriction to the Housing Department on forms provided by the Housing Department that must include all signatures and notarizations, documents, and information listed as required on the Housing Preservation Program Application form. The Housing Department will review submitted applications for completeness and will determine whether the applicant meets the qualification criteria for the applicable Workforce Housing Program. If the Housing Department finds that the applicant meets the qualification criteria, the Housing Department will submit the applicant to the Housing Authority Board with a recommendation for approval. If the applicant is approved by the Housing Authority Board, a Qualification Letter will be issued to the applicant. Issuance of a Qualification Letter does not guarantee availability of Housing Preservation funds. The Qualification Letter is good for one year. All applicable qualification criteria must continue to be met by the applicant through the closing and purchase of qualified housing with available Housing Preservation Program funds. Any changes to the information that was included in the Housing Preservation Program Application must be reported to the Housing Department and may require re-qualification including approval by the Housing Authority Board and issuance of a new Qualification Letter prior to Final Approval as outlined below and commitment of funds.

d. Final Approval and Closing - Funds will not be wired until Final Approval which will not occur until the following conditions have been satisfied:

- i. Title Company - Closing must take place at a title company.
- ii. Appraisal - A complete appraisal dated within sixty days of closing is required prior to final approval.
- iii. Restricted Unit Inspection- A complete unit inspection report dated within sixty days and performed by a professional Home Inspector is required prior to final approval.

- iv. Title Insurance - The buyer must provide title insurance to insure clear title to the property prior to recording the Workforce Special Restriction. The Title Commitment provided by the buyer to the lender is sufficient. The Housing Department must approve the Title Insurance Commitment prior to final approval.
- v. Workforce Special Restriction - The approved Household must execute the applicable Housing Department template Workforce Special Restriction prior to receiving payment. The Title Company will record the applicable Workforce Special Restriction at time of closing.
- vi. Owner's Acknowledgment - The owner shall execute the Owner's Acknowledgment template form provided by the Housing Department at the time of closing, which shall be recorded in the land records of the Teton County Clerk on the housing unit by the title company.
- vii. Closing Instructions - The Housing Department will provide instructions to the title company concerning required signatures, recording of documents and disbursement of funds.

(Ord. _____ § 1, 2022; Ord. 1295 § 1, 2021)

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION 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 _____, _____.

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 B

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1298, 1266, 1242, AND 1195, AND SECTION 16.10.900(A) OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING RULES AND REGULATIONS DEFINITIONS 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. 1298, 1266, 1242, and 1195 and Section 16.10.900(A) of the Municipal Code of the Town of Jackson are hereby amended and reenacted read as follows:

16.10.900 Definitions.

A. Definitions.

Affordability: No more than thirty percent (30%) of a household's income should be spent on housing costs. This percentage is the standard of affordability used by the Department of Housing and Urban Development (HUD).

...

Attending College: Enrollment in an accredited institution for higher learning for a minimum of twelve (12) credit hours per semester or its equivalent.

...

Debt: A sum of money due by certain and express agreement requiring the borrower to pay the money back, typically by a certain date.

...

Development: Physical subdivision of land or construction of buildings that may include both commercial and residential uses, which may be condominiums, single family units, townhouses or apartments governed by the same CCRs or other governing documents.

...

Employment Requirement: ~~At least one member of a household must demonstrate an average of 30 hours per week (1560 hours per year) of employment in Teton County, Wyoming; or demonstrate a clear intent to work an average of 30 hours per week in Teton County, Wyoming (must have been hired even if hasn't started the job yet.)~~ If there is one adult in the Household, the adult must be employed at a Local Business, as that term is defined herein, for a minimum of an average of thirty (30) hours per week or 1,560 hours per calendar year. If there are two or more adults in the Household, an average of thirty (30) hours per week or 1,560 hours per calendar year is added to the requirement of working for a Local Business. Adult children of Household member(s) who are under age 25 and attending college are exempt from the Employment Requirement. One adult can work all of the required hours, or the required hours can be divided between the adults in the household.

...

Household:

Affordable and Workforce Ownership: A social unit composed of those living together in the same dwelling.

Workforce Rental: One person or a group of two or more persons living together in the same dwelling that comprise a social unit composed of at least one adult that have established ties and familiarity with each other, including but not limited to, by marriage, domestic partnership, blood, or guardianship. More than one Household can occupy one Workforce rental unit.

Dormitory: One person who will be renting a bed or bedroom in a dormitory unit—social unit composed of those living together in the same dwelling. ____

Household Income: The current income going forward 12 months of all adult wage earners within a household before taxes. Income from dependents that are under the age of 25 and attending enrolled in college or another type of school is not included in the household income calculation. For self-employed individuals, Income is the net income from the business with all non-cash expenses depreciation added back in averaged over either the life of the business or the last three (3) years, whichever is shorter. Other types of deductions may be added back in as well, such as home business use, travel, and entertainment/meals.

Household Net Assets: The value of all assets—items owned by the Household that are valued more than over \$500 in value including, but not limit too, bank accounts, investment accounts, life insurance, furniture, automobiles, jewelry, computer equipment, real estate, and recreational equipment; less any debt the household has. Net assets do not include retirement accounts, business assets are limited to liquid assets.

...

Local Business:

- a. 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) A minimum of seventy-five percent (75%) of the business' clients or customers 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; or
- a.c. A private residence physically located in Teton County, Wyoming that employs a minimum of one Qualified Employee who must be physically located 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

Luxury Item: An item or feature of an item that is not essential or necessary but is an amenity or desired bonus that adds pleasure, comfort, or convenience to either aesthetics of function and which may increase the market values of the unrestricted properties.

...

Market Unit: A housing unit that does not have a Housing Department, Housing Trust, or Habitat for Humanity Special Restriction or Ground Lease either recorded on or associated with the property.

Maximum Affordable Rental Rates: The maximum rental rate that may be charged to a tenant occupying an Employee Housing an Affordable Housing unit (formerly known as Employee Housing Unit). The rates must include all necessary life services, which include but are not limited to one parking space, basic utilities (water/sewer, electric, gas or other sources of energy, and trash removal, and costs associated

with maintenance, administration and operations). The specific restriction recorded on the unit instructs the method to be used to calculate maximum rental rates

...
Regular Dues and Assessments: Dues that are assessed to units within a development on a regular basis (for example: monthly or quarterly) that cover costs of regular and consistent maintenance, insurance, and operations for the development.

...
Special Restriction: A contract between the Board of County Commissioners, the Town of Jackson, and/or the Jackson/Teton County Housing Authority and the owner of real property, which has been developed or designated to ensure the occupancy and use of the real property will be as intended by the community's Workforce Housing Program in perpetuity. Special Restrictions are recorded on the property in the land records of the Teton County Clerk. Special Restrictions are sometimes also referred to as Deed Restrictions, or Restrictions.

...
Value Comparison Percentage: The percentage of the total development's budgeted expenses, not including Luxury Items, a restricted unit can be charged for dues and assessments. The Value Comparison Percentage for each restricted unit is calculated by dividing the value of the restricted unit by the average value of all of the housing units in the development.

(Ord. ____ § 1, 2022; Ord. 1298 § 1, 2021; Ord. 1266 § 1, 2020; Ord 1242 § 1, 2019; Ord. 1195 § 1, 2018)

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 _____, _____.

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 C

AN ORDINANCE ADDING CHAPTER 15.34 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING FUNDING FOR PUBLIC ART AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

There is hereby added Chapter 15.34 of Title 15 Art Enrichment Allocation of the Municipal Code of the Town of Jackson as follows:

Chapter 15.34

Art Enrichment Allocation

15.34.010	Art enrichment allocation
15.34.020	Definitions
15.34.030	Eligible capital improvement projects
15.34.040	Exemptions
15.34.050	Aggregation of funds
15.34.060	Allocation of funds -- administrative fees; maintenance and conservation.
15.34.070	Miscellaneous provisions

15.34.010 Art Enrichment allocation.

- A. Before requesting an appropriation for the construction of any project set forth in 15.34.030, the department director concerned shall add thereto for the art enrichment of the proposed construction, 1.5% of the gross construction cost, exclusive of the items proposed for such art enrichment.
- B. If the ability to allocate funding to art enrichment is limited by law or funding agency rules, the art enrichment allocation shall be based upon 1.5% of eligible construction costs.
- C. If the Town Manager, or their designee, determines that 1.5% of the gross construction cost of a project is inappropriate for art enrichment, they shall submit a recommendation regarding the art enrichment budget for the project to the Town Council to resolve the matter.

15.34.020 Definitions.

- A. "*Alteration*" of a building, aboveground structure, or transportation improvement project shall include substantial changes to elements such as walls, partitions, or ceilings on 2/3 or more of the total floor space, excluding basements. "Substantial changes" shall include additions to, removal of, and modification of such elements.

- B. "*Art enrichment*" shall mean the acquisition and installation of original works of art (including limited editions), or temporary installation, display, or presentation of the same, on Town (and in limited circumstances private) property for aesthetic and cultural enhancement of public buildings and public spaces and engagement of the public with the creative work of artists, as approved by the Town Council.
- C. "*Art enrichment funds*" shall mean the funds generated from art enrichment allocations.
- D. "*Civic art collection*" shall mean the various artworks owned by the Town that are accessioned in accordance with the Public Art Guidelines.
- E. "*Gross construction cost*" shall mean the total estimated construction contract award amount, including the costs of all built-in fixtures, unless otherwise agreed to by the Town Manager. Gross construction Cost shall not include movable or personal property or construction cost contingency.
- F. "*Transportation improvement project*" refers to projects which include aboveground transportation-related projects; new transit stops; new transportation systems with their attendant passenger amenities, such as shelters, seating, lighting, landscaping, and signage; new transportation-related facilities such as for maintenance and operations; and street/highway-related transit improvements.

15.34.030 Eligible capital improvement projects.

- A. This chapter shall apply to the construction or alteration of the following:
 - 1. Buildings.
 - 2. Aboveground structures.
 - 3. Public parks.
 - 4. Transportation improvement projects.

15.34.040 Exemptions.

The following shall be exempt from the requirements of this chapter:

- A. Transportation improvement projects limited to sidewalk (including curb and gutter) repair or improvements; street paving; or transit vehicle purchases.
- B. All mechanical, plumbing, and electrical system upgrades, structural or seismic upgrades, and modifications for access for people with disabilities, unless occurring in conjunction with alteration of a building, an aboveground structure, or transportation improvement project.

- C. Park and landscape renovation projects limited to court resurfacing; replanting; sewer and water lines; drainage and irrigation systems; wells; erosion control; paving/repaving; modifications for access for people with disabilities; signage; lighting; fence replacement or repair; replacement or repair of existing play structures.
- D. Annual Capital Improvement Plan projects for security/life/health safety and sewer and water infrastructure, when not occurring in conjunction with alteration of existing public buildings, aboveground structures, parks, and transportation improvement projects.
- E. Airport projects.

15.34.050 Aggregation of funds.

- A. An art enrichment allocation is not required to be used for art enrichment at the location connected to its associated capital improvement project. Art enrichment funds may be aggregated for use on an alternative Town property or for an alternative project in the civic art collection, or, with appropriate agreements in place, on private property.

15.34.060 Allocation of funds -- administrative fees; maintenance and conservation.

- A. The Town Council shall review and approve projects funded with art enrichment funds.
- B. The Town Manager shall set aside and expend up to a maximum of 15% of art enrichment funds from each project for necessary and reasonable administrative costs incurred in connection therewith, unless such administrative fee is limited or prohibited by the funding source.
- C. The Town Manager shall set aside and expend 10% of art enrichment funds from each project for maintenance and conservation of artworks in the civic art collection.

15.34.070 Miscellaneous provisions.

- A. Construction and installation of art enrichment shall comply with the requirements of all applicable building codes, laws, ordinances, rules, and regulations.
- B. Nothing in this Chapter shall be construed to limit or abridge the jurisdiction of the department director of the participating Town department to supervise and control the expenditure of project funds other than the art enrichment allocation of the project.
- C. This Chapter shall not be applied retroactively to projects for which an art enrichment allocation previously would not have been required, nor to those projects for which project funding has been approved either by prior voter action, but not yet appropriated or expended. Nor shall this Chapter

be construed to allow for an increase in the total art enrichment allocation for a project that is already underway or for which an allocation for funding for art has already been established.

(Ord. _____ §_____, 2022)

SECTION II

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2022.

PASSED 2ND READING THE _____ DAY OF _____, 2022.

PASSED AND APPROVED THE _____ DAY OF _____ 2022.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson

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

ORDINANCE D

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 1-A, 1-E, 2, 3, 31b, 69, 145, 145A, 145B, 153, 212, 226, 283, 326, 350, 360, 361, 384, 385, 457, 499, 597, 598, 599, 644, 652, 699, 717, 719, 787, 842, 872, 934, 1002, 1051, 1186, 1190, 1252, 1268 AND 1315; SECTION 2 OF ORDINANCE NOS. 1-F, 2, 3, 69, 109, 145, 153, 226, 289, 317, 816, 872 AND 873; SECTION 3 OF ORDINANCE NOS. 2, 69, 109, 153, 317, AND 872; SECTION 4 OF ORDINANCE NOS. 2, 69, 145, 152 AND 872; SECTION 5 OF ORDINANCE NOS. 154 AND 872; SECTION 6 OF ORDINANCE NOS. 109 AND 152; SECTION 7 OF ORDINANCE NOS. 109 AND 152; SECTION 8 OF ORDINANCE NO. 152; SECTION 10 OF ORDINANCE NO. 109; SECTIONS 1 THROUGH 4 OF ORDINANCE NOS. 1, 164, 256 AND 644; AND SECTIONS 5 AND 6 OF ORDINANCE NO. 69; AND TITLE 2 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING PERSONNEL, TO INCLUDE OFFICERS, BOARDS, AND COMMISSION 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 Ordinance Nos. 1-A, 1-E, 2, 3, 31b, 69, 145, 145A, 145B, 153, 212, 226, 283, 326, 350, 360, 361, 384, 385, 457, 499, 597, 598, 599, 644, 652, 699, 717, 719, 787, 842, 872, 934, 1002, 1051, 1186, 1190, 1252, 1268, and 1315; Section 2 of Ordinance Nos. 1-F, 2, 3, 69, 109, 145, 153, 226, 289, 317, 816, 872 and 873; Section 3 of Ordinance Nos. 2, 69, 109, 153, 317, and 872; Section 4 of Ordinance Nos. 2, 69, 145, 152 and 872; Section 5 of Ordinance Nos. 154 and 872; Section 6 of Ordinance Nos. 109 and 152; Section 7 of Ordinance Nos. 109 and 152; Section 8 of Ordinance No. 152; Section 10 of Ordinance No. 109; Sections 1 through 4 of Ordinance Nos. 1, 164, 256 and 644; and Sections 5 and 6 of Ordinance No. 69; and Title 2 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

Title 2 Administration and Personnel

...

2.12 TOWN MANAGER

...

2.02.020 Exemption from certain provisions of the Wyoming Statutes relating to veto power for the Mayor.
The Town of Jackson, by adoption of this Charter Ordinance, does hereby exempt itself from the provisions of Wyo. Stat. Ann. § 15-3-201 (2003, as amended) relating to the veto power of the Mayor in a City of the First Class. (Ord. 1-C § 2, 2004; Ord. 1-A § 1 (part), 1984.)

2.02.025 Exemption from certain provisions of the Wyoming Statutes relating to the Mayor's appointment of Clerk and Treasurer.
The Town of Jackson, by adoption of this Charter Ordinance, does hereby exempt itself from the provisions of Wyo. Stat. Ann. § 15-3-204(a) relating to the appointment of Clerk, Attorney, Municipal Judge, and Treasurer by the Mayor with the consent of the governing body and removal by the Mayor. (Ord. 1-F § 1, 2008).

2.02.030 Officers--Election, appointment and removal.
A. The elected officers of the Town of Jackson are a Mayor and four Councilmembers, all of whom shall be elected and all of whom shall be members of the governing body as the term is defined in Wyo. Stat. Ann.

Title 15. The Mayor and Councilmembers shall be elected at large, and no discrete ward election districts are created in the Town.

- B. Appointed officers include a Municipal Judge(s), Town Manager, and Town Attorney, who shall be appointed by a majority of all members of the governing body, and according to conditions fixed by ordinance or resolution adopted by the governing body. Such other officers and/or department heads shall be designated in a manner to be determined by the governing body pursuant to the general powers granted cities and towns. Such power and authority may be delegated to the Town Manager, and pursuant to a job description of the Town Manager, which may from time to time be adopted and changed, by resolution of the governing body.

(Ord. ____ § __, 2022; Ord. 1-F § 2, 2008; Ord. 1-E § 1, 2004; Ord. 599 § 1, 1998; Ord. 1-A § 1 (part), 1984.)

2.02.040 Exemption from certain provisions of the Wyoming Statutes relating to the corporate name of cities of the first class.

The Town of Jackson, by adoption of this Charter Ordinance, does hereby exempt itself from the provisions of Wyo. Stat. Ann. § 15-3-102 (2003, as amended) relating to the corporate names of cities of the first class, and instead elects to use the name it has historically employed since original incorporation, "Town of Jackson".

(Ord. 1-D § 1, 2004)

...

Sections:

2.04.010 Regular meetings.

2.04.020 Special meetings. (Repealed) (Ord. ____ § 1, 2022)

2.04.030 Adjourned meetings.

2.04.040 Executive sessions. (Repealed) (Ord. ____ § 1, 2022)

2.04.050 Presentation of ordinances. (Repealed) (Ord. ____ § 1, 2022)

2.04.010 Regular meetings.

- A. The regular meetings of the Town Council shall be held as follows and in accordance with Wyoming State Statute:

1. At 6:00 P.M. on the first and third Mondays of each month of the year, unless such day is a legal holiday, and then such meeting shall be held at 6:00 P.M. on the next regular business day following the holiday and shall be held in the council chambers of the Town of Jackson Town Hall, Jackson, Wyoming.
2. At 3:00 P.M. on the third Monday of each month of the year, unless such day is a legal holiday, and then such meeting shall be held at 3:00 P.M. on the next regular business day following the holiday and shall be held in the council chambers of the Town of Jackson Town Hall, Jackson, Wyoming.
3. At 3:00 P.M. on the first Monday of each month of the year in conjunction with the Board of County Commissioners of Teton County Wyoming, unless such day is a legal holiday, and then such meeting shall be held at 3:00 P.M. on the second Monday of that month and shall be held in the council chambers of the Town of Jackson Town Hall during the months of January through June and in the county commission chambers of the Teton County Administration Building during the months of July through December, both located in Jackson, Wyoming.

(Ord. ____ § __, 2022; Ord. 1002 § 1, 2012; Ord. 872 § 1, 2008; Ord. 457 § 1, 1993; Ord. 384 § 1, 1989; Ord. 360 § 1, 1987; Ord. 145B § 1, 1974; Ord. 145A § 1, 1972; Ord. 145 § 1, 1971.)

2.04.020 Special meetings. (Repealed)

(Ord. ____ § __, 2022; Ord. 872 § 1, 2008; Ord. 385 § 1, 1989; Ord. 145 § 2, 1971.)

2.04.030 Adjourned meetings.

Any meeting may be adjourned to a later date, except that no meeting may be adjourned to a date beyond the next regular meeting. Only such matters as could legally be considered at the original meeting may be considered at the adjourned meeting.

(Ord. 145 § 3, 1971.)

2.04.040 Executive sessions. (Repealed)

(Ord. ____ § __, 2022; Ord. 145 § 4, 1971.)

2.04.050 Presentation of ordinances. (Repealed)

(Ord. ____ § __, 2022; Ord. 31b § 1, 1938.)

...

Sections:

2.08.010 Mayor and Councilmembers.

2.08.020 Other Officers. (Repealed) (Ord. ____ § 1, 2022) **2.08.030 Town Clerk. (Repealed)** (Ord. ____ § 1, 2022)

2.08.040 Town Treasurer. (Repealed) (Ord. ____ § 1, 2022)

2.08.050 Chief of Police. (Repealed) (Ord. ____ § 1, 2022)

2.08.055 Bonds.

2.08.060 Approval and Conditions Imposed.

2.08.010 Mayor and Councilmembers.

- A. Commencing on July 1, 2022, with officers sworn into office 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), payable in twelve equal monthly installments.
- 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 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. ____ § __, 2022; Ord 1315 § 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.)

2.08.020 Other Officers. (Repealed)

(Ord. ____ § __, 2022; Ord. 872 § 2, 2008; Ord. 226 § 2, 1977; Ord. 1 § 4, 1926.)

2.08.030 Town Clerk. (Repealed)

(Ord. ____ § __, 2022; Ord. 2 § 1, 1926.)

2.08.040 Town Treasurer. (Repealed)

A. .

(Ord. ____ § __, 2022; Ord. 2 § 2, 1926.)

2.08.050 Chief of Police. (Repealed)
(Ord. _____ § ____, 2022; Ord. 2 § 3, 1926.)

2.08.055 Bonds.

- A. The Municipal Judge and Town Treasurer shall each execute to the Town of Jackson a bond in, at minimum, the state required amount.
- B. The Town may execute bonds for additional employees at Town Council discretion.

(Ord. _____ § ____, 2022)

2.08.060 Approval and conditions imposed. The bonds required herein are to be approved by the Town Council, and conditioned for the faithful performance of the duties required of them by law as such officers, and for the faithful performance in the application and payment of all moneys and effects, that may come into their hands in the execution of their duties in their respective offices.
(Ord. _____ § ____, 2022; Ord. 2 § 4, 1926.)

Chapter 2.12 TOWN MANAGER

Sections:

2.12.010 Establishment of position.

2.12.020 Qualifications.

2.12.030 Functions and duties.

2.12.010 Establishment of position. There is created and established the position of Town Manager of the Town of Jackson.

(Ord. ____ § ___, 2022; Ord. 153 § 1, 1973.)

2.12.020 Qualifications.

The Town Manager shall be selected solely on the basis of their executive and administrative qualifications with special reference to training and experience. They shall be appointed and dismissed or removed by a majority of all members of the governing body. They shall be compensated for their services as the Council may from time to time determine.

(Ord. ____ § ___, 2022; Ord. 598 § 1, 1998; Ord. 317 § 2, 1984; Ord. 212 § 1, 1977; Ord. 153 § 2, 1973.)

2.12.030 Functions and duties.

The Town Manager shall be the chief administrative officer of the Town government and shall be responsible to the Mayor and Town Council for the proper administration of all affairs of the Town placed in their charge, pursuant to the job description for the Town Manager as approved and from time to time amended by resolution of the Town Council.

(Ord. ____ § ___, 2022; Ord. 317 § 3, 1984; Ord. 153 § 3, 1973.)

...

2.14.030 Hiring, functions, and duties.

The Town Attorney, or designee, shall attend all meetings of the governing body as requested; appear and prosecute for and defend the Town in all cases in which it is a party, and render other professional services as may be required by the governing body or by law. Additional hiring procedures, job descriptions, terms and conditions of employment, and duties and responsibilities of the Town Attorney shall be as designated in a resolution, which may be amended from time-to-time by resolution, of the Town Council.

(Ord. ____ § ___, 2022; Ord. 499 § 1, 1995.)

...

2.16.010 Powers and duties.

- A. The Town Clerk of the Town of Jackson shall have the custody of the Town seal and of all laws and ordinances of the Town of Jackson, and shall keep a correct and regular journal of the proceedings of the Town Council. They shall engross all ordinances, resolutions, and by-laws, in a separate book to be kept for that purpose, and furnish copies of the same for publication when so directed, and shall issue all warrants for money, when appropriated by the Town Council, and shall keep a distinct and classified account of such appropriations.

- B. They shall keep on file all papers, books, records, contracts, and correspondence belonging to the Town and, at the expiration of their term of office, shall turn over to their successor all property belonging to the Town in their possession.

(Ord. ____ § ___, 2022; Ord. 872 § 3, 2008; Ord. 3 § 1, 1926.)

...

2.20.010 Duties.

- A. The Treasurer of the Town shall, upon payment of all orders, provide appropriate financial statements and reports of financial position, operating results and other pertinent information prepared to facilitate management control of financial operations, accompanied by all warrants, or orders paid since their last report, as vouchers of their accounts, and at the close of each fiscal year shall perform an audit subject to Wyo. Stat. §16-4-121. They shall pay no money from the Town treasury, except upon warrants regularly issued by the Town Clerk, bearing the Town seal and signed by the Mayor.
- B. At the expiration of their term of office, they shall turn over to their successor all property belonging to the Town in their possession.

(Ord. ____ § ___, 2022; Ord. 872 § 4, 2008; Ord. 3 § 2, 1926.)

...

Sections:

2.28.010 Fire Department-Joint Agreement..

2.28.020 Fire chief--Department supervision.

2.28.030 Fire chief--Inspection duties.

2.28.040 Fire chief--Powers.

2.28.050 Investigation of fires--Procedure. (Repealed) (Ord. ____ § 1, 2022)

2.28.010 Fire Department-Joint Agreement.

The Jackson-Teton County Fire Department shall operate pursuant to a joint power agreement, as the same may be amended from time to time. Nothing contained herein shall prevent the Town from terminating said joint power agreement or providing fire protection to the Town of Jackson under any other agreement or method not contrary to law.

(Ord. ____ § ___, 2022; Ord. 644 § 1, 2000; Ord. 69 § 1, 1959.)

2.28.020 Fire Chief-Department Supervision.

It shall be the duty of the Fire Chief to supervise, with the aid of other officers, a combination fire department for the extinguishment and control of fires and other emergencies, and such other functions deemed necessary within the Town of Jackson.

(Ord. ____ § ___, 2022; Ord. 644 § 2, 2000; Ord. 69 § 2, 1959.)

2.28.030 Fire Chief-Inspection Duties.

The Fire Chief, or their designee, shall be the official fire inspector for the Town, and if necessary, shall appoint others to assist with the inspection of any and all buildings in the Town of Jackson.

(Ord. ____ § ___, 2022; Ord. 644 § 3, 2000; Ord. 69 § 3, 1959.)

2.28.040 Fire Chief—Powers.

In addition to the powers herein granted, the Fire Chief, or their designee, shall have the following powers:

- A. All powers and duties relative to the investigation of fires and set forth in Wyo. Stat. Ann. § 35-9-109,;
- B. The authority to implement and enforce regulations for the safeguarding of life and property from the hazards of fire, explosion, and dangerous conditions arising from the storage, handling and use of hazardous materials and devices, and from conditions hazardous to life or property in the use or occupancy of buildings or premises;

- C. The authority to inspect buildings and premises and to require conformance to standards of prevention and safety and use of premises as set forth in Wyo. Stat. Ann. § 35-9-121;
- D. The power to do all things necessary and convenient for carrying into effect the laws of the State of Wyoming and the Town of Jackson pertaining to this chapter and Title 15 of this code for the better protection of the lives and property of the public.

(Ord. ____ § __, 2022; Ord. 872 § 5, 2008; Ord. 644 § 4, 2000; Ord. 69 § 4, 1959.)

2.28.050 Investigation of fires--Procedure. (Repealed)

(Ord. ____ § __, 2022; Ord. 69 §§ 5, 6, 1959.)

...

Sections:

2.32.010 Created.

2.32.020 Appointments. (Repealed) (Ord. 873 § 1, 2008)

2.32.030 Rank.

2.32.040 Duties of Chief.

2.32.050 Duties of department.

2.32.051 Community Service Unit and Code Enforcement Officer.

2.32.060 Conduct of members.

2.32.070 Service of process. (Repealed) (Ord. ____ § 1, 2022)

2.32.080 Rules and regulations.

...

2.32.040 Duties of Chief.

The Chief of Police shall be the chief law enforcement officer for the Town of Jackson. They shall be responsible in the performance of their duties to the Town Manager and shall be subject to removal from office by the same. The Chief of Police shall keep such records and make such reports concerning the activities of the Police Department as may be required by statute or by the Town Manager. The Chief of Police may, from time to time, designate in writing an acting Chief of Police to serve as head of the Police Department during any extended absence by the Chief of Police from the Town of Jackson.

(Ord. ____ § __, 2022; Ord. 873 § 2, 2008; Ord. 816 § 2, 2005; Ord. 719 § 1, 2003; Ord. 699 § 1, 2002; Ord. 152 § 4, 1973.)

...

2.32.051 Community Service Unit and Code Enforcement Officer. The Community Service Unit of the Police Department and Code Enforcement Officer(s) appointed as Special Municipal Officers by the Town of Jackson, have specific authority to issue citations for violations of the Jackson Municipal Code as set forth in Wyo. Stat. Ann. § 15-1-103(a)(l).

(Ord. ____ § __, 2022; Ord 1186 § 1, 2017; Ord. 842 § 1, 2007.)

2.32.060 Conduct of members.

It shall be the duty of every member of the Police Department to conduct themselves, in a proper and law-abiding manner, at all times.

(Ord. ____ § __, 2022; Ord. 873 § 2, 2008; Ord. 152 § 6, 1973.)

2.32.070 Service of process. (Repealed)

(Ord. ____ § __, 2022; Ord. 873 § 2, 2008; Ord. 152 § 7, 1973.)

2.32.080 Rules and regulations.

- A. The Chief of Police may make or prescribe such rules or regulations as they shall deem advisable. Such rules, when approved by the Town Council, shall be binding upon the members of the Police Department. Such rules are subordinate to the Town employee policy manual.
- B. In addition to governing the conduct of the members of the Police Department, such rules and regulations may cover uniforms and equipment to be worn or carried, hours of service, assignment and stationing of members of the Police Department, vacations, and all other similar matters necessary or desirable for the better efficiency of the Police Department.

(Ord. ____ § __, 2022; Ord. 873 § 2, 2008; Ord. 152 § 8, 1973.)

...

**Chapter 2.36
AIRPORT BOARD**

Sections:

2.36.010 Created.

2.36.020 Membership. (Repealed) (Ord. ____ § 1, 2022)

2.36.030 Terms--Appointment--Vacancies.

2.36.040 Organization.

2.36.050 Body corporate upon certificate of organization filing.

2.36.060 Successor to airport authority.

2.36.070 Powers.

2.36.080 Budget submission--Funding.

2.36.090 Liability for actions--Reimbursement for expenses--Meetings.

2.36.100 Dissolution and discontinuance. (Repealed) (Ord. ____ § 1, 2022)

2.36.110 Passenger boarding fee--Definitions.

2.36.120 Passenger boarding fee--Imposition authority--Exemptions.

2.36.130 Passenger boarding fee--Collection.

2.36.140 Passenger boarding fee--Nonpayment or failure to obtain pass unlawful.

2.36.150 Passenger boarding fee--Disposition of revenue.

2.36.160 Passenger boarding fee--Duration.

2.36.170 Passenger boarding fee--Penalty for violations. (Repealed) (Ord. ____ § 1, 2022)

...

2.36.020 Membership. (Repealed)

(Ord. ____ § __, 2022; Ord. 109 § 2, 1967.)

2.36.030 Terms--Appointment--Vacancies.

The initial board shall be appointed by the joint action of the Town Council and the Board of County Commissioners of Teton County, Wyoming, and one new member of the board shall be appointed by the joint action of the Town Council and the Board of County Commissioners in January of each year, and all members of the board shall serve until their successor shall have been duly appointed and qualified. Vacancies on the board shall be filled for the unexpired term of the member whose office became vacant by the joint action of the Town Council and the Board of County Commissioners.

(Ord. ____ § __, 2022; Ord. 109 § 3, 1967.)

...

2.36.060 Successor to airport authority.

The Jackson Hole airport board shall be the successor to the Jackson Hole airport authority.

(Ord. ____ § __, 2022; Ord. 109 § 6, 1967.)

2.36.070 Powers.

The board shall have unlimited power to engage in and to do any lawful act concerning any and all lawful business authorized by Wyo. Stat. Ann. 10-5-201 et seq.).

(Ord. ____ § __, 2022; Ord. 109 § 7, 1967.)

...

2.36.100 Dissolution and discontinuance. (Repealed)

(Ord. ____ § __, 2022; Ord. 109 § 10, 1967.)

...

2.36.170 Passenger boarding fee--Penalty for violations.

Any person violating Sections 2.36.110 through 2.36.160 or the duly adopted rules and regulations of the Jackson Hole Airport Board issued in connection with Sections 2.36.110 through 2.36.160 is guilty of a misdemeanor.

(Ord. ____ § __, 2022; Ord. 289 § 2, 1982; Ord. 154 § 5, 1973.)

...

2.40.010 Created--Membership--Qualifications--Terms.

There is created a Town Planning Commission for the Town of Jackson, which commission shall consist of an odd number of not more than 7 members and not less than 3, including a chairman, all to be appointed by the Mayor by and with the advice and consent of the Town Council. Members of the Town Planning Commission shall have been bona fide residents of the Town for at least one (1) year immediately prior to their becoming members of the commission and no person holding any other public office or position in the government of the Town shall be eligible for membership on such commission. The members of the initial commission shall take office as of the date of their appointment and qualification. All new members shall be appointed for a term of three (3) years in the manner herein provided at the expiration of the term of each member. All members shall serve without compensation. The Town Planning Commission shall appoint a secretary who, unless he is a member of the Planning Commission, shall not be entitled to vote on matters before the Planning Commission.

2.40.020 Powers and duties.

The Town Planning Commission, acting as the Zoning Commission, shall study the zoning questions in the Town and shall, from time to time, prepare suggested revisions of the Town zoning ordinance. The Town Planning

Commission shall also conduct public hearings concerning requests for amendments to the zoning map of the Town in accordance with the ordinances of the Town. The Town Planning Commission shall also act as the Town Board of Adjustment and perform those functions designated by Town ordinance and statutes of the State to be performed by the Board of Adjustment and shall also perform such other duties as may be required, from time to time, by the ordinances of the Town.

2.40.030 Meeting schedule.

The Town Planning Commission shall hold regular public meetings on the first and third Wednesdays of each month in the council chambers of the Jackson Town Hall at five-thirty p.m. All persons desiring to conduct business before the Town Planning Commission shall contact the Town Planning Department no later than two p.m. on the Friday preceding the meeting at which the person wishes to appear.

2.40.040 Rules.

The Planning Commission may adopt rules in accordance with state law. No action shall be taken by the Planning Commission on any case until after notice and hearing, as required by Town ordinance or the statutes of Wyoming, has been provided and completed. The presence of a majority of the appointed members shall constitute a quorum and the concurring vote of a majority of the members present shall be necessary to decide on any matter upon which the commission is required to pass.

(Ord. ____ § __, 2022; Ord. 1268 § 1, 2020; Ord. 1190 § 1, 2018; Ord. 1051 §1, 2014; Ord. 934 §1, 2009; Ord. 652 § 1, 2000; Ord. 597 § 1, 1998; Ord. 361 § 1, 1987; Ord. 350 § 1, 1986; Ord. 283 § 1, 1982; Ord. 256 §§ 1, 2, 3, 4, 1979; Ord. 164 §§ 1, 2, 3, 4, 1973.)

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.

BY: _____
Riley Taylor, Town Clerk

ORDINANCE D

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NOS. 1-A, 1-E, 2, 3, 31b, 69, 145, 145A, 145B, 153, 212, 226, 283, 326, 350, 360, 361, 384, 385, 457, 499, 597, 598, 599, 644, 652, 699, 717, 719, 787, 842, 872, 934, 1002, 1051, 1186, 1190, 1252, 1268 AND 1315; SECTION 2 OF ORDINANCE NOS. 1-F, 2, 3, 69, 109, 145, 153, 226, 289, 317, 816, 872 AND 873; SECTION 3 OF ORDINANCE NOS. 2, 69, 109, 153, 317, AND 872; SECTION 4 OF ORDINANCE NOS. 2, 69, 145, 152 AND 872; SECTION 5 OF ORDINANCE NOS. 154 AND 872; SECTION 6 OF ORDINANCE NOS. 109 AND 152; SECTION 7 OF ORDINANCE NOS. 109 AND 152; SECTION 8 OF ORDINANCE NO. 152; SECTION 10 OF ORDINANCE NO. 109; SECTIONS 1 THROUGH 4 OF ORDINANCE NOS. 1, 164, 256 AND 644; AND SECTIONS 5 AND 6 OF ORDINANCE NO. 69; AND TITLE 2 OF THE TOWN OF JACKSON MUNICIPAL CODE REGARDING PERSONNEL, TO INCLUDE OFFICERS, BOARDS, AND COMMISSION 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 Ordinance Nos. 1-A, 1-E, 2, 3, 31b, 69, 145, 145A, 145B, 153, 212, 226, 283, 326, 350, 360, 361, 384, 385, 457, 499, 597, 598, 599, 644, 652, 699, 717, 719, 787, 842, 872, 934, 1002, 1051, 1186, 1190, 1252, 1268, and 1315; Section 2 of Ordinance Nos. 1-F, 2, 3, 69, 109, 145, 153, 226, 289, 317, 816, 872 and 873; Section 3 of Ordinance Nos. 2, 69, 109, 153, 317, and 872; Section 4 of Ordinance Nos. 2, 69, 145, 152 and 872; Section 5 of Ordinance Nos. 154 and 872; Section 6 of Ordinance Nos. 109 and 152; Section 7 of Ordinance Nos. 109 and 152; Section 8 of Ordinance No. 152; Section 10 of Ordinance No. 109; Sections 1 through 4 of Ordinance Nos. 1, 164, 256 and 644; and Sections 5 and 6 of Ordinance No. 69; and Title 2 of the Town of Jackson Municipal Code are hereby amended and reenacted to read as follows:

Title 2 Administration and Personnel

...

2.12 TOWN ~~MANAGER~~ADMINISTRATOR

...

2.02.020 Exemption from certain provisions of the Wyoming Statutes relating to veto power for the Mayor.
The Town of Jackson, by adoption of this Charter Ordinance, does hereby exempt itself from the provisions of ~~Wyo. Stat. Ann. § 15-3-201~~ W.S. 15-3-201 (2003, as amended) relating to the veto power of the Mayor in a City of the First Class.
(Ord. 1-C § 2, 2004; Ord. 1-A § 1 (part), 1984.)

2.02.025 Exemption from certain provisions of the Wyoming Statutes relating to the Mayor's appointment of Clerk and Treasurer.
The Town of Jackson, by adoption of this Charter Ordinance, does hereby exempt itself from the provisions of ~~W.S. Wyo. Stat. Ann. § 15-3-204(a)~~ relating to the appointment of Clerk, Attorney, Municipal Judge, and Treasurer by the Mayor with the consent of the governing body and removal by the Mayor.
(Ord. 1-F § 1, 2008).

2.02.030 Officers--Election, appointment and removal.

A. The ~~principalelected~~ officers of the Town of Jackson are a Mayor and four Councilmembers~~n~~, all of whom shall be elected and all of whom shall be members of the governing body as the term is defined in Wyo. Stat. Ann. Title 15, ~~Wyoming Statutes 2003~~. The Mayor and Council~~m~~ Members shall be elected at large, and no discrete ward election districts are created in the Town.

A.B. ~~Appointedadditional~~ officers ~~shall~~ include a Municipal Judge~~(s)~~, Town Manager, and ~~a~~ Town Attorney, who shall be appointed by a majority of all members of the governing body, and according to conditions fixed by ordinance or resolution adopted by the governing body. ~~Other officers and department heads may include a Town Clerk and Town Treasurer, which position may be combined, and a Chief of Police and such other officers and department heads as may from time to time be designated pursuant to ordinances of the Town of Jackson. Appointment and removal of the Town Clerk and Town Treasurer shall be delegated to the Town Administrator.~~ Such other officers and/or department heads shall be designated in a manner to be determined by the governing body pursuant to the general powers granted cities and towns. Such power and authority may be delegated to the Town ~~Administrator~~Manager, and pursuant to a job description of the Town- ~~Manager~~Administrator, which may from time to time be adopted and changed, by resolution of the governing body.

(Ord. _____ § _____, 2022; Ord. 1-F § 2, 2008; Ord. 1-E § 1, 2004; Ord. 599 § 1, 1998; Ord. 1-A § 1 (part), 1984.)

2.02.040 Exemption from certain provisions of the Wyoming Statutes relating to the corporate name of cities of the first class.

The Town of Jackson, by adoption of this Charter Ordinance, does hereby exempt itself from the provisions of ~~W.S.~~ Wyo. Stat. Ann. § 15-3-102 (2003, as amended) relating to the corporate names of cities of the first class, and instead elects to use the name it has historically employed since original incorporation, "Town of Jackson". (Ord. 1-D § 1, 2004)

...

Sections:

2.04.010 Regular meetings.

2.04.020 Special meetings. ~~(Repealed)~~ (Ord. _____ § 1, 2022)

2.04.030 Adjourned meetings.

2.04.040 Executive sessions. ~~(Repealed)~~ (Ord. _____ § 1, 2022)

2.04.050 Presentation of ordinances. ~~(R~~~~epealed)~~ (Ord. _____ § 1, 2022)

2.04.010 Regular meetings.

A. The regular meetings of the Town Council shall be held as follows and in accordance with Wyoming State Statute:

1. ~~At~~ At 6:00 P.M. on the first and third Mondays of each month of the year, unless such day ~~shall be~~is a legal holiday, and then such meeting shall be held at 6:00 P.M. on the next regular business day following the holiday and shall be held in the council chambers of the Town of Jackson Town Hall, Jackson, Wyoming.
2. ~~At~~ At 3:00 P.M. on the third Monday of each month of the year, unless such day ~~is~~~~shall be~~ a legal holiday, and then such meeting shall be held at 3:00 P.M. on the next regular business day following the holiday and shall be held in the council chambers of the Town of Jackson Town Hall, Jackson, Wyoming.
3. ~~At~~ At 3:00 P.M. on the first Monday of each month of the year in conjunction with the Board of County Commissioners of Teton County Wyoming-~~Commission~~, unless such day ~~is~~~~shall be~~ a legal holiday, and then such meeting shall be held at 3:00 P.M. on the second Monday of that month and shall be held in the council chambers of the Town of Jackson Town Hall during the months of January

through June and in the county commission chambers of the Teton County Administration Building during the months of July through December, both located in Jackson, Wyoming.

(Ord. _____ § _____, 2022; Ord. 1002 § 1, 2012; Ord. 872 § 1, 2008; Ord. 457 § 1, 1993; Ord. 384 § 1, 1989; Ord. 360 § 1, 1987; Ord. 145B § 1, 1974; Ord. 145A § 1, 1972; Ord. 145 § 1, 1971.)

2.04.020 Special meetings. (Repealed)

~~Special meetings of the Town Council may be called whenever they are deemed to be necessary by a majority of the members of the Town Council or by the Mayor. Notice of special meetings shall be published in conformance with Wyoming State Statutes.~~

(Ord. _____ § _____, 2022; Ord. 872 § 1, 2008; Ord. 385 § 1, 1989; Ord. 145 § 2, 1971.)

2.04.030 Adjourned meetings.

Any meeting may be adjourned to a later date, except that no meeting may be adjourned to a date beyond the next regular meeting. Only such matters as could legally be considered at the original meeting may be considered at the adjourned meeting.

(Ord. 145 § 3, 1971.)

2.04.040 Executive sessions. (Repealed)

~~When the nature of the business so requires, the Town Council may, by a vote of two-thirds of the members present, go into executive session and exclude the public therefrom.~~

(Ord. _____ § _____, 2022; Ord. 145 § 4, 1971.)

2.04.050 Presentation of ordinances. (Repealed)

~~All ordinances shall be presented in writing or typewritten, and referred to the judiciary committee and shall not be acted upon until the next regular meeting unless by at least a two-thirds vote this rule is suspended, when the committee may be empowered and directed to report at once and when an emergency is declared, an ordinance may be finally passed at the same meeting at which it is introduced, upon either first or second reading with or without being first referred to the judiciary committee or any other committee, and when said ordinance is passed it shall be placed on record in the book of ordinances and shall be published as provided by statute. (Ord. _____ § _____, 2022; Ord. 31b § 1, 1938.)~~

...

Sections:

~~I. Compensation and Bonds~~

2.08.010 Mayor and Councilmembers.

2.08.020 Other Officers. (Repealed) (Ord. _____ § 1, 2022)

~~II. Bonds~~

2.08.030 Town Clerk. (Repealed) (Ord. _____ § 1, 2022)

2.08.040 Town Treasurer. (Repealed) (Ord. _____ § 1, 2022)

2.08.050 Chief of Police. (Repealed) (Ord. _____ § 1, 2022)

2.08.055 Bonds.

2.08.060 Approval and Conditions Imposed.

~~I. Compensation~~

2.08.010 Mayor and Councilmembers.

- A. Commencing on July 1, 2022, with officers sworn into office 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), payable in twelve equal monthly installments.

- 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 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. _____ § _____, 2022; Ord 1315 § 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.)

2.08.020 Other Officers. (Repealed)

~~A. The salaries of the Chief of Police, Town Clerk, Town Treasurer, Municipal Judge, Town Engineer and the Town Attorney are to be as designated from time to time by resolution of the Town Council, but in no event shall they exceed the maximum salary or compensation allowable to such officers under the statutes of the State of Wyoming.~~

(Ord. _____ § _____, 2022; Ord. 872 § 2, 2008; Ord. 226 § 2, 1977; Ord. 1 § 4, 1926.)

II. Bonds

2.08.030 Town Clerk. (Repealed)

~~The Town Clerk shall execute to the Town of Jackson a bond in the penal sum of five hundred dollars with two or more securities.~~

(Ord. _____ § _____, 2022; Ord. 2 § 1, 1926.)

2.08.040 Town Treasurer. (Repealed)

~~A. The Town Treasurer shall execute to the Town of Jackson a bond in the penal sum of two thousand five hundred dollars, with two or more sureties.~~

(Ord. _____ § _____, 2022; Ord. 2 § 2, 1926.)

2.08.050 Chief of Police. (Repealed)

~~The Chief of Police of the Town, who is also ex officio street commissioner and fire warden, shall execute to the Town of Jackson a bond in the penal sum of five hundred dollars, with two or more sureties. (Ord. _____ § _____, 2022; Ord. 2 § 3, 1926.)~~

2.08.055 Bonds.

A. The Municipal Judge and Town Treasurer shall each execute to the Town of Jackson a bond in, at minimum, the state required amount.

A.B. The Town may execute bonds for additional employees at Town Council discretion.

(Ord. _____ § _____, 2022)

2.08.060 Approval and conditions imposed.

The bonds required ~~as aforesaid provided herein,~~ are to be approved by the Town Council, and conditioned for the faithful performance of the duties required of them by law as such officers, and for the faithful performance in the application and payment of all moneys and effects, that may come into their hands in the execution of their duties in their respective offices.

(Ord. _____ § _____, 2022; Ord. 2 § 4, 1926.)

Chapter 2.12
TOWN ~~ADMINISTRATOR~~ MANAGER

Sections:

2.12.010 Establishment of position.

2.12.020 Qualifications.

2.12.030 Functions and duties.

2.12.010 Establishment of position.

There is created and established the position of Town ~~Manager Administrator~~ of the Town of Jackson.
(Ord. _____ § _____, 2022; Ord. 153 § 1, 1973.)

2.12.020 Qualifications.

The Town ~~Manager Administrator~~ shall be selected solely on the basis of ~~theirs~~ executive and administrative qualifications with special reference to training and experience. ~~He~~They shall be appointed and dismissed or removed by a majority of all members of the governing body. ~~He~~They shall be compensated for ~~theirs~~ services as the ~~e~~Council may from time to time determine.

(Ord. _____ § _____, 2022; Ord. 598 § 1, 1998~~;~~ Ord. 317 § 2, 1984~~;~~ Ord. 212 § 1, 1977~~;~~ Ord. 153 § 2, 1973.)

2.12.030 Functions and duties.

The Town ~~Administrator Manager~~ shall be the chief administrative officer of the Town government~~;~~ and shall be responsible to the Mayor and Town Council for the proper administration of all affairs of the Town placed in ~~theirs~~ charge, pursuant to the job description for the Town ~~Manager Administrator~~ as approved and from time to time amended by resolution of the Town Council.

(Ord. _____ § _____, 2022; Ord. 317 § 3, 1984; Ord. 153 § 3, 1973.)

...

2.14.030 Hiring ~~functions,~~ and duties.

The Town Attorney, or designee, shall attend all meetings of the governing body as requested; appear and prosecute for and defend the Town in all cases in which it is a party, and render other professional services as may be required by the governing body or by law. Additional ~~H~~iring procedures, job descriptions, terms and conditions of employment, and duties and responsibilities of the Town Attorney shall be as designated in a ~~R~~esolution~~, setting forth the job description, functions and duties of the Town Attorney as the same~~which may be ~~adopted and from time to time~~ amended from time-to-time by ~~R~~esolution~~, of the Mayor and~~ of the Town Council.

(Ord. _____ § _____, 2022; Ord. 499 § 1, 1995.)

...

2.16.010 Powers and duties.

A. The Town Clerk of the Town of Jackson shall have the custody of the Town seal and of all laws and ordinances of the Town of Jackson, and shall keep a correct and regular journal of the proceedings of the Town Council. ~~He~~They shall engross all ordinances, resolutions, and by-laws, in a separate book to be kept for that purpose, and furnish copies of the same for publication when so directed, and shall issue all warrants for money, when appropriated by the Town Council, and shall keep a distinct and classified account of such appropriations. ~~He~~

A.B.They shall keep on file all papers, books, records, contracts, and correspondence belonging to the Town ~~and not allow any such papers, books, records, contracts or Town seal to be removed without the written consent of the Mayor of the Town,~~ and, at the expiration of ~~his~~their term of office, ~~he~~ shall turn over to

~~theirs~~ successor all property belonging to the Town in ~~theirs~~ possession. ~~He shall be compensated for his services as the Town Council may from time to time determine.~~
(Ord. _____ § _____, 2022; Ord. 872 § 3, 2008; Ord. 3 § 1, 1926.)

...

2.20.010 Duties.

A. The Treasurer of the Town shall, upon payment of all orders, ~~immediately cancel the same and preserve the same on file, provide appropriate financial statements and reports of financial position, operating results and other pertinent information prepared to facilitate management control of financial operations make out monthly reports to the Town Council, and at other times when directed by them so to do, giving a full and classified statement of all moneys received and expended,~~ accompanied by all warrants, or orders paid since ~~theirs~~ last report, as vouchers of ~~theirs~~ accounts, and at the close of each fiscal year ~~he shall publish a full report of all the receipts and disbursements during the year~~ perform an audit subject to Wyo. Stat. §16-4-121. ~~all outstanding warrants drawing interest. H~~They shall pay no money from the Town treasury, except upon warrants regularly issued by the Town Clerk, bearing the Town seal and signed by the Mayor. ~~He shall give a bond for the faithful performance of his duties, to be approved by the Town Council, in such amount as provided by ordinance and a~~

~~A.B.~~At the expiration of ~~theirs~~ term of office, ~~they~~ shall turn over to ~~theirs~~ successor all property belonging to the Town in ~~theirs~~ possession. ~~For his services as Town Treasurer as set forth in this section, he shall be compensated for his services as the Town Council may from time to time determine.~~

(Ord. _____ § _____, 2022; Ord. 872 § 4, 2008; Ord. 3 § 2, 1926.)

...

Sections:

2.28.010 ~~Fire Department-Joint Agreement.~~~~Fire chief--Election.~~

2.28.020 Fire chief--~~Salary~~--Department supervision.

2.28.030 Fire chief--Inspection duties.

2.28.040 Fire chief--Powers.

2.28.050 Investigation of fires--Procedure. (~~Repealed~~) (Ord. _____ § 1, 2022)

2.28.010 Fire Department-Joint Agreement.

The Jackson-Teton County Fire Department shall operate pursuant to ~~that ascertain a joint power~~~~Fire Protection A agreement entered into by and between the Town of Jackson and Teton County, Wyoming on December 16, 1983,~~ as the same may be amended from time to time. Nothing contained herein shall prevent the Town from ~~terminating said joint power agreement or~~ providing fire protection to the Town of Jackson under any other agreement or method not contrary to law.

(Ord. _____ § _____, 2022; Ord. 644 § 1, 2000; Ord. 69 § 1, 1959.)

2.28.020 ~~Administrative~~ Fire Chief-Department Supervision.

It shall be the duty of the ~~Administrative~~ Fire Chief to supervise, with the aid of other officers, a combination fire department for the extinguishment and control of fires and other emergencies, and such other functions deemed necessary within the Town of Jackson.

(Ord. _____ § _____, 2022; Ord. 644 § 2, 2000; Ord. 69 § 2, 1959.)

2.28.030 ~~Administrative~~ Fire Chief-Inspection Duties.

The ~~Administrative~~ Fire Chief, or their designee, shall be the official fire inspector for the Town, and if necessary, shall appoint others to assist with the inspection of any and all buildings in the Town of Jackson.

(Ord. _____ § _____, 2022; Ord. 644 § 3, 2000; Ord. 69 § 3, 1959.)

2.28.040 ~~Administrative Fire Chief--~~ Powers.

In addition to the powers herein ~~after~~ granted, the ~~Administrative Fire Chief~~ or ~~their~~^{his} designee, shall have the following powers:

- A. All powers and duties relative to the ~~investigation~~^{inspection} of fires and set forth in Wyo. Stat. Ann. § 35-9-109, ~~(1999, as amended)~~;
- B. ~~The authority to~~ implement and enforce regulations for the safeguarding of life and property from the hazards of fire, explosion, and dangerous conditions arising from the storage, handling and use of hazardous materials and devices, and from conditions hazardous to life or property in the use or occupancy of buildings or premises;
- C. The authority to inspect ~~public, business or industrial~~ buildings and premises and to require conformance to standards of prevention and safety and use of premises as set forth in Wyo. Stat. Ann. § 35-9-121;
- D. ~~The~~ power to do all things necessary and convenient for carrying into effect the laws of the State of Wyoming and the Town of Jackson pertaining to this chapter and Title 15~~Chapter 15.16~~ of this code for the better protection of the lives and property of the public.

(Ord. _____ § _____, 2022; Ord. 872 § 5, 2008; Ord. 644 § 4, 2000; Ord. 69 § 4, 1959.)

2.28.050 Investigation of fires--Procedure. ~~(Repealed)~~

~~A. The officer making an investigation of a fire occurring in a city, or town, shall forthwith notify the State Fire Marshal and within one week of the occurrence of the fire shall furnish him a written statement of all facts relating to its cause and origin, and such other information as required by forms provided by the State Fire Marshal.~~

~~If, in his opinion, further investigation is necessary, the State Fire Marshal shall take or cause to be taken the testimony on oath of all persons supposed to be cognizant of any facts, or to have means of knowledge in relation to the matter concerning which an examination is required by law to be made, and cause such testimony to be reduced to writing.~~

(Ord. _____ § _____, 2022; Ord. 69 §§ 5, 6, 1959.)

...

Sections:

2.32.010 Created.

2.32.020 Appointments. ~~(Repealed)~~ (Ord. 873 § 1, 2008)

2.32.030 Rank.

2.32.040 Duties of Chief.

2.32.050 Duties of department.

2.32.051 Community Service Unit and Code Enforcement Officer.

2.32.060 Conduct of members.

2.32.070 Service of process. ~~(Repealed)~~ (Ord. _____ § 1, 2022)

2.32.080 Rules and regulations.

...

2.32.040 Duties of Chief.

The Chief of Police shall be the chief law enforcement officer for the Town of Jackson. ~~They~~^{He or she} shall be responsible in the performance of ~~theirs or her~~ duties to the Town ~~Manager~~^{Administrator} and shall be subject to removal from office by the ~~same~~^{Town Administrator}. The Chief of Police shall keep such records and make such

reports concerning the activities of ~~theis or her~~ Police Department as may be required by ~~S~~statute or by the Town ~~ManagerAdministrator~~. ~~The Chief of Police shall be responsible for the performance by the Police Department of its functions and all persons who are members of the Police Department shall serve subject to the orders of the Chief of Police.~~ The Chief of Police may, from time to time, designate in writing an acting Chief of Police to serve as head of the Police Department during any extended absence by the Chief of Police from the Town of Jackson. (Ord. _____ § _____, 2022; Ord. 873 § 2, 2008; Ord. 816 § 2, 2005; Ord. 719 § 1, 2003; Ord. 699 § 1, 2002; Ord. 152 § 4, 1973.)

...

2.32.051 Community Service Unit and Code Enforcement Officer.

The Community Service Unit of the Police Department and Code Enforcement Officer(s) appointed as Special Municipal Officers by the Town of Jackson, have specific authority to issue citations for violations of the Jackson Municipal Code as set forth ~~in by W.S. § 7-2-103(e) and Wyo. Stat. Ann. § 15-1-103(a)(*)~~. (Ord. _____ § _____, 2022; Ord. 1186 § 1, 2017; Ord. 842 § 1, 2007.)

2.32.060 Conduct of members.

It shall be the duty of every member of the Police Department to conduct ~~thei~~mselves~~for or herself~~, in a proper and law-abiding manner, at all times. ~~Each member of the Police Department shall obey the orders and directions of his superior.~~ (Ord. _____ § _____, 2022; Ord. 873 § 2, 2008; Ord. 152 § 6, 1973.)

2.32.070 Service of process. (Repealed)

~~All forms of process may be served by the Chief of Police or any other member of the Police Department acting under the direction of the Chief of Police.~~ (Ord. _____ § _____, 2022; Ord. 873 § 2, 2008; Ord. 152 § 7, 1973.)

2.32.080 Rules and regulations.

A. The Chief of Police may make or prescribe such rules or regulations as ~~they or she~~ shall deem advisable. Such rules, when approved by the Town Council, shall be binding upon the members of the Police Department. ~~Such rules are subordinate to the Town employee policy manual.~~

A.B. In addition to governing the conduct of the members ~~of the Police Department~~, such rules and regulations may cover, ~~besides the conduct of the members~~, uniforms and equipment to be worn or carried, hours of service, assignment and stationing of members of the Police Department, vacations, and all other similar matters necessary or desirable for the better efficiency of the Police Department.

(Ord. _____ § _____, 2022; Ord. 873 § 2, 2008; Ord. 152 § 8, 1973.)

...

Chapter 2.36 AIRPORT BOARD

Sections:

2.36.010 Created.

2.36.020 Membership. (Repealed)- (Ord. _____ § 1, 2022)

2.36.030 Terms--Appointment--Vacancies.

2.36.040 Organization.

- 2.36.050 Body corporate upon certificate of organization filing.
- 2.36.060 Successor to airport authority.
- 2.36.070 Powers.
- 2.36.080 Budget submission--Funding.
- 2.36.090 Liability for actions--Reimbursement for expenses--Meetings.
- 2.36.100 Dissolution and discontinuance. ~~(Repealed)~~; (Ord. § 1, 2022)
- 2.36.110 Passenger boarding fee--Definitions.
- 2.36.120 Passenger boarding fee--Imposition authority--Exemptions.
- 2.36.130 Passenger boarding fee--Collection.
- 2.36.140 Passenger boarding fee--Nonpayment or failure to obtain pass unlawful.
- 2.36.150 Passenger boarding fee--Disposition of revenue.
- 2.36.160 Passenger boarding fee--Duration.
- 2.36.170 Passenger boarding fee--Penalty for violations. ~~(Repealed)~~; (Ord. § 1, 2022)

...

2.36.020 Membership. ~~(Repealed)~~

~~The board shall consist of five members, all of whom shall be qualified electors of Teton County, Wyoming.~~
(Ord. § , 2022; Ord. 109 § 2, 1967.)

2.36.030 Terms--Appointment--Vacancies.

~~One member of the board shall be appointed for a term of one year; one member for two years; one member for three years; one member for four years; and one member for five years, and in each case such member shall serve until the first Monday in February following the expiration of the year.~~ The initial board shall be appointed by the joint action of the Town Council and the Board of County Commissioners of Teton County, Wyoming, and one new member of the board shall be appointed by the joint action of the Town Council and the Board of County Commissioners in January of each year, and all members of the board shall serve until their successor shall have been duly appointed and qualified. Vacancies on the board shall be filled for the unexpired term of the member whose office became vacant by the joint action of the Town Council and the Board of County Commissioners.
(Ord. § , 2022; Ord. 109 § 3, 1967.)

...

2.36.060 Successor to airport authority.

The Jackson Hole airport board shall be the successor to the Jackson Hole airport authority ~~presently existing~~.
(Ord. § , 2022; Ord. 109 § 6, 1967.)

2.36.070 Powers.

The board shall have unlimited power to engage in and to do any lawful act concerning any and all lawful business authorized by Wyo. Stat. Ann. 10-5-201 et seq. ~~Title 10, Chapter 4, Wyoming Statutes 1957, as amended or may be amended from time to time.~~
(Ord. § , 2022; Ord. 109 § 7, 1967.)

...

2.36.100 Dissolution and discontinuance. ~~(Repealed)~~

~~The board herein created may be dissolved and discontinued or the Town of Jackson may withdraw from the board, by resolution of the Town Council adopted in a regular and public meeting at any time within two years~~

following December 20, 1967, which dissolution or withdrawal shall be in accordance with the laws of the State of Wyoming.

(Ord. _____ § _____, 2022; Ord. 109 § 10, 1967.)

...

2.36.170 Passenger boarding fee--Penalty for violations.

Any person violating Sections 2.36.110 through 2.36.160 or the duly adopted rules and regulations of the Jackson Hole ~~a~~Airport ~~b~~Board issued in connection with Sections 2.36.110 through 2.36.160 is guilty of a misdemeanor; ~~and upon conviction, shall be punishable by a fine not exceeding seven hundred fifty dollars.~~

(Ord. _____ § _____, 2022; Ord. 289 § 2, 1982; Ord. 154 § 5, 1973.)

...

2.40.010 Created--Membership--Qualifications--Terms.

There is created a Town Planning Commission for the Town of Jackson, which commission shall consist of an odd number of not more than 7 members and not less than 3, including a chairman, all to be appointed by the Mayor by and with the advice and consent of the Town Council. Members of the Town Planning Commission shall have been bona fide residents of the Town for at least one (1) year immediately prior to their becoming members of the commission and no person holding any other public office or position in the government of the Town shall be eligible for membership on such commission. The members of the initial commission shall take office as of the date of their appointment and qualification. ~~Initial appointments shall be two (2) appointments for one (1) year, two (2) appointments for two (2) years, and three (3) appointments for three (3) years, and thereafter~~ All new members shall be appointed for a term of three (3) years in the manner herein~~above~~ provided at the expiration of the term of each member. All members shall serve without compensation. The Town Planning Commission shall appoint a secretary who, unless he is a member of the Planning Commission, shall not be entitled to vote on matters before the Planning Commission.

2.40.020 Powers and duties.

The Town Planning Commission, acting as the Zoning Commission, shall study the zoning questions in the Town and shall, from time to time, prepare suggested revisions of the Town zoning ordinance. The Town Planning Commission shall also conduct public hearings concerning requests for amendments to the zoning map of the Town in accordance with the ordinances of the Town. The Town Planning Commission shall also act as the Town Board of Adjustment and perform those functions designated by Town ordinance and statutes of the State to be performed by the Board of Adjustment and shall also perform such other duties as may be required, from time to time, by the ordinances of the Town, ~~including, but not limited to, administration of certain portions of the subdivision ordinance.~~

2.40.030 Meeting schedule.

The Town Planning Commission shall hold regular public meetings on the first and third Wednesdays of each month in the council chambers of the Jackson Town Hall at five-thirty p.m. All persons desiring to conduct business before the Town Planning Commission shall contact the Town Planning Department~~secretary of the Planning Commission~~ no later than two p.m. on the Friday preceding the meeting at which the person wishes to appear.

2.40.040 Rules.

The Planning Commission may adopt rules in accordance with Sstate law. No action shall be taken by the Planning Commission on any case until after notice and hearing, ~~as required by Town ordinance or the statutes of Wyomingthe State, has been provided and completed.~~ The presence of a majority of the appointed members shall constitute a quorum and the concurring vote of a majority of the members present shall be necessary to decide on any matter upon which the commission is required to pass.

(Ord. § , 2022; Ord. 1268 § 1, 2020; Ord. 1190 § 1, 2018; Ord. 1051 §1, 2014; Ord. 934 §1, 2009; Ord. 652 § 1, 2000; Ord. 597 § 1, 1998; Ord. 361 § 1, 1987; Ord. 350 § 1, 1986; Ord. 283 § 1, 1982; Ord. 256 §§ 1, 2, 3, 4, 1979; Ord. 164 §§ 1, 2, 3, 4, 1973.)

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.

BY: _____
Riley Taylor, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Interim Town Manager

DT: November 21, 2022

RE: Town Manager's Report

Updated Harassment and Discrimination Training

Town of Jackson policy is that we provide sexual harassment training every two years to all employees and we also provide this training for new hires as part of orientation. Since the pandemic, we had temporarily suspended our two-year rotation of training for all employees and we have had new employees watch a pre-recorded training session that was held in the Council Chambers more than 5 years ago. Additionally, to meet our Federal Transit Authority audit requirements related to Equal Employment Opportunities, all employees that are counted towards our total number of transit related employees (includes Finance, Administration, Legal, etc.) must receive discrimination/EEO training on a periodic basis and supervisors and managers must receive training within 90 days of their appointment. The Town has secured updated training through a company called Traliant that covers both harassment and discrimination and is an interactive online resource. The computer-based training uses short videos, multiple choice questions, and current workplace scenarios to teach the content. Town staff has sampled this training and staff believes it will be a great improvement over current practices. As soon as it is loaded onto system, we will begin implementing this training for all personnel and new hires as part of onboarding and it will replace our outdated method of providing this required training. Staff would encourage Council to also take this training class and will notify Council once it is up, running, and available.

Tree Removal in Wayne May Park

Teton County/Jackson Parks & Recreation (TCJPR) and the Urban Forestry Council (UFC) have notified the Town of a proposed tree removal of a large Cottonwood Tree in Wayne May Park, 780 East Hansen Ave. Factors for removal include safety of the public/local users of the pathway in May Park, infrastructure impacts and the fact that this tree will be removed in the future as part of the May Park Master Plan. Replacement of this tree will be accomplished with at minimum (3) three smaller caliper trees as part of the Master plan development of this parcel. The certified arborist at Parks and Rec recommends removal and the recommendation is attached along with a site map of May Park showing the location of the tree. Due to the size of the tree, greater than 16" diameter Cottonwood, we are obligated to notify you of our decision. The overall risk rating for this tree is Moderate, however, within this rating the 'Consequences for Failure' are significant to severe. The tree is in a pedestrian access corridor within May Park and the proximity to the pathway creates a potentially high likelihood of severe consequences. The Urban Forestry Council was notified and agreed with the recommendation from Parks and

Rec to remove this tree. Members of the Urban Forestry Council include representative from Town Planning, Town Public Works, the Parks and Rec Board and Parks and Rec Forestry staff. There are no LDR implications related to the removal of the tree per Town Planning. Parks and Rec will determine an appropriate location for three (3) replacement trees to be planted based on approved budgeting for the Master plan development. Tree removal, and additions, will be noted in their TreeKeeper Inventory Software. With approval of the Town Manager's report, Parks and Rec will proceed with the removal and replacement of this tree as outlined.



Andy,

I have just completed an evaluation on a large Narrowleaf Cottonwood (site # 2148) located in Wayne May Park. The tree has two large leaders originating from the ground. Both of the leaders have old large trunk wounds that I believe were the result of stock chewing or rubbing against them before the property was developed into a park. Whatever the cause, they both have significant decay from the ground level (if not lower) up at least six feet. There is most likely a cavity or at least soft unstable wood in multiple areas of both trunks based on sounding with a mallet. The trees have a slight lean away from each other increasing the load on the compromised area of the trunk. There was also significant grading done to the immediate area when the park was developed. An irrigation ditch was filled in and relocated changing the hydrology of the immediate area. A pathway was installed within the dripline of the trees. The trees are in failing health. Reduced canopy size, relatively few leaves, limb die-back and missing bark are all conditions that were noted during the inspection. Soft wood in the trunk was obvious and verified with a screwdriver. The wounds on the trunk are very large and encompass approximately one third of the circumference.

The trees are located approximately ten feet from the pathway through the park and within an area less than the height of the tree from a bench. There are park users passing through the fall zone of one trunk often. The rating that I came up with was moderate. I would consider it to be high. It is difficult to come up with a high rating unless I say that the failure is imminent or that the targets are constantly present. I believe that at least one half of the tree will fail in the next two or three years if not sooner. The size of the trees, their instability and their proximity to the pathway and bench cause me to recommend removal at the earliest opportunity possible.

Steve Bigger

Teton County/Jackson Parks and Recreation Department
Landscape/Forestry Senior Technician
I.S.A. Certified Arborist – Certification ID: RM-8132A

