

Jackson Town Council Regular Meeting

December 5, 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/81300951983?pwd=QW9TcHVoaFZOQS9KUmpoQ0h0TTRRdz09>
If the link does not work, join at zoom.com with Webinar ID **813 0095 1983** Password: **83001**
or join by phone **+1 253 215 8782** with Webinar ID **813 0095 1983** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Extra Mile Proclamation
 - 2. Moment of Silence for Rudy Sanford and Lou Hochheiser
 - 3. Introduction of Kellie Fishpough, Police Social Worker

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 21, 2022 Town Council Workshop
 - 2. November 21, 2022 Regular Town Council Meeting
 - 3. November 28, 2022 Special Town Council Meeting
- B. Disbursements
- C. P22-255 Good Samaritan Temporary Sign (Paul Anthony)
- D. P22-266 Ceremony of Carols Temporary Sign (Paul Anthony)
- E. P22-270 Nora's Grand Reopening Temporary Sign (Paul Anthony)
- F. Special Event: Pedigree Stage Stop Dog Sled Race (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.

G. 2023 Rodeo Dates (Roxanne Robinson)

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

A. Administration

1. Jackson Elks Club Gaming License Renewal - *Withdrawn* (Riley Taylor)
2. Transfer of Retail Liquor License DG JH LLC - *Continued* (Lynsey Lenamond)

B. Planning

1. P22-167 Partial Vacation without Replat 75, 85, and 105 McKean Drive (Katelyn Page)

VI. ORDINANCES

- A. Ordinances R-B: Title 16 - Housing Rules and Regulations (third reading, to be designated 1325 through 1335)
- B. Ordinance C: Art Enrichment Allocation (third reading, to be designated 1336)
- C. Ordinance D: Title 2 Personnel Update (third reading, to be designated 1337)
- D. Ordinance F: P22-211 NL-5 Zone LDR Amendment (first reading)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports
- B. Legislative Session Participation - *Tentative* (Arne Jorgensen)
- C. CAST Meeting Travel Authorization

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. 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.

**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 5th DAY OF DECEMBER, 2022.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

Kellie Fishpaugh Introduction

Town of Jackson has hired Kellie Fishpaugh to serve in the new position of Police Social Worker with the Jackson PD. Kellie joins us from Daytona Beach where she served as a police officer for 22 years. In recent years, her focus has been assisting individuals in crisis due to mental illness or substance abuse. She is looking forward to serving Jackson and enjoying the outdoor activities it has to offer.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

NOVEMBER 21, 2022

JACKSON, WYOMING

The Jackson Town Council met in regular workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 1:30 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: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers.

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Paul Anthony, Floren Poliseo, Johnny Ziem, Tanya Anderson, Steve Jellie, Michelle Weber, and Riley Taylor.

Director Updates. Paul Anthony, Steve Jellie, and Michelle Weber gave updates on behalf of the Planning, Fire/EMS, and Police Departments, respectively. Council held discussion with staff.

Winter Service Update. Tyler Sinclair provided Council with an update regarding level of winter service. Council held discussion with staff.

Town Sustainability Plan - *Continued*. Tanya Anderson made staff comment. Council held discussion with staff. Reade Dornan, Grant Gallaher, Emma, Miles Finley, Nicole Milbitz, and Candra Day made public comment. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve the priorities of ecosystem stewardship, climate stewardship, and climate resiliency and the overarching goals and guiding questions as written in the November 21, 2022 staff report for a Hybrid Municipal and Community-wide Town of Jackson Sustainability Plan that includes Scope 1, Scope 2, and Scope 3 emissions.

Council recessed from 2:25pm and reconvened at 3:32pm.

Town Manager Next Steps Check-in. Tyler Sinclair made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to direct staff to bring back a revised job description, as discussed during the workshop, and evaluation metrics at the earliest convenience. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Structural Water Rate Adjustment. Johnny Ziem and Tanya Anderson 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 direct staff to create a draft update to the water rates in Title 13 of the Jackson Municipal Code as discussed in the November 21, 2022, staff report that includes:

1. An expansion of the tiered rate system for all In-Town residential water customers.
2. An expansion of the tiered rate system for all 3 Creek residential and irrigation customers.

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

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 4:45 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: November 30, 2022

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

NOVEMBER 21, 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: Mayor Hailey Morton Levinson, Arne Jorgensen, Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers.

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

Mayor Morton Levinson proclaimed November 14-20, 2022 as Apprenticeship Week, November 26, 2022 as Small Business Saturday, and introduced Endy Rodriguez, Police Systems Administrator.

Public Comment. Akop Manoukian made public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the consent calendar including items A-M as presented with the following motions.

- A. **Meeting Minutes.** To approve the meeting minutes as presented for the November 7, 2022 Regular Town Council Meeting.
- B. **Disbursements.** To approve disbursements as presented. ACE EQUIPMENT & SUPPLY \$2,706.84; ACE HARDWARE \$497.62; AIRGAS INTERMOUNTAIN INC. \$142.19; ALLEGIANCE BENEFIT PLAN MANAGE, INC. \$190,723.01; AMAZON \$5,424.10; AMERICAN PUMP COMPANY \$1,278.88; AMERIWEST WATER SERVICES \$16,982.41; ANTLER MOTEL, INC. \$11,088.00; APEX SAGE INC \$33,228.43; APPLE INC \$12,198.00; ARISTORENAS, MARIA \$450.00; AVAIL VALLEY CONTRUCTION-IDAHO, LLC \$29,593.19; BADGER DAYLIGHTING CORP \$3,517.38; BADILLO, MARCELA \$450.00; BERGMAN, PIERRE \$450.00; BISON LUMBER \$1,170.57; BLUE SPRUCE CLEANERS, INC \$172.02; BRIGGS, ERIC L \$109.90; BRINKMAN CONSULTING, INC \$10,509.13; BUILD 22 \$2,000.00; BURKHOLDER, SHAWN \$3,775.00; CARQUEST AUTO PARTS INC. \$395.53; CASELLE INC. \$1,867.00; CENTURYLINK \$2,188.02; CERTIFIED LABORATORIES \$1,282.85; CHAMBERS, JESSICA \$1,955.46; CONRAD & BISCHOFF INC. \$43,169.66; CORE & MAIN LP \$23,309.67; DAY WIRELESS SYSTEMS \$1,720.00; DAY, JEAN \$450.00; DEAN'S PEST CONTROL LLC \$400.00; DELCON INC \$750.00; DICK ANDERSON CONSTRUCTION \$533,271.19; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$450.00; E.R. OFFICE EXPRESS \$710.87; ELECTRICAL WHSLE SUPPLY CO INC \$5.60; ELITE PARTS \$2,934.72; ENERGY LABORATORIES INC. \$586.00; ETNA TRADE PARK LLC \$4,062.00; EVANS CONSTRUCTION INC \$11,062.66; FIRE SERVICES OF IDAHO \$400.00; FLEETPRIDE \$7,772.54; FREEDOM MAILING SERVICE INC. \$2,849.65; FRITTS, JASON \$450.00; GE SOFTWARE \$80.00; GILLIG LLC \$1,493.49; HD FOWLER COMPANY \$1,087.48; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$114.03; HR 28 LLC \$2,900.00; IDAHO FALLS PETERBILT \$958.91; INTERSTATE BATTERY \$252.90; INTERWEST SUPPLY COMPANY \$10,206.48; IVY OUTDOOR SERVICES LLC \$15,693.75; JACKSON HOLE COMMUNITY HOUSING \$12,500.00; JACKSON HOLE NEWS & GUIDE \$1,852.90; JACKSON LUMBER INC \$711.53; JORGENSEN ASSOCIATES, PC \$36,660.25; JOSE ALFREDO MORENO \$1,500.00; KL2 CONNECTS, LLC \$9,688.00; KRUEGER, ERICA JADE \$450.00; LEGACY PHILANTHROPY WORKS \$7,500.00; LEPCO \$1,636.00; LOWER VALLEY ENERGY INC \$38,861.52; MACY'S SERVICES \$200.00; MAGNELL, AUGUST \$750.00; MARKMAN, JASON \$1,900.00; MATEOSKY CONSTRUCTION \$13,000.00; MCLAURIN, BOB \$1,837.50; MIKE'S OILFIELD SERVICES INC \$4,922.50; MOBILITY FOREFRONT LLC \$35,000.00; MOTOROLA SOLUTIONS, INC \$11,820.16; MOVIEWORKS, LLC \$892.50; NAPA AUTO PARTS INC. \$974.95; NELSON ENGINEERING \$7,887.05; NOLAD, STACY \$450.00; ONE CALL OF WYOMING \$323.25; OPEN CREATIVE \$1,592.92; OTIS ELEVATOR COMPANY \$350.00; PEAK FACILITATION GROUP \$7,368.65; PREMIER TRUCK- SALT LAKE CITY \$865.55; RON'S TOWING \$1,050.00; RUI INC. DBA VILLAGE GARDNER \$898.38; SAFETY SUPPLY & SIGN CO., INC. \$2,435.23; SANCHEZ-MACHUCA, ROSA \$450.00; SENIOR CENTER OF JACKSON HOLE \$33,495.25; SHAINED, MIKE \$11.90; SHAW CONSTRUCTION OF WYOMING, LLC \$30,000.00; SIONICS WEAPON SYSTEMS \$21,199.00; SMITH POWER PRODUCTS, INC. \$1,274.95; SNAKE RIVER ROASTING \$331.70; SPRING CREEK ANIMAL HOSPITAL \$1,002.78; SPSC POA - SOUTH PARK SERVICES CTR POA \$301.38; ST JOHN'S HOSPITAL \$195.00; STONE, KIRK \$2,800.00; SUSTAINABLE STRATEGIES DC, LLC \$15,000.00; SWAGIT PRODUCTIONS, LLC \$1,775.00; SYMBOLARTS, LLC \$1,436.75; TEAM LABORATORY CHEMICAL CORP \$1,170.50; TETON COUNTY CLERK \$264,782.33; TETON COUNTY HISTORIC \$13,425.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$50,120.19; TETON COUNTY SHERIFF'S-JAIL \$1,224.00; TETON COUNTY SPECIAL FIRE FUND \$51,344.03; TETON COUNTY SYSTEMS OF CARE \$100.00; TETON COUNTY-FUND 10 \$74,719.93; TETON COUNTY-FUND 13 \$1,979.21; TETON COUNTY-FUND 19 \$22,947.56; TETON MOTORS INC \$205.66; THE CONNOR E FIELD TRUST \$2,575.00; THE TIRE RACK, INC. \$741.44; TITLE 22 CONSULTANTS \$356.49; VALLEY OFFICE SYSTEMS \$112.04; VISA \$29,184.74; WATTS STEAM STORE ROCKY MT. INC \$686.96; WEST COAST CODE CONSULTANTS \$1,010.00; WEST FORK CONSTRUCTION \$15,888.00; WESTBANK

SANITATION \$1,382.06; WESTERN STATE \$2,097.55; WHITE GLOVE CLEANING, INC. \$3,814.83; WILMA D SORSBY TRUST \$3,000.00; WILSON, JOHN \$2,200.00; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$28,372.17; WY CHILD SUPPORT ENFORCEMENT \$146.76; WYOMING GARAGE DOOR, LLC \$375.00; WYOMING LAW ENFORCEMENT \$205.00; WYOMING.COM INC \$5.00; Y2 CONSULTANTS, LLC \$2,633.00; YELLOW IRON EXCAVATION, LLC \$1,040.00; YELLOWSTONE-TETON CLEAN \$1,803.00

- C. **October Municipal Court Report.** To accept the October Municipal Court Report into record.
- D. **P22-257 Soroptimist Christmas Tree Festival Temporary Sign.** To approve temporary banner application (P22-257) for Soroptimist JH, including the three conditions of approval recommended by the Planning Director in the staff report dated November 21, 2022.
- E. **P22-262 Skating Club of JH Holiday Ice Skating Show Temporary Sign.** To approve temporary banner application (P22-262) for Skating Club of JH, including the three conditions of approval recommended by the Planning Director in the staff report dated November 21, 2022.
- F. **Special Event: Nativity Scene Holiday Display.** 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.
- G. **Special Event: Winter Wonderland.** 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.
- H. **Special Event: Our Lady of Guadalupe Procession.** 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.
- I. **Special Event: Christmas Caroling Sleigh Ride.** 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.
- J. **FY20 TAP Grant Agreement Amendment.** 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.
- K. **Thaw Well Agreement.** To approve, and authorize the Mayor to execute, a Thaw Well Agreement Between the Town of Jackson and Lockhart Cattle Company, LLC as presented.
- L. **400 W. Snow King Surplus Property.** 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.
- M. **Grand Targhee Resort Contracted Bus Service.** 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.

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

Town Facility Use for Early Childhood Education. Tyler Sinclair made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to prepare a contract with Sweet Spirits Preschool and Child Care, LLC for early childhood education and to create partitioned officed space in the garden level of the 155 E. Pearl building. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Restaurant Liquor License – Root Café LLC. Mayor Morton Levinson opened the public hearing. Lynsey Lenamond made staff comment. Council held discussion with staff. There was no public comment. Having considered Wyoming Statute §12-4-104(b) statutory factors for the application, a motion was

made by Arne Jorgensen and seconded by Jessica Sell Chambers 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. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.
- Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resort Liquor License – CCC’s PBI LLC. Mayor Morton Levinson opened the public hearing. Lynsey Lenamond made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to continue the application and public hearing for a resort liquor license from CCCs PBI LLC to the December 19, 2022 Regular Council Meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P22-218 Partial Vacation Without Replat – 725 Upper Snow King Loop. Katelyn Page made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by 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 the staff report dated November 21, 2022. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resolution 22-23: Appreciation for Clarene Law. Approval of Resolution 22-23 was continued to the next available meeting.

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

Ordinance R: An Ordinance Regarding Housing Rules and Regulations Summary of Housing Programs
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 HOUSING 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:

Ordinance S: An Ordinance Regarding Housing Rules and Regulations Housing Mitigation Plan
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:

Ordinance T: An Ordinance Regarding Housing Rules and Regulations Livability Standards
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:

Ordinance U: An Ordinance Regarding Housing Rules and Regulations Dues Assessments
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:

Ordinance W: An Ordinance Regarding Housing Rules and Regulations Weighted Drawing

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:

Ordinance X: An Ordinance Regarding Housing Rules and Regulations Purchase and Sale Standards

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 16.10.600 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:

Ordinance Y: An Ordinance Regarding Housing Rules and Regulations Compliance

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:

Ordinance Z: An Ordinance Regarding Housing Rules and Regulations Occupancy and Use

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:

Ordinance A: An Ordinance Regarding Housing Rules and Regulations Preservation Program

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:

Ordinance B: An Ordinance Regarding Housing Rules and Regulations Definitions

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:

A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinances R, S, T, U, W, X, Y, Z, A, and B on second reading. There was no public comment. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance V: An Ordinance Regarding Housing Rules and Regulations Qualification and Eligibility

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:

There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approved Ordinance V on second reading. Council held discussion. Mayor Morton Levinson called for the vote. The vote showed 3-2 with Mayor Morton Levinson, Arne Jorgensen, and Jonathan Schechter in favor and Jessica Sell Chambers and Jim Rooks opposed. 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:

Katherine Ruekert made public comment. Council held discussion. A motion was made by Arne Jorgensen and seconded by Jim Rooks to approved Ordinance C on second reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

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

Matters from Mayor and Council. Council discussed Pacaso and the most recent National League of Cities conference in Kansas City.

Town Manager’s Report. Tyler Sinclair made staff comment. Council held discussion with staff. The report contained an update on harassment and discrimination training and tree removal in Wayne May Park. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve the Town Manager’s report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:20 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: November 30, 2022

NOVEMBER 28, 2022

JACKSON, WYOMING

The Jackson Town Council met in special session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 8:30 A.M. The meeting was held in-person. Upon roll call the following were found to be present:

TOWN COUNCIL: Arne Jorgensen, Jim Rooks, and Jonathan Schechter. Mayor Morton Levinson joined at 8:34 a.m. Jessica Sell Chambers was absent.

STAFF: Tyler Sinclair, Lynsey Lenamond, and Riley Taylor.

Design Review Committee Interviews.

Council conducted an interview with Doug Halsey.

Council conducted an interview with Kiley Maas.

Council conducted an interview with Hans Flinch.

Council conducted an interview with Michael Stern.

Council conducted an interview with Katherine Koriakin.

Council conducted an interview with Brad Hoyt.

Executive Session. A motion was made by Jonathan Schechter and seconded by Jim Rooks to recess to executive session to consider appointments to volunteer boards in accordance with Wyoming Statute 16-4-405(a)(ii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to consent to the reappointment of Hans Flinch, Michael Stern, Katherine Koriakin, and Brad Hoyt to the Design Review Committee for two-year terms, all of which shall expire October 31, 2024, and to appoint Doug Halsey to the Design Review Committee for a two-year term, which shall expire October 31, 2024. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Mayor Morton Levinson reappointed Hans Flinch, Michael Stern, Katherine Koriakin, and Brad Hoyt to the Design Review Committee for two-year terms, all of which shall expire October 31, 2024 appointed Doug Halsey to the Design Review Committee for a two-year term, which shall expire October 31, 2024.

Adjourn. A motion was made by Jonathan Schechter and seconded Arne Jorgensen to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 10:12 a.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: December 7, 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
328	842-NCBERS GROUP WYOMIN	842122022	PAYROLL DEDUCTIONS	11/01/2022	96.00	96.00	11/23/2022
Total 328:					96.00	96.00	
425	ACE EQUIPMENT & SUPPLY	207283	BATTERY CHARGER	11/01/2022	2,132.25	2,132.25	11/30/2022
425	ACE EQUIPMENT & SUPPLY	207300	ANNUAL LIFT INSPECTION, HV	10/17/2022	1,350.00	1,350.00	11/30/2022
Total 425:					3,482.25	3,482.25	
51	ACE HARDWARE	804100	TOILET RING	11/02/2022	11.99	11.99	11/30/2022
51	ACE HARDWARE	804143	LIGHT BULBS	11/02/2022	7.49	7.49	11/30/2022
51	ACE HARDWARE	804469	SNOWBRUSH	11/04/2022	11.48	11.48	11/30/2022
51	ACE HARDWARE	804474	KEY	11/04/2022	10.47	10.47	11/30/2022
51	ACE HARDWARE	804652	KEY KRAFTER	11/07/2022	20.93	20.93	11/30/2022
51	ACE HARDWARE	804655	CORNER BRACE	11/07/2022	19.96	19.96	11/30/2022
51	ACE HARDWARE	804748	SCREEN FIBER	11/07/2022	73.46	73.46	11/30/2022
51	ACE HARDWARE	804750	TRASH BAGS	11/07/2022	17.99	17.99	11/30/2022
51	ACE HARDWARE	804760	SPRING	11/07/2022	9.48	9.48	11/30/2022
51	ACE HARDWARE	805023	NORDIC 21 POLY PUSH	11/09/2022	98.97	98.97	11/30/2022
51	ACE HARDWARE	805413	OSCI BLADE	11/11/2022	39.99	39.99	11/30/2022
51	ACE HARDWARE	805423	GFI	11/11/2022	31.98	31.98	11/30/2022
51	ACE HARDWARE	805435	GFI	11/12/2022	29.99	29.99	11/30/2022
51	ACE HARDWARE	805445	WIRE	11/12/2022	35.80	35.80	11/30/2022
51	ACE HARDWARE	805462	CONN WIRE BLU TWIST	11/12/2022	3.49	3.49	11/30/2022
51	ACE HARDWARE	805744	KEY MASTER	11/15/2022	38.88	38.88	11/30/2022
51	ACE HARDWARE	805863	SCREWS	11/15/2022	23.19	23.19	11/30/2022
51	ACE HARDWARE	805912	OUTLET	11/16/2022	54.98	54.98	11/30/2022
51	ACE HARDWARE	806100	TAP TRIPLE	11/17/2022	17.98	17.98	11/30/2022
51	ACE HARDWARE	806167	CREDIT	11/17/2022	17.98-	17.98-	11/30/2022
51	ACE HARDWARE	806243	RESPIRATER	11/18/2022	129.98	129.98	11/30/2022
51	ACE HARDWARE	806257	SCREWDRIVERS	11/18/2022	11.99	11.99	11/30/2022
51	ACE HARDWARE	806295	LED	11/18/2022	29.98	29.98	11/30/2022
51	ACE HARDWARE	806323	BATTERY	11/18/2022	24.99	24.99	11/30/2022
51	ACE HARDWARE	806352	PH PAN	11/18/2022	13.88	13.88	11/30/2022
51	ACE HARDWARE	806538	FLAT WASHERS	11/21/2022	.40	.40	11/30/2022
51	ACE HARDWARE	806571	DRAIN BELL	11/21/2022	25.78	25.78	11/30/2022
51	ACE HARDWARE	806637	PH FL	11/21/2022	1.89	1.89	11/30/2022
51	ACE HARDWARE	806707	DOOR STIKE	11/22/2022	75.96	75.96	11/30/2022
51	ACE HARDWARE	806786	SUPPLIES	11/22/2022	125.39	125.39	11/30/2022
51	ACE HARDWARE	806794	COIUPLE ABD	11/22/2022	74.45	74.45	11/30/2022
51	ACE HARDWARE	806803	TAP BRN	11/22/2022	8.99	8.99	11/30/2022
51	ACE HARDWARE	806947	LADDERS	11/23/2022	171.96	171.96	11/30/2022
51	ACE HARDWARE	806962	SLDRING	11/23/2022	41.98	41.98	11/30/2022
51	ACE HARDWARE	806978	SUPPLIES	11/23/2022	46.44	46.44	11/30/2022
51	ACE HARDWARE	807002	SUPPLIES	11/25/2022	32.73	32.73	11/30/2022
51	ACE HARDWARE	807285	SUPPLIES	11/28/2022	98.40	98.40	11/30/2022
51	ACE HARDWARE	807296	SUPPLIES	11/28/2022	30.95	30.95	11/30/2022
51	ACE HARDWARE	807307	SUPPLIES	11/28/2022	32.97	32.97	11/30/2022
51	ACE HARDWARE	807316	SUPPLIES	11/28/2022	5.49	5.49	11/30/2022
51	ACE HARDWARE	807330	SUPPLIES	11/28/2022	7.99	7.99	11/30/2022
Total 51:					1,533.11	1,533.11	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2269	AFLAC	771489	ACCOUNT #y9599	11/25/2022	3,064.76	3,064.76	11/29/2022
Total 2269:					3,064.76	3,064.76	
88	AIRGAS INTERMOUNTAIN INC.	9131434752	WIRE MIG	10/24/2022	244.89	244.89	11/30/2022
88	AIRGAS INTERMOUNTAIN INC.	913192809	GA REPL	11/08/2022	33.34	33.34	11/30/2022
88	AIRGAS INTERMOUNTAIN INC.	9992620822	RRCYLISM AR RENT CYL	10/31/2022	11.41	11.41	11/30/2022
Total 88:					289.64	289.64	
6686	Allegiance Benefit Plan Manage, I	11.17.22	claims	11/17/2022	36,520.79	36,520.79	11/17/2022
Total 6686:					36,520.79	36,520.79	
3213	ALTA PLANNING & DESIGN	22-047-2	SNOW KING/SCOTT LANE INTE	11/03/2022	6,607.00	6,607.00	11/30/2022
Total 3213:					6,607.00	6,607.00	
5726	AMAZON	133J-74KY-DD	BENCH VISE	10/07/2022	467.00	.00	
5726	AMAZON	1793-TGYV-VD	CREDIT	11/11/2022	178.14	.00	
5726	AMAZON	19JT-6CTW-PJ	TONER	11/23/2022	118.99	.00	
5726	AMAZON	1CTH-XCYC-Q	TONER	11/23/2022	118.99	.00	
5726	AMAZON	1D9R-11P1-N	SHREDDER	11/23/2022	46.48	.00	
5726	AMAZON	1FNT-1H6V-T7	CREEPER	11/26/2022	103.99	.00	
5726	AMAZON	1JP1-D41W-Q	DESKTOP SPEAKERS	11/23/2022	279.92	.00	
5726	AMAZON	1MMN-7PG7-Q	WIRELESS PRINTERS	11/23/2022	2,360.14	.00	
5726	AMAZON	1NFJ-YYC-1	LABELS	11/21/2022	49.95	.00	
Total 5726:					3,367.32	.00	
1783	AT&T	287259163099	WIRELESS	11/16/2022	2,132.20	2,132.20	11/30/2022
1783	AT&T	28727216926X	MONTHLY ACCOUNT 287272169	11/12/2022	43.23	43.23	11/30/2022
1783	AT&T	2872795460X1	MONTHLY ACCOUNT 287279795	11/11/2022	251.88	251.88	11/30/2022
Total 1783:					2,427.31	2,427.31	
4088	AVAIL VALLEY CONSTRUCTION-I	112822	Pay app#1 FALL PATCHIG	11/28/2022	266,338.68	266,338.68	11/30/2022
Total 4088:					266,338.68	266,338.68	
6583	BESTDRIVE IDAHO FALLS	29003669	103V FR GMAX	11/14/2022	3,832.32	3,832.32	11/30/2022
6583	BESTDRIVE IDAHO FALLS	29003694	SCANDINAVIA LR	11/15/2022	12,214.00	12,214.00	11/30/2022
Total 6583:					16,046.32	16,046.32	
4774	BIG R RANCH & HOME	1592112	LINED PIGSKIN KNIT WRIST	11/22/2022	263.88	263.88	11/30/2022
4774	BIG R RANCH & HOME	1592634	JACKET	11/26/2022	206.98	206.98	11/30/2022
Total 4774:					470.86	470.86	
3500	BISON LUMBER	2210-795234	LUC26X	10/25/2022	3.61	3.61	11/30/2022
3500	BISON LUMBER	2210-795527	MOUSE TRAPS	10/27/2022	2.59	2.59	11/30/2022
3500	BISON LUMBER	2211-796025	SUPPLIES	11/02/2022	21.19	21.19	11/30/2022
3500	BISON LUMBER	2211-796102	TIRE WIRE	11/03/2022	22.92	22.92	11/30/2022
Total 3500:					43.09	43.09	
4925	CARAHSOFT TECHNOLOGY CO	35809097INV	UFED 4PC ULTIMATE 01/01/23-	11/01/2022	7,419.36	7,419.36	11/30/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4925:					7,419.36	7,419.36	
5	CARQUEST AUTO PARTS INC.	6090-591860	AIR TANKS AND BEAD SEATER	11/10/2022	387.09	387.09	11/30/2022
5	CARQUEST AUTO PARTS INC.	6090-592726	DIATOM OIL ABSORD	11/17/2022	15.56	15.56	11/30/2022
5	CARQUEST AUTO PARTS INC.	6090-593335	FILTER WRENCH	11/23/2022	20.93	20.93	11/30/2022
Total 5:					423.58	423.58	
10	CASH	112922	petty CASH	11/29/2022	17.54	17.54	11/30/2022
10	CASH	112922	petty CASH	11/29/2022	15.99	15.99	11/30/2022
10	CASH	112922	petty CASH	11/29/2022	.04-	.04-	11/30/2022
10	CASH	112922	petty CASH	11/29/2022	132.00	132.00	11/30/2022
Total 10:					165.49	165.49	
447	CDW-GOVERNMENT	FB20816	SAMSUNG GALAXY TAB ACTIV	11/10/2022	9,203.84	9,203.84	11/30/2022
447	CDW-GOVERNMENT	FB23461	SAMSUNG GALAXY TAB ACTIV	11/10/2022	3,451.44	3,451.44	11/30/2022
Total 447:					12,655.28	12,655.28	
544	CENTURYLINK	307733310674	307-733-3106 742B	11/13/2022	46.70	46.70	11/30/2022
Total 544:					46.70	46.70	
6799	CHAMBERS, JESSICA	112122	TRAVEL EXPENSES TO NLOFCI	11/21/2022	341.32	.00	
Total 6799:					341.32	.00	
6114	CLIMB WYOMING	1112922	1ST QUARTER PAYMENT	11/29/2022	1,531.25	1,531.25	11/30/2022
Total 6114:					1,531.25	1,531.25	
514	CONRAD & BISCHOFF INC.	IN-170171-22	FUEL	11/17/2022	44,140.28	44,140.28	11/30/2022
Total 514:					44,140.28	44,140.28	
4887	CONTROL SYSTEM TECHNOLO	10637	troubleshoot flow totalizer	10/25/2022	300.00	300.00	11/30/2022
Total 4887:					300.00	300.00	
6475	CONVERGEONE, INC	PS220571	PROFESSIONAL SERVICES	11/18/2022	787.50	787.50	11/30/2022
Total 6475:					787.50	787.50	
1691	CORE & MAIN LP	R742716	Mach10 usg start dual	11/10/2022	580.85	580.85	11/30/2022
1691	CORE & MAIN LP	R846417	WATER METERS	11/08/2022	9,201.27	9,201.27	11/30/2022
1691	CORE & MAIN LP	R886251	WATER METERS	11/08/2022	14,225.48	14,225.48	11/30/2022
Total 1691:					24,007.60	24,007.60	
708	DELTA DENTAL PLAN OF WYOM	110122	CLAIMS	11/01/2022	10,096.20	10,096.20	11/23/2022
708	DELTA DENTAL PLAN OF WYOM	110122	PREMIUM	11/01/2022	5.20-	5.20-	11/23/2022
Total 708:					10,091.00	10,091.00	
7037	DICK ANDERSON CONSTRUCTI	112822	PAY APP #3 CORE FACILITY	11/28/2022	417,312.87	417,312.87	11/30/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7037:					417,312.87	417,312.87	
6883	DIVISION OF CHILD SUPPORT	111722	DCSE CASE #0005405448	11/17/2022	509.23	509.23	11/17/2022
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	20238	PRESSBOARD	10/17/2022	94.55	94.55	11/30/2022
3408	E.R. OFFICE EXPRESS	20354	copy paper	11/23/2022	89.29	89.29	11/30/2022
3408	E.R. OFFICE EXPRESS	20372	FOLDERS	11/29/2022	72.39	72.39	11/30/2022
Total 3408:					256.23	256.23	
5223	ENERGY CONSERVATION WOR	101022	2ND QUARTER PAYMENT	10/10/2022	8,750.00	8,750.00	11/30/2022
Total 5223:					8,750.00	8,750.00	
1134	ENERGY LABORATORIES INC.	518626	INFLUENT,EFFLUENT CELLS	11/22/2022	417.00	417.00	11/30/2022
Total 1134:					417.00	417.00	
6753	ESRI, INC	94363355	ARCGIS DESKTOP	11/07/2022	8,251.37	8,251.37	11/30/2022
Total 6753:					8,251.37	8,251.37	
2549	FIRST TRANSIT	11844783	CONTRACT SERVICES	11/18/2022	30,516.87	30,516.87	11/30/2022
Total 2549:					30,516.87	30,516.87	
4709	FLEETPRIDE	103625562	43-F-S-JIC AND SWIVEL	11/17/2022	161.34	161.34	11/30/2022
4709	FLEETPRIDE	103638654	HYDRAULIC HOSE	11/09/2022	281.50	281.50	11/30/2022
4709	FLEETPRIDE	103671275	HYDRAULIC COUPLING	11/10/2022	102.88	102.88	11/30/2022
4709	FLEETPRIDE	103735521	HEX HEAD PLUG	11/14/2022	66.80	66.80	11/30/2022
4709	FLEETPRIDE	103768058	CRIMP FITTINGS	11/15/2022	257.46	257.46	11/30/2022
4709	FLEETPRIDE	103785255	MJ X MB STRAIGHT THREAD	11/15/2022	43.46	43.46	11/30/2022
4709	FLEETPRIDE	103876448	CARTRIDGE	11/18/2022	785.85	785.85	11/30/2022
4709	FLEETPRIDE	103899539	DUST CAP	11/21/2022	605.52	605.52	11/30/2022
Total 4709:					2,304.81	2,304.81	
6126	GARMIN USA	DL26445668	MONTHLY SERVICES	11/27/2022	62.95	62.95	11/30/2022
Total 6126:					62.95	62.95	
4212	GILLIG LLC	40974606	MIRROR ASM SPLIT	11/08/2022	942.69	942.69	11/30/2022
4212	GILLIG LLC	40977707	PUMP SEAL VALVE SOLENOIK	11/16/2022	1,876.23	1,876.23	11/30/2022
Total 4212:					2,818.92	2,818.92	
4988	HD FOWLER COMPANY	16267957	RESILIENT WEDGE GATE VALV	11/11/2022	2,659.68	2,659.68	11/30/2022
Total 4988:					2,659.68	2,659.68	
6893	HEALTHIEST YOU	202219219616	NOVEMBER PREMIUM	11/01/2022	1,393.20	1,393.20	11/23/2022
Total 6893:					1,393.20	1,393.20	
96	HIGH COUNTRY LINEN	0350048	MATS @ SI-FERRIN	11/28/2022	16.54	16.54	11/30/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0350053	MATS @ HOME RANCH	11/28/2022	22.87	22.87	11/30/2022
Total 96:					39.41	39.41	
4044	IDAHO FALLS PETERBILT	624372X1	FILTER FUEL/WATER	11/09/2022	22.28	.00	
4044	IDAHO FALLS PETERBILT	CM624372XI	FILTER FUEL/WATER	11/11/2022	22.28-	.00	
Total 4044:					.00	.00	
36	IDAHO STATE TAX COMMISSIO	112322	NOVEMBER WITHHOLDINGS	11/23/2022	4,424.00	4,424.00	11/23/2022
Total 36:					4,424.00	4,424.00	
6121	IDENTISYS, INC	597544	HID ISOPROX ii CARD	11/21/2022	649.17	649.17	11/30/2022
6121	IDENTISYS, INC	597623	SIGMA ID3 PRINTER	11/21/2022	6,948.58	6,948.58	11/30/2022
Total 6121:					7,597.75	7,597.75	
106	INTERSTATE BATTERY	22255102	31 MHD	11/08/2022	388.85	388.85	11/30/2022
106	INTERSTATE BATTERY	22255187	PF GC2 UTL AND SRM 24	11/15/2022	756.75	756.75	11/30/2022
106	INTERSTATE BATTERY	22255274	LT	11/21/2022	104.00-	104.00-	11/30/2022
Total 106:					1,041.60	1,041.60	
2	JACKSON CURBSIDE INC.	00030451	OCTOBER	11/10/2022	1,480.00	1,480.00	11/30/2022
Total 2:					1,480.00	1,480.00	
131	JACKSON HOLE NEWS & GUID	344543	AD 410045	09/14/2022	31.50	31.50	11/30/2022
131	JACKSON HOLE NEWS & GUID	345143	AD#409678	09/30/2022	589.44	589.44	11/30/2022
131	JACKSON HOLE NEWS & GUID	346653	AD 411766	11/02/2022	486.00	486.00	11/30/2022
131	JACKSON HOLE NEWS & GUID	346654	AD 411767	11/02/2022	148.50	148.50	11/30/2022
131	JACKSON HOLE NEWS & GUID	346655	AD 411768	11/02/2022	90.00	90.00	11/30/2022
131	JACKSON HOLE NEWS & GUID	347057	AD 412141	11/16/2022	3,672.00	3,672.00	11/30/2022
131	JACKSON HOLE NEWS & GUID	347058	AD 412140	11/16/2022	1,143.00	1,143.00	11/30/2022
131	JACKSON HOLE NEWS & GUID	347060	AD 412032	11/16/2022	90.00	90.00	11/30/2022
131	JACKSON HOLE NEWS & GUID	347061	AD 412031	11/16/2022	90.00	90.00	11/30/2022
131	JACKSON HOLE NEWS & GUID	347250	AD 412429	11/23/2022	40.50	40.50	11/30/2022
131	JACKSON HOLE NEWS & GUID	347251	AD 412430	11/23/2022	36.00	36.00	11/30/2022
131	JACKSON HOLE NEWS & GUID	347252	AD 412431	11/23/2022	45.00	45.00	11/30/2022
Total 131:					6,461.94	6,461.94	
5084	JACKSON HOLE SECURITY, LL	1917	BUS 210 SYSTEM	11/03/2022	1,516.05	1,516.05	11/30/2022
Total 5084:					1,516.05	1,516.05	
114	JACKSON LUMBER INC	0000816106-0	1X4 PINE	10/05/2022	69.55	69.55	11/30/2022
114	JACKSON LUMBER INC	0000817913-0	SUPPLIES	10/11/2022	676.55	676.55	11/30/2022
114	JACKSON LUMBER INC	0000819071-0	JOIST HANGERS	10/13/2022	143.81	143.81	11/30/2022
114	JACKSON LUMBER INC	0000821476-0	MAGNETIC TIP	10/20/2022	11.50	11.50	11/30/2022
114	JACKSON LUMBER INC	0000821662-0	STUD ANCHOR,FLAT WASHERS	10/20/2022	13.40	13.40	11/30/2022
114	JACKSON LUMBER INC	0000821685-0	STUD ANCHOR CORARSE HEX	10/20/2022	42.36	42.36	11/30/2022
114	JACKSON LUMBER INC	0000821688-0	CREDIT	10/20/2022	13.40-	13.40-	11/30/2022
114	JACKSON LUMBER INC	0000822070-0	GBR	10/21/2022	44.10	44.10	11/30/2022
114	JACKSON LUMBER INC	0000822141-0	GBR	10/21/2022	14.70	14.70	11/30/2022
114	JACKSON LUMBER INC	0000823641-0	NAILS	10/26/2022	1.49	1.49	11/30/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 114:					1,004.06	1,004.06	
115	JACKSON PAINT AND GLASS, I	I128717	LABOR FIELD INSTALL WINDSH	11/15/2022	990.00	990.00	11/30/2022
Total 115:					990.00	990.00	
7125	JACKSON WHOLE FAMILY HEAL	101022	DOT	10/10/2022	380.00	380.00	11/30/2022
Total 7125:					380.00	380.00	
239	JH20 WATER CONDITIONING &	I221018961	water @ WWTP	11/29/2022	78.00	78.00	11/30/2022
Total 239:					78.00	78.00	
2647	JHAM, INC.	JPD112022	Safariland Drag Stabilized Bean B	11/20/2022	306.64	306.64	11/30/2022
Total 2647:					306.64	306.64	
7118	JONES SIMKINS	51681	FY22 AUDIT	10/31/2022	6,050.00	6,050.00	11/30/2022
Total 7118:					6,050.00	6,050.00	
139	JORGENSEN ASSOCIATES, PC	50089	WATERLINE REPLACEMENT	11/03/2022	4,260.00	4,260.00	11/30/2022
139	JORGENSEN ASSOCIATES, PC	50285	06013 CORE FACILITES	11/28/2022	42,366.38	42,366.38	11/30/2022
Total 139:					46,626.38	46,626.38	
6918	JP CONCRETE FINISHING, LLC	INV0024	TOUCH UPS	09/13/2022	150.00	150.00	11/17/2022
Total 6918:					150.00	150.00	
2485	KENWORTH SALES COMPANY	004P7435.02	DIRECTIONAL LED 4" ROUNDE	11/11/2022	478.00	478.00	11/30/2022
Total 2485:					478.00	478.00	
4902	KOIS BROTHERS EQUIPMENT	127613	ABUTEMENT	11/09/2022	1,528.29	1,528.29	11/30/2022
Total 4902:					1,528.29	1,528.29	
5694	LEIGH, CHRISTOPHER S.	111622	REIMBURSEMENT FOR ROBE	11/16/2022	94.77	.00	
Total 5694:					94.77	.00	
5691	LEPCO	50411	SERVICE @ START	11/09/2022	1,038.50	1,038.50	11/30/2022
5691	LEPCO	50412	CHEMICALS	11/11/2022	1,267.00	1,267.00	11/30/2022
5691	LEPCO	50413	SOFTENER SALT	11/11/2022	185.00	185.00	11/30/2022
Total 5691:					2,490.50	2,490.50	
7152	MARSH, SUSAN	092722	SOD 315 E HANSEN	09/27/2022	294.00	.00	
Total 7152:					294.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	5765806001	PRIMARY WIRE VINYL	11/01/2022	207.44	207.44	11/30/2022
4623	MSC INDUSTRIAL SUPPLY CO	5765806003	BONDED WIRE	11/10/2022	7.48	7.48	11/30/2022
4623	MSC INDUSTRIAL SUPPLY CO	5765807001	CONTRACT CLEANER III	10/27/2022	385.45	385.45	11/30/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4623:					600.37	600.37	
257	NAPA AUTO PARTS INC.	103498	NAPAGOLD OIL FILERS	11/05/2022	106.56	106.56	11/30/2022
257	NAPA AUTO PARTS INC.	103599	CABIN AIR FILETERS	11/07/2022	39.40	39.40	11/30/2022
257	NAPA AUTO PARTS INC.	103645	ODOR OUT	11/07/2022	10.29	10.29	11/30/2022
257	NAPA AUTO PARTS INC.	103724	22 IN TRICO FORCE BLADE	11/07/2022	230.32	230.32	11/30/2022
257	NAPA AUTO PARTS INC.	103889	LAMPS	11/08/2022	79.16	79.16	11/30/2022
257	NAPA AUTO PARTS INC.	104124	trico force blde	11/09/2022	178.50	178.50	11/30/2022
257	NAPA AUTO PARTS INC.	104136	2016 ford interceptor sensors	11/09/2022	38.18	38.18	11/30/2022
257	NAPA AUTO PARTS INC.	104144	Beam wiper	11/09/2022	16.99	16.99	11/30/2022
257	NAPA AUTO PARTS INC.	104360	brake rotor	11/09/2022	285.99	285.99	11/30/2022
257	NAPA AUTO PARTS INC.	104395	apa adaptive one read 18 chevy	11/10/2022	143.97	143.97	11/30/2022
257	NAPA AUTO PARTS INC.	104494	2018 chevy taho new starter	11/10/2022	298.79	298.79	11/30/2022
257	NAPA AUTO PARTS INC.	1046935	NAPAGOLD OIL FILTER	11/11/2022	24.15	24.15	11/30/2022
257	NAPA AUTO PARTS INC.	104696	4 wr connector	11/11/2022	24.68	24.68	11/30/2022
257	NAPA AUTO PARTS INC.	104701	starter core chev tahoe	11/11/2022	523.41	523.41	11/30/2022
257	NAPA AUTO PARTS INC.	105015	GUNK	11/14/2022	16.98	16.98	11/30/2022
257	NAPA AUTO PARTS INC.	105180	CAMSHOFT SENSOR	11/14/2022	9.44	9.44	11/30/2022
257	NAPA AUTO PARTS INC.	105216	SENSOR	11/14/2022	16.64	16.64	11/30/2022
257	NAPA AUTO PARTS INC.	105230	CREDIT	11/14/2022	130.68-	130.68-	11/30/2022
257	NAPA AUTO PARTS INC.	105306	napagold air	11/15/2022	60.93	60.93	11/30/2022
257	NAPA AUTO PARTS INC.	105415	adapters	11/15/2022	18.78	18.78	11/30/2022
257	NAPA AUTO PARTS INC.	105463	2013 FORD INTERCEPTOR SWI	11/15/2022	28.79	28.79	11/30/2022
257	NAPA AUTO PARTS INC.	105475	Credit	11/15/2022	184.49-	184.49-	11/30/2022
257	NAPA AUTO PARTS INC.	105495	CREDIT	11/15/2022	324.06-	324.06-	11/30/2022
257	NAPA AUTO PARTS INC.	105609	ATP KIT	11/16/2022	140.87	140.87	11/30/2022
257	NAPA AUTO PARTS INC.	105659	CONNECTORS	11/17/2022	24.16	24.16	11/30/2022
257	NAPA AUTO PARTS INC.	105815	Brakes	11/16/2022	329.98	329.98	11/30/2022
257	NAPA AUTO PARTS INC.	105884	ENR EKECT BATTERY	11/17/2022	59.34	59.34	11/30/2022
257	NAPA AUTO PARTS INC.	106167	CARTRIDGE	11/18/2022	65.35	65.35	11/30/2022
257	NAPA AUTO PARTS INC.	106410	END CAP	11/19/2022	8.29	8.29	11/30/2022
257	NAPA AUTO PARTS INC.	106561	BLISTER PACK CAPSULES	11/21/2022	79.74	79.74	11/30/2022
257	NAPA AUTO PARTS INC.	106660	KOOLER KLEAN	11/21/2022	181.80	181.80	11/30/2022
257	NAPA AUTO PARTS INC.	106661	FILTER	11/21/2022	40.04	40.04	11/30/2022
257	NAPA AUTO PARTS INC.	107123	FILTERs	11/23/2022	33.78	33.78	11/30/2022
257	NAPA AUTO PARTS INC.	107124	OIL	11/23/2022	86.28	86.28	11/30/2022
257	NAPA AUTO PARTS INC.	107227	FILTER	11/23/2022	8.88	8.88	11/30/2022
257	NAPA AUTO PARTS INC.	184225	VEHICLE CHARGERS	08/06/2022	22.58	22.58	11/30/2022
Total 257:					2,593.81	2,593.81	
7149	NATIONAL ASSOCIATION OF W	03079	MICHELLE WEBER MEMBERSH	11/28/2022	100.00	100.00	11/30/2022
Total 7149:					100.00	100.00	
187	NELSON ENGINEERING	60071	SEWER MASTER PLAN	10/31/2022	1,660.00	1,660.00	11/30/2022
187	NELSON ENGINEERING	60095	PROFESSIONAL FEES MATERI	10/31/2022	1,288.30	1,288.30	11/30/2022
187	NELSON ENGINEERING	60175	WEST BROADWAY LANDSIDE M	10/31/2022	191.50	191.50	11/30/2022
Total 187:					3,139.80	3,139.80	
4978	NETSUPPORT INCORPORATED	00049404	netsupprt DNA	11/29/2022	2,379.58	2,379.58	11/30/2022
Total 4978:					2,379.58	2,379.58	
5870	ONE 22, INC.	112222	1ST AND 2ND QUARTER PAYME	11/22/2022	75,000.00	75,000.00	11/30/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5870:					75,000.00	75,000.00	
7148	PAYRAILZ LLC	112422	RETURN ACH PAYMENT SENT T	11/24/2022	49.45	49.45	11/28/2022
Total 7148:					49.45	49.45	
7070	PEAK WATER SERVICES, LLC	INVPWS881	MATERIAL DEPOSIT PER SIGNE	11/21/2022	1,749.97	1,749.97	11/30/2022
Total 7070:					1,749.97	1,749.97	
4801	PHILLIPS, JAMES	112222	TRAVEL REIMB	11/22/2022	305.00	305.00	11/30/2022
Total 4801:					305.00	305.00	
7147	PIZANO, FERNANDO ALVARAD	111622	BAIL REFUND CASE 22-09-0028	11/16/2022	1,500.00	1,500.00	11/17/2022
Total 7147:					1,500.00	1,500.00	
4894	PLATT	3K11799	LFU 20 AMO	11/02/2022	102.30	102.30	11/30/2022
Total 4894:					102.30	102.30	
7150	PORTLANDLABS INC	20425	MONTHLY SERVICE	11/28/2022	90.00	90.00	11/30/2022
Total 7150:					90.00	90.00	
6483	PREMIER TRUCK- SALT LAKE C	775445310	CORE DEPOSIT	11/10/2022	112.51	112.51	11/30/2022
6483	PREMIER TRUCK- SALT LAKE C	775445787	FG/CV50628	11/11/2022	662.56	662.56	11/30/2022
6483	PREMIER TRUCK- SALT LAKE C	775447911	CORE DEPOSIT	11/18/2022	2,021.06	2,021.06	11/30/2022
Total 6483:					2,796.13	2,796.13	
6594	PROTERRA	1050656	SENSOR TEMP SHOCK READ	11/16/2022	2,264.06	2,264.06	11/30/2022
6594	PROTERRA	1050700	FUSE	11/17/2022	157.46	157.46	11/30/2022
6594	PROTERRA	1050744	FUSE	11/17/2022	180.29	180.29	11/30/2022
6594	PROTERRA	1050899	SENSOR	11/21/2022	145.53	145.53	11/30/2022
Total 6594:					2,747.34	2,747.34	
2850	RT1 INC	010122B	shipping CHARGES	01/01/2022	69.53	69.53	11/30/2022
2850	RT1 INC	020822B	shipping CHARGES	02/08/2022	70.61	70.61	11/30/2022
2850	RT1 INC	050222B	SHIPPING CHARGES	05/02/2022	75.97	75.97	11/30/2022
2850	RT1 INC	050521B	shipping CHARGES	05/05/2021	92.57	92.57	11/30/2022
2850	RT1 INC	071222B	SHIPPING CHARGES	07/12/2022	76.80	76.80	11/30/2022
2850	RT1 INC	111921B	shipping CHARGES	11/19/2021	21.78	21.78	11/30/2022
2850	RT1 INC	47	shipping CHARGES	10/05/2022	73.70	73.70	11/30/2022
Total 2850:					480.96	480.96	
7121	S4 FLATS LLC	113022	910 SIMON LANE CONTRIBUTI	11/30/2022	131,786.77	.00	
Total 7121:					131,786.77	.00	
2669	SAFETY-KLEEN SYSTEMS, INC.	90202303	FUEL SURCHARGE	11/03/2022	310.98	310.98	11/30/2022
Total 2669:					310.98	310.98	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2310	SCHOLES, PAULINE	111722	TRAVEL TO VILLAGE TO PICKU	11/17/2022	28.52	28.52	11/30/2022
Total 2310:					28.52	28.52	
4359	SHERWIN-WILLIAMS CO.	8072-9	PAINT	11/23/2022	266.48	266.48	11/30/2022
Total 4359:					266.48	266.48	
4720	SILVERSTAR	54639 1222	MONTHLY SERVICES 54639	11/29/2022	2,695.57	2,695.57	11/30/2022
Total 4720:					2,695.57	2,695.57	
5632	SNAKE RIVER MEP COMPLETE,	5407	WASTE WATER PLANT NO HEA	11/16/2022	1,035.00	1,035.00	11/30/2022
Total 5632:					1,035.00	1,035.00	
4931	SNOW KING HOTEL	112922	HOLIDAY LUNCHEON	11/29/2022	6,900.32	6,900.32	11/30/2022
Total 4931:					6,900.32	6,900.32	
7050	SOSA'S JANITORIAL SERVICE	112822	NOVEMBER TOWN HALL	11/28/2022	5,520.00	5,520.00	11/30/2022
Total 7050:					5,520.00	5,520.00	
6871	STANDARD INSURANCE COMP	112322	LIFE STD AND LTD	11/23/2022	5,079.68	5,079.68	11/23/2022
6871	STANDARD INSURANCE COMP	112322	VOLUNTARY INSURANCE	11/23/2022	2,012.64	2,012.64	11/23/2022
6871	STANDARD INSURANCE COMP	112322	VOLUNTARY LIFE	11/23/2022	1,009.75	1,009.75	11/23/2022
Total 6871:					8,102.07	8,102.07	
5260	STEPHENS, SHAWN	101922	TRAVEL TO DALLAS TX	10/19/2022	1,223.43	.00	
Total 5260:					1,223.43	.00	
5055	STOTZ EQUIPMENT	P95521	RIVET KIT	09/15/2022	253.59	253.59	11/30/2022
Total 5055:					253.59	253.59	
268	TETON MOTORS INC	5104370 1	SL N CONNECTOR KIT	11/11/2022	25.19	25.19	11/30/2022
268	TETON MOTORS INC	5104374	LAMP	11/11/2022	102.36	102.36	11/30/2022
268	TETON MOTORS INC	5104385 1	SL N PUMP AND BELT	11/14/2022	177.34	177.34	11/30/2022
268	TETON MOTORS INC	5104443	PIPE AND VALVE	11/21/2022	801.12	801.12	11/30/2022
268	TETON MOTORS INC	5104467	LAMP	11/22/2022	115.14	115.14	11/30/2022
268	TETON MOTORS INC	5104469	VALVE	11/22/2022	710.57	710.57	11/30/2022
268	TETON MOTORS INC	5104472	VALVE	11/23/2022	100.00-	100.00-	11/30/2022
268	TETON MOTORS INC	5104473	CREDIT	11/23/2022	710.57-	710.57-	11/30/2022
268	TETON MOTORS INC	5104479	STARTER	11/23/2022	202.30	202.30	11/30/2022
268	TETON MOTORS INC	6162685/1	PROGRAM	11/23/2022	194.40	194.40	11/30/2022
Total 268:					1,517.85	1,517.85	
3162	TETON TRASH REMOVAL, INC.	22 NOV 434	TRASH REMOVAL	11/01/2022	49.00	49.00	11/30/2022
Total 3162:					49.00	49.00	
7151	TETON TRUST FOR HISTORIC	110422	FY23 CONTRACT	11/04/2022	7,500.00	7,500.00	11/30/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7151:					7,500.00	7,500.00	
6205	THE HILSINGER CO	220391448	CROAKIES	11/14/2022	1,479.78	1,479.78	11/30/2022
Total 6205:					1,479.78	1,479.78	
6810	THE TIRE RACK, INC.	HW37653	275/55R20	10/13/2022	1,931.68	1,931.68	11/30/2022
Total 6810:					1,931.68	1,931.68	
5637	TIGHE, JOHN	18153	UNDERHOOD LIGHT	10/27/2022	200.50	200.50	11/30/2022
5637	TIGHE, JOHN	18439	CHARGES	11/10/2022	89.95	89.95	11/30/2022
5637	TIGHE, JOHN	18572	WARRENTY	11/17/2022	119.95	119.95	11/30/2022
Total 5637:					410.40	410.40	
7098	TRIPLE L LUMBER COMPANY	103122	REMAINING BALANCE	10/31/2022	103.40	103.40	11/30/2022
Total 7098:					103.40	103.40	
706	USA BLUE BOOK	082196	FIRE HYDRANT ADAPTER CHR	08/17/2022	807.01	807.01	11/30/2022
706	USA BLUE BOOK	112673	FLUKE 1587 FC INSULATION	09/15/2022	926.69	926.69	11/30/2022
706	USA BLUE BOOK	117043	GLASS FIBER FILETERS	09/20/2022	59.26	59.26	11/30/2022
706	USA BLUE BOOK	935498	DANGER SIGNS	04/05/2022	203.50	203.50	11/30/2022
706	USA BLUE BOOK	935560	HAZARDOUS MATERIALS	04/05/2022	89.14	89.14	11/30/2022
Total 706:					2,085.60	2,085.60	
3881	VALLEY OFFICE SYSTEMS	AR1121443	COLOR COPIER	11/21/2022	950.93	950.93	11/30/2022
Total 3881:					950.93	950.93	
1949	VERIZON WIRELESS	9919552153	charges for account 871451763-0	11/23/2022	7,590.73	7,590.73	11/30/2022
Total 1949:					7,590.73	7,590.73	
3420	VISA	Admin 1 2963	breck reservations	10/24/2022	40.30	40.30	11/30/2022
3420	VISA	Admin 1 2963	name badges	10/24/2022	10.97	10.97	11/30/2022
3420	VISA	Admin 1 2963	discount mugs	10/24/2022	94.92-	94.92-	11/30/2022
3420	VISA	Admin 1 2963	residence inn	10/24/2022	139.00	139.00	11/30/2022
3420	VISA	Admin 1 2963	kings caf☿	10/24/2022	300.19	300.19	11/30/2022
3420	VISA	Admin 1 2963	temple publi	10/24/2022	195.00	195.00	11/30/2022
3420	VISA	Admin 1 2963	name badges	10/24/2022	11.76	11.76	11/30/2022
3420	VISA	Admin 1 2963	coolworks	10/24/2022	477.00	477.00	11/30/2022
3420	VISA	Admin 1 2963	lodge @ jh	10/24/2022	139.92	139.92	11/30/2022
3420	VISA	Admin 1 2963	indeed	10/24/2022	265.50	265.50	11/30/2022
3420	VISA	Admin 1 2963	yippy-i-o	10/24/2022	48.78	48.78	11/30/2022
3420	VISA	Admin 1 2963	coolworks	10/24/2022	477.00	477.00	11/30/2022
3420	VISA	Admin 1 2963	soundcloud	10/24/2022	144.00	144.00	11/30/2022
3420	VISA	Admin 1 2963	breck reservations	10/24/2022	84.24-	84.24-	11/30/2022
3420	VISA	Admin 1 2963	staples	10/24/2022	102.99	102.99	11/30/2022
3420	VISA	Admin 1 2963	teton county clerk	10/24/2022	101.48	101.48	11/30/2022
3420	VISA	Admin 1 6864	charture	10/24/2022	200.00	200.00	11/30/2022
3420	VISA	Admin 2 9118 1	wyoming bar	10/24/2022	400.00	400.00	11/30/2022
3420	VISA	Animal 2344 10	the bistro	10/24/2022	85.02	85.02	11/30/2022
3420	VISA	Animal 2344 10	pro vet clothing	10/24/2022	457.70	457.70	11/30/2022
3420	VISA	Animal 2344 10	animal shelter supplies	10/24/2022	1,098.40	1,098.40	11/30/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Animal 2344 10	vistaprint	10/24/2022	36.03	36.03	11/30/2022
3420 VISA		CD 1016 10/24	charture ins	10/24/2022	100.00	100.00	11/30/2022
3420 VISA		Chief 1115 10/2	iACP	10/24/2022	150.00	150.00	11/30/2022
3420 VISA		Chief 1115 10/2	Is e-bikes	10/24/2022	90.09	90.09	11/30/2022
3420 VISA		Chief 1115 10/2	hilton hotels	10/24/2022	2,505.04	2,505.04	11/30/2022
3420 VISA		Chief 1115 10/2	travel expenses	10/24/2022	946.18	946.18	11/30/2022
3420 VISA		IT 6908 10/24/2	sjmc	10/24/2022	185.00	185.00	11/30/2022
3420 VISA		IT 6908 10/24/2	spectrum	10/24/2022	99.99	99.99	11/30/2022
3420 VISA		IT 6908 10/24/2	amazon	10/24/2022	1,263.90	1,263.90	11/30/2022
3420 VISA		IT 6908 10/24/2	amazon	10/24/2022	235.17	235.17	11/30/2022
3420 VISA		IT 6908 10/24/2	ebay	10/24/2022	890.36	890.36	11/30/2022
3420 VISA		IT 6908 10/24/2	amazon	10/24/2022	78.99	78.99	11/30/2022
3420 VISA		IT 6908 10/24/2	if airport	10/24/2022	63.00	63.00	11/30/2022
3420 VISA		IT 6908 10/24/2	portland labs	10/24/2022	90.00	90.00	11/30/2022
3420 VISA		IT 6908 10/24/2	garmin	10/24/2022	63.95	63.95	11/30/2022
3420 VISA		IT 6908 10/24/2	iphone payment	10/24/2022	139.00	139.00	11/30/2022
3420 VISA		IT 6908 10/24/2	dish network	10/24/2022	134.71	134.71	11/30/2022
3420 VISA		IT 6908 10/24/2	b2b prime	10/24/2022	499.00	499.00	11/30/2022
3420 VISA		IT 6908 10/24/2	amazon	10/24/2022	819.98	819.98	11/30/2022
3420 VISA		LT 2 1123 10/2	usps	10/24/2022	11.90	11.90	11/30/2022
3420 VISA		LT 2 1123 10/2	galls	10/24/2022	82.13	82.13	11/30/2022
3420 VISA		PD 2 6825 10/2	amazon	10/24/2022	2,191.68	2,191.68	11/30/2022
3420 VISA		PD 3 0355 10/2	travel expenses	10/24/2022	139.84	139.84	11/30/2022
3420 VISA		PD 3 0355 10/2	ups	10/24/2022	19.57	19.57	11/30/2022
3420 VISA		PD 3 0355 10/2	ups	10/24/2022	10.51	10.51	11/30/2022
3420 VISA		PD 3 0355 10/2	amazon	10/24/2022	55.95	55.95	11/30/2022
3420 VISA		PD 3 0355 10/2	teton rental	10/24/2022	217.00	217.00	11/30/2022
3420 VISA		PD 3 0355 10/2	amazon	10/24/2022	55.40	55.40	11/30/2022
3420 VISA		PD 3 0355 10/2	dominos	10/24/2022	25.40	25.40	11/30/2022
3420 VISA		Planning 1 609	aspen tap	10/24/2022	12.20	12.20	11/30/2022
3420 VISA		Planning 1 609	mailchimp	10/24/2022	59.00	59.00	11/30/2022
3420 VISA		Planning 1 609	gorsuch	10/24/2022	12.75	12.75	11/30/2022
3420 VISA		Planning 1 609	mi chola	10/24/2022	55.97	55.97	11/30/2022
3420 VISA		Planning 1 609	casper star tribune	10/24/2022	9.99	9.99	11/30/2022
3420 VISA		Planning 1 609	viceroy	10/24/2022	524.61	524.61	11/30/2022
3420 VISA		Planning 1 609	casper star tribune	10/24/2022	19.99	19.99	11/30/2022
3420 VISA		Planning 1 609	jedediah corp	10/24/2022	11.00	11.00	11/30/2022
3420 VISA		Planning 2 610	viceroy	10/24/2022	221.06	221.06	11/30/2022
3420 VISA		Planning 2 610	united	10/24/2022	653.19	653.19	11/30/2022
3420 VISA		PW 1 8144 10/	kum n go	10/24/2022	43.05	43.05	11/30/2022
3420 VISA		PW 1 8144 10/	breck reservations	10/24/2022	84.20-	84.20-	11/30/2022
3420 VISA		PW 1 8144 10/	double tree	10/24/2022	75.07	75.07	11/30/2022
3420 VISA		PW 1 8144 10/	double tree	10/24/2022	114.93	114.93	11/30/2022
3420 VISA		PW 1 8144 10/	double tree	10/24/2022	114.93	114.93	11/30/2022
3420 VISA		PW 1 8144 10/	double tree	10/24/2022	75.07	75.07	11/30/2022
3420 VISA		PW 1 8144 10/	breck reservations	10/24/2022	75.00	75.00	11/30/2022
3420 VISA		PW 1 8144 10/	double tree	10/24/2022	142.68	142.68	11/30/2022
3420 VISA		PW 1 8144 10/	double tree	10/24/2022	114.92	114.92	11/30/2022
3420 VISA		PW 3 4142 10/	amerigas	10/24/2022	198.19	198.19	11/30/2022
3420 VISA		PW 3 4142 10/	albertsons	10/24/2022	8.46	8.46	11/30/2022
3420 VISA		PW 3 4142 10/	merry piglets	10/24/2022	93.44	93.44	11/30/2022
3420 VISA		Sergeant 1064	crye precision	10/24/2022	568.55	568.55	11/30/2022
3420 VISA		Sergeant 1064	otc brands	10/24/2022	177.86	177.86	11/30/2022
3420 VISA		Sergeant 1064	american assoc of police	10/24/2022	125.00	125.00	11/30/2022
3420 VISA		Sergeant 1064	Is e-bikes	10/24/2022	95.40	95.40	11/30/2022
3420 VISA		Sergeant 1064	albertson	10/24/2022	58.95	58.95	11/30/2022
3420 VISA		Sergeant 1064	brownells inc	10/24/2022	138.88	138.88	11/30/2022
3420 VISA		Sergeant 1064	amazon	10/24/2022	97.42	97.42	11/30/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Sergeant 1064	target	10/24/2022	42.61	42.61	11/30/2022
3420 VISA		Sergeant 1064	us tact supplies	10/24/2022	232.83	232.83	11/30/2022
3420 VISA		Sergeant 1064	amazon	10/24/2022	60.18	60.18	11/30/2022
3420 VISA		Sergeant 1064	travel expenses	10/24/2022	616.99	616.99	11/30/2022
3420 VISA		Sergeant 1064	target	10/24/2022	155.94	155.94	11/30/2022
3420 VISA		SGT 1255 10/2	staples	10/24/2022	170.52	170.52	11/30/2022
3420 VISA		SGT 1255 10/2	amazon	10/24/2022	68.87	68.87	11/30/2022
3420 VISA		SGT 1255 10/2	wasp	10/24/2022	196.94	196.94	11/30/2022
3420 VISA		SGT 1255 10/2	staples	10/24/2022	43.95	43.95	11/30/2022
3420 VISA		START 2 1214	target	10/24/2022	5.49	5.49	11/30/2022
3420 VISA		START 2 1214	staples	10/24/2022	40.60	40.60	11/30/2022
3420 VISA		START 2 1214	staples	10/24/2022	25.31	25.31	11/30/2022
3420 VISA		START 2 1214	staples	10/24/2022	53.21	53.21	11/30/2022
3420 VISA		START 2 1214	staples	10/24/2022	62.99	62.99	11/30/2022
3420 VISA		START 2 1214	ace hardware	10/24/2022	5.98	5.98	11/30/2022
3420 VISA		START 2 1214	staples	10/24/2022	386.33	386.33	11/30/2022
3420 VISA		START 2 1214	staples	10/24/2022	49.99	49.99	11/30/2022
3420 VISA		START 2 1214	amazon	10/24/2022	60.98	60.98	11/30/2022
3420 VISA		START 2 1214	staples	10/24/2022	28.28	28.28	11/30/2022
3420 VISA		START 2 1214	staples	10/24/2022	62.99	62.99	11/30/2022
3420 VISA		START 2 1214	doodle	10/24/2022	83.40	83.40	11/30/2022
3420 VISA		START 3 4100	FEDEX	10/24/2022	103.55	103.55	11/30/2022
3420 VISA		START 3 4100	amazon	10/24/2022	13.77	13.77	11/30/2022
3420 VISA		START 3 4100	amazon	10/24/2022	23.31	23.31	11/30/2022
3420 VISA		START 3 4100	FEDEX	10/24/2022	11.50	11.50	11/30/2022
3420 VISA		START 3 4100	amazon	10/24/2022	58.63	58.63	11/30/2022
3420 VISA		START 3 4100	STAPLES	10/24/2022	269.87	269.87	11/30/2022
3420 VISA		START 3 4100	amazon	10/24/2022	8.47	8.47	11/30/2022
3420 VISA		TC 2 8581 10/2	travel expense council	10/24/2022	635.65	635.65	11/30/2022
3420 VISA		VS 9126 10/24/	prezi	10/24/2022	36.00	36.00	11/30/2022
3420 VISA		VS 9126 10/24/	smith	10/24/2022	108.07	108.07	11/30/2022
3420 VISA		VS 9126 10/24/	pinky g's	10/24/2022	76.30	76.30	11/30/2022
3420 VISA		VS 9126 10/24/	coca cola	10/24/2022	10.60	10.60	11/30/2022
3420 VISA		VS 9126 10/24/	staples	10/24/2022	51.41	51.41	11/30/2022
3420 VISA		VS 9126 10/24/	4imprint	10/24/2022	911.59	911.59	11/30/2022
3420 VISA		VS 9126 10/24/	conference	10/24/2022	100.00	100.00	11/30/2022
3420 VISA		VS 9126 10/24/	lodge @ jh	10/24/2022	259.74	259.74	11/30/2022
3420 VISA		VS 9126 10/24/	staples	10/24/2022	100.00	100.00	11/30/2022
3420 VISA		VS 9126 10/24/	dominos	10/24/2022	83.32	83.32	11/30/2022
Total 3420:					24,719.16	24,719.16	
5022 VISION SERVICE PLAN - (WY)		816284978	NOVEMBER PREMIUM	10/17/2022	1,758.91	1,758.91	11/23/2022
Total 5022:					1,758.91	1,758.91	
517 WAM		17238	ROXANNE FALL WORKSHOP	09/26/2022	125.00	125.00	11/30/2022
Total 517:					125.00	125.00	
4848 WAMCO LAB, INC.		14688	EFFLUENT ACUTETOXICITY TE	11/11/2022	550.00	550.00	11/30/2022
Total 4848:					550.00	550.00	
1640 WESTERN STATE		IN002204207	CAPS AS	11/07/2022	104.76	104.76	11/30/2022
Total 1640:					104.76	104.76	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2802	WESTWOOD CURTIS	111122	PAYMENT #6 10/22/22 TO 11/11/	11/11/2022	104,697.43	104,697.43	11/30/2022
2802	WESTWOOD CURTIS	33860	PREPPED SIDEWALKS FOR CO	11/22/2022	9,067.47	9,067.47	11/30/2022
Total 2802:					113,764.90	113,764.90	
3619	WY CHILD SUPPORT ENFORCE	111722	case #209790	11/17/2022	146.76	146.76	11/17/2022
Total 3619:					146.76	146.76	
4139	WY WORKERS' SAFETY & COM	112322	DECEMBER PREMIUM	11/23/2022	17,398.57	17,398.57	11/23/2022
Total 4139:					17,398.57	17,398.57	
4198	WYOMING FIRST AID & SAFETY	80001798	first aid kit resupply	11/15/2022	162.22	162.22	11/30/2022
Total 4198:					162.22	162.22	
329	WYOMING RETIREMENT SYST	3071845124	NOVEMBER CONTRIBUTIONS	11/22/2022	139,619.62	139,619.62	11/23/2022
Total 329:					139,619.62	139,619.62	
2842	YELLOW IRON EXCAVATION, LL	73151	455 VINE	07/31/2022	20.00	20.00	11/30/2022
2842	YELLOW IRON EXCAVATION, LL	73151	455 VINE	07/31/2022	20.00	20.00	11/30/2022
2842	YELLOW IRON EXCAVATION, LL	73151	455 VINE	07/31/2022	20.00	20.00	11/30/2022
2842	YELLOW IRON EXCAVATION, LL	73151	455 VINE	07/31/2022	20.00	20.00	11/30/2022
2842	YELLOW IRON EXCAVATION, LL	74263	455 VINE	08/31/2022	20.00	20.00	11/30/2022
2842	YELLOW IRON EXCAVATION, LL	74263	455 VINE	08/31/2022	20.00	20.00	11/30/2022
2842	YELLOW IRON EXCAVATION, LL	74263	455 VINE	08/31/2022	20.00	20.00	11/30/2022
2842	YELLOW IRON EXCAVATION, LL	74263	455 VINE	08/31/2022	20.00	20.00	11/30/2022
Total 2842:					160.00	160.00	
3507	ZIEM, JOHNNY	112022	TRAVEL TO CARLOTTESVILLE v	11/20/2022	652.55	.00	
Total 3507:					652.55	.00	
Grand Totals:					1,575,020.27	1,437,260.11	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
--------	-------------	----------------	-------------	--------------	--------------------	-------------	-----------

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	December 5, 2022	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-255: TEMPORARY SIGN PERMIT Good Samaritan Mission	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.

Good Samaritan Mission has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise request for end of year giving (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - December 18, 2022 – December 31, 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:
 - December 18, 2022 – December 31, 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

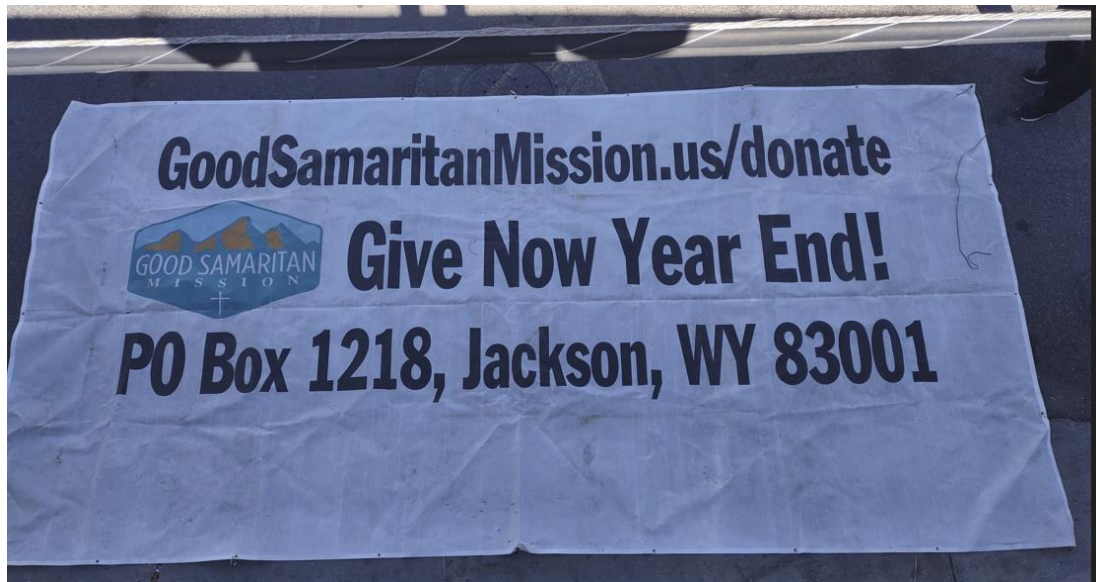
Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*

I move to **approve** temporary banner application (P22-255) for Good Samaritan Mission, including the three conditions of approval recommended by the Planning Director in this staff report dated December 5, 2022.

Location: Albertson's

Banner Design: 14' x 3'

Material: Polyblend Canvas





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: Last 2 weeks of Dec. 2022 Physical Address of Event: Broadway & Buffalo Way
Description of Event: Banner Display at Albertson's
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Good Samaritan Mission Phone: 307 733 3165
E-mail: PO Box 1218 Jackson, WY 83001 ZIP: 83001
georgia@goodsamaritanmission.us Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: _____
Physical Address: <u>B'dway & Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>12/18 thru 12/31/2022</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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

Georgia H Ligor
Signature of Authorized Event Applicant

10-20-22
Date

Georgia H Ligor

10/19/2022

Good Samaritan Mission
Applicant Name Printed

Executive Director
Title

SECURED w/ THREE H.D. ZIP TIES

PLEASE SUPPORT THE GOOD SAMARITAN
MISSION IN YOUR END OF YEAR GIVING.

Serving the hungry, hurting, homeless in our community since
1970

White Letters, Blue Background, 100% polyblend canvas
14 feet long by 3 feet wide

STAFF REPORT



Meeting Date:	December 5, 2022	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-266: TEMPORARY SIGN PERMIT Ceremony of Carols	Public Comment:	Yes

Purpose & Policy Considerations.

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

Requested Action.

JH Classical Academy has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their 9th Annual Holiday Music Program (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - December 11, 2022 – December 16, 2022

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

Recommendations.

The Planning Director recommends approval 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:
 - December 11, 2022 – December 16, 2022

Background.

NA

Analysis.

NA

Alternatives (Optional).

NA

Fiscal Impact.

None

Staff Impact.

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

Attachments or Links.

Applicant Submittal

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

I move to **approve** temporary banner application (P22-266) for JH Classical Academy, including the three conditions of approval recommended by the Planning Director in this staff report dated December 5, 2022.

Location: Albertson's
Banner Design: 8' x 12'
Material: Vinyl



Ceremony *of* Carols

Thursday, Dec. 15
5:00–6:30 PM

Free admission. All welcome!

JACKSON HOLE
CLASSICAL ACADEMY



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: 9th Annual Ceremony of Carols Physical Address of Event: 2500 S. Park Loop Rd, Jackson, WY
Description of Event: Annual Christmas/holiday musical program for the entire Jackson community.
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

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

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's Store</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way, Jackson, WY</u>	Physical Address: _____
Dates of Display: <u>12/11/22-12/16/22</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

Yes ☒ No ☐ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.
Yes ☒ No ☐ 96" x 144" vinyl, full color, hung behind Albertson's via rope and grommets
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.

Brittany Semco

Signature of Authorized Event Applicant

Brittany Semco

Applicant Name Printed

11-9-22

Date

Marketing & Events Manager

Title

STAFF REPORT



Meeting Date:	December 5, 2022	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-270: TEMPORARY SIGN PERMIT Nora's Fish Creek Inn Grand Re-Opening	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.

Nora's Fish Creek Inn has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their Grand Re-Opening (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - December 07, 2022 – December 20, 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:
 - December 07, 2022 – December 20, 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 (P22-270) for Nora's Fish Creek Inn including the three conditions of approval recommended by the Planning Director in this staff report dated December 5, 2022.

Location: Albertson's
Banner Design: 8' x 5'
Material: Vinyl





TEMPORARY SIGN PERMIT APPLICATION
Planning & Building Department

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

EVENT NAME:

Event Name:

Description of Event:

Grand Opening

Nora's Grand Re-opening Physical Address of Event: 5600 W. Hwy. 22 Wilson WY 83014
Restaurant Grand Re-opening
Yes ☐ No ☒ Re-opening

EVENT SPONSOR/APPLICANT: Name:

Mailing Address:

E-mail:

P.O. Box 156, Wilson, WY 83014 Phone: (307) 733-71662
rlaycn@hotmail.com ZIP: 83014
Non-Profit: ☐ For Profit: ☒

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description:

Physical Address:

Dates of Display:

Consent from Owner Obtained? Yes ☒ No ☐

Business/Description:

Physical Address:

Dates of Display:

Consent from Owner Obtained? Yes ☐ No ☐

Business/Description:

Physical Address:

Dates of Display:

Consent from Owner Obtained? Yes ☐ No ☐

Business/Description:

Physical Address:

Dates of Display:

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

Applicant Name Printed

Date

Title

STAFF REPORT



Meeting Date:	December 5, 2022	Meeting Title:	Regular Meeting Consent
Submitting Department:	Administration	Presenter:	Carl Pelletier
Agenda Item:	Special Event: Pedigree Stage Stop Sled Dog Race – Ceremonial Start	Public Comment:	Yes

Purpose & Policy Considerations.

The Mayor and Council consider all special event applications requesting use of Town property, the closure and restricted use of Town streets, temporary parking restrictions, relief from Town ordinances and the authorization of staff overtime.

Requested Action.

Staff is requesting Town Council consider the special event application submitted by the Pedigree Stage Stop Race to host the Pedigree Stage Stop Race Ceremonial Start.

Recommendations.

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

Background.

The applicant, Pedigree Stage Stop Sled Dog Race, has submitted a special event application to host the opening day of the Pedigree Stage Stop Sled Dog Race. The race is scheduled for Friday, January 27, 2023. The race will start at 6:30 P.M. with ceremonial teams will making their way to the start line at 6:15 P.M. Preparations for the event will begin at 5:00 A.M. and clean up should conclude by approximately 11:30 P.M.

There is one change as compared to previous years: the layout of the race course. In the past the event has started on Broadway at the corner of Cache and Broadway. The racers would use the following course:

- East down Broadway to Redmond
- South on Redmond to Cache Creek Drive
- West on Cache Creek Drive through Snow King private property eventually ending up at Phil Baux Park.

This year the applicant has been working with the Town of Jackson's Streets Manager to shorten the route (making it shorter and less impactful). The new proposed route would start on Broadway at the corner of Cache and Broadway as in previous years. The racers would use the following course:

- East down Broadway to Willow
- South on Willow to Snow King Avenue
- West on Snow King Avenue to Fairgrounds parking area.

The shortened route would require less track building for Public Works reducing costs. The shortened track would reduce impact on citizens.

The applicant has purchased ad space in the local newspaper informing the public of the route change and letting the public know that public comment is being accepted and the meeting to consider this event is taking place tonight. The applicant has also distributed fliers to houses and businesses located along the proposed route informing them of the possible change and their ability to make public comment.

The applicant is seeking the following approvals from the Town:

- Use of town streets for the race, which will have the following course: From the Deloney parking lot at the corner of King and Deloney participants proceed west on Deloney and then diagonally across Town

Square/George Washington Memorial Park to the race start line at Broadway and Cache, east on Broadway to Willow, south on Willow to Snow King Avenue, west on Snow King Avenue to finish in Teton County Fairgrounds parking lot.

- Closure of the Deloney parking lot from 6:00 A.M. to 8:00 P.M. for staging the event and pre-race vet checks and dog team staging which will begin at 9:00 A.M.
- Deloney Street from North King to Center Street: Parking closures on both sides of the street beginning at 6:00 A.M.
- Center Street between Broadway and Deloney: Parking closures on both sides of the street beginning at 6:00 A.M. for Public Works access to build the course and vendor set up. The street will close at 12:00 noon.
- Broadway between Cache and Willow: Parking closures on both sides of the street beginning at 10:00 A.M. for Public Works access to build the course and vendor set up. The street will close at 12:00 noon.
- Willow from Broadway to Snow King Avenue: Parking closures on the south side of the street beginning at 7:00 A.M. The street will close at 8:00 A.M. for Public Works access to build the course.
- Snow King Avenue from Willow to entrance to Teton County Fairgrounds: Parking closures on both sides of the street beginning at 7:00 A.M. The street will close at 8:00 A.M. for Public Works access to build the course.
- Approval of the attached sign permit application including off site banners, street pole banners, and sponsor pendants to be displayed along the rope barrier during the event. These signs have been approved in past years.
- Relief from ordinance 7.12.135 prohibiting dogs in Town parks.
- Relief from Section 8.20.020 of the Municipal Code of the Town of Jackson, which prohibits the use, discharge, and detonation of fireworks in the Town of Jackson. Section 8.20.030 of the code allows the Town Council to grant a permit for supervised public displays of fireworks by organizations which are handled by a competent operator and which are not hazardous to property or endanger any person. Snow King Resort in conjunction with the Pedigree Dog Sled Race will be hosting a Torchlight Parade and a fireworks display on the ski hill following the sled dog race.
- Parks and Recreation services to build a race track through George Washington Memorial Park.
- Trash picked up from the cans surrounding the Town Square on Saturday, January 28, 2023.
- Town personnel services for signing of streets in advance for no parking and for the hospital detour route, monitoring and replacement of signs as needed, towing of vehicles in violation of signs, erection of barricades throughout the race course, personnel and equipment to truck in and lay down a snow track for the race, erection of bleachers at the corner of Broadway and Center street, clearing of the race track at the end of the race, removal of barricades, placement of light pole generators around Town Square, and substantial Police Department personnel for race day traffic, parking and animal control.
- That Fire/EMS park a fire truck in the center of Broadway next for display, the race photographer, and national anthem (in addition to being available in case of emergency).
- Issuance of an exposition license for all goods provided. Please note that this year there will be a merchandise tent with proceeds from merchandise sales directly benefitting the campaign promoting the adoption of shelter dogs.
- Permission from Town Council for amplified noise generated by the event including music and announcements.

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 has traditionally served as the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

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

Fiscal Impact.

Income includes a \$27 Special Event Application Fee and a \$123 Exposition License Fee. Costs are incurred by Parks and Recreation, Public Works and the Police Department for personnel, equipment usage, and fuel. Estimated expenses include: Public Works - \$10,000, Police Department - \$1,100, Parks and Recreation - \$900.

Staff Impact.

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

- Special event processing (30 minutes)
- Parks and Recreation preparation and clean-up (11.5 hours)
- Public Works course preparation and removal (30 hours)
- Police Department planning, preparation and presence (6 hours)
- Departmental reviews (approximately 3 hours)
- Staff report preparation (1 hour)
- Follow-up (30 minutes)

Conditions and Restrictions.

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

- The applicant will utilize newspaper advertisement space and other forms of social media to inform residents and businesses along the race route.
- The applicant shall clean up the entire area immediately following the conclusion of the race. The applicant shall contract trash and recycling removal.
- Town staff shall approve any alterations to the original application and/or the site plan on a case-by-case basis.
- Advertisement of the event through the use of temporary banners shall be limited to those requested in conjunction with the special event application. All banners placed on private property must be approved by the property owner prior to placement.
- Any fireworks displays must be approved by the Fire Marshal prior to the event.
- Walkways around the square behind the vendor tents shall stay open and unblocked with no cords, boxes, supplies, etc. or blocked off completely at each end with barricades. All electrical cords shall be covered for pedestrian safety.
- The applicant shall coordinate all services with Public Works, Police, Parks and Recreation and Town Administration at least seven days prior to the event:
 - Volunteer placement and event details
 - Bleacher requests and deposits
 - Power and electrical needs

- Road closings
- Traffic management
- The applicant will secure any needed barricades, traffic signs, traffic cones, etc. from a commercial rental company. In the case that any such equipment is available, the applicant will coordinate any additional requests with Public Works at least seven days in advance of the event.
- The Parks and Recreation Department requires a damage deposits for bleachers prior to delivery.
- The applicant shall provide a minimum of ten (10) volunteers with vests to assist with traffic control. The applicant shall contact the Police Department at least ten (10) days prior to the event to verify volunteer placement and to coordinate all event details unless a joint meeting is arranged with all relevant Town departments.
- Parks and Recreation would prefer that straw bales not be used as barricades in Town Square as the straw is difficult to remove. Wood barricades may be used instead.
- The applicant shall coordinate parking in the Teton County Fairgrounds parking lot with the Fairgrounds Manager prior to the event.
- The applicant shall facilitate parking of dog teams and dog trucks in the Fairgrounds parking lot.
- The applicant shall provide six port-a-potties in the event area. The applicant shall confirm placement of port-a-potties with Parks and Recreation Department and Public Works prior to race day.
- 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.
- Fire Department access roads shall maintain and clear and unobstructed width of 20 feet to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.
- All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).
- Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
- 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 2403.6).
- Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 2404.2).
- Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 2404.5).
- Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 2404.6).
- All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 2404.7)
- Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 2404.12).
- Any cooking performed within tents shall require advance approval by this Department (IFC 2404.15.3 – 2404.15.7).
- 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 2404.19).

- 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).
- Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2)
- The applicant shall obtain permission from the Lutheran Church to use their parking lot.
- Any additional requirements set forth by the Jackson Town Council

Attachments or Links.

Special Event Application

Map of Course

Traffic Volunteer Information

Timelines

Temporary Sign Permit

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

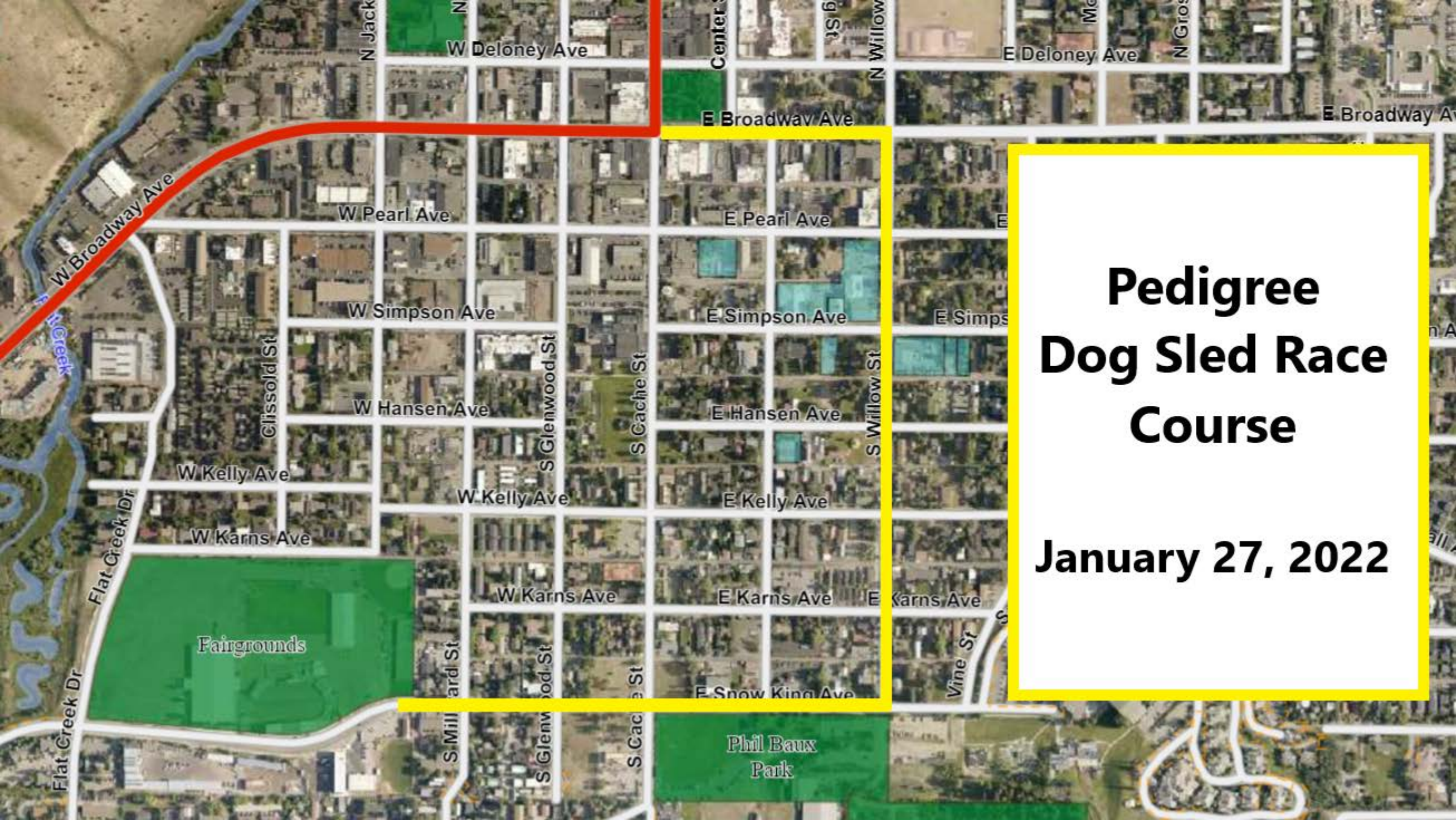
I move to approve the application made by Pedigree Stage Stop Dog Sled Race for the annual ceremonial start to the Pedigree Sled Dog Race special event on Friday, January 27, 2023, subject to the conditions listed in the staff report.

2023 Pedigree Stage Stop Race

 Past Route

 Proposed Route
for 2023





Pedigree Dog Sled Race Course

January 27, 2022

PSSSDR TRAFFIC VOLUNTEER INFO: Friday, January 27th, 2023

Officers will be at their assigned post at 4:30pm in preparation for the race to begin. At this time, we have promised 25+ volunteers to assist with the traffic control. Officers may be placed around the volunteers to ensure safety of all participants and volunteers. An officer and race assistant director will meet all volunteers at the corner of Broadway and Center at **5:30 pm** to take the time to meet and introduce themselves to the volunteers and confirm road assignments. Each volunteer receives one free dinner ticket at this time. Race Official will volunteer disperses safety vests.

VOLUNTEERS: BRING FLASH LIGHT

Deloney Parking Lot – Friday, Jan 27th from 9:00am-1:30pm. These volunteer will need to be present at the Staging Lot area at the Deloney Parking Lot.

Musher Check In (check in mushers, direct parking, floater) (1) -
Chipping (writing numbers for vets) (2) -

Deloney and N. King - (1) Direct Mushers to Center St

Center and Deloney- Coordinate the closure and facilitate the movement of teams from the staging area to the start line utilizing the route.

Town Square – (2) Direct teams through Town Square to Start

Cache and Broadway – (1) Direct Traffic as needed and advise other officers of in bringing racers to START line.

The remaining traffic areas direct traffic around the race course and facilitate traffic before and as needed during the race. Direct traffic to allow for movement and facilitate race:

Broadway and S. King (1)

Broadway and Willow (2)

Willow and Pearl (1)

Willow and Simpson – (1)

Willow and E. Hansen – (1)

Willow and E. Kelly – (1)

Willow and Karns- 1

Willow and E. Snow King Ave – (1)

Snow King Ave and King (1)

Snow King Ave & Cache (1)

Snow King & Glenwood (1)

Snow King & Millward (1)

Into Fair grounds parking lot (1)

Finish Line – (4)

Fair Grounds Parking Lot (4)

Coordinate the vehicle and foot traffic in the area to facilitate the sled dog support teams picking up dog teams and leaving the area.

SLED DOG RACE

JAN. 27TH, 2023 NOON – 9PM

PARTIAL ROAD CLOSURES

EXPECT DELAYS

USE ALTERNATE ROUTE

THANK YOU FOR YOUR COOPERATION
QUESTIONS? CALL THE RACE HOTLINE
AT 307-640-5359

Jackson – Banner, Tent, Sign, Location & Sizes

Albertsons	4' X 30'	1/15/2023 – 1/30/2023
Smiths	4' X 30'	1/15/2023 – 1/30/2023
Bank of Jackson Hole	4 X 8'	1/15/2023 – 1/30/2023
Shirt Off My Back	4 X 8'	1/15/2023 – 1/30/2023
Street Pole Banners	3' X 26'	1/25/2023 - 1/30/2023
Light Pole Banners	23" X 46"	2 weeks prior to 1/25/2023
Sled Banners	24' X 36"	Triangular displayed on private business 2 weeks prior to race

Sponsor Banners displayed on Snow Fence day of race
1/27/2023 3' X 6' and 2' X 6'

Stage Tent corner of Broadway and Center near bleachers

10' X 20' Tent for Pedigree giveaways on Broadway near Start

20' X 30' Tent for Sweet Cheeks Catering. Food Vendor on the Square

Additional Banners	1/15/2023 – 1/30/2023
Kmart	4' X 8'
Wort Hotel	2' X 6'
Snow King Hotel	3' X 26"
Snow King Event Center	4' X 8'
Stage Stop	4' X 8'
KJ Route 66	4' X 8'

**Special Event Plan
for Pedigree Stage Stop Special Event Permit Application
Event Date Friday, January 27th 2023
Request to be on agenda for December**

- Race Staff will place an add in the Newspaper announcing the event.
-
- Special Event Application presented for approval and public comment, Town Hall, November 2022

Friday, January 27th 2023

- Center Street closed and East Deloney Parking lot closed at 6:00 am (for staging lot and caterer)
- Sandwich vendor begins at 5:30 am
- Use of East Deloney Parking Lot for Vet Check and Staging Lot Area from 9:00 AM – 8:00 PM (Musher vehicle area) Parking Coordinator directs mushers/vehicles to assigned space.
- Use of Lutheran Church Parking lot for overflow of staging of dog teams & trucks for race
- Additional closure/reserved for musher parking at Snow King/Phil Baux parking lot at 3:00pm. Dianna to distribute reserved parking passes identified for mushers at 4:30PM and will be present to assist in directing the parking in lot and along Snow King Ave for dog trucks. No skiers/torchlight parade participants to park in this lot.
- Laser light show display will be at Town Square the night of January 27th 2023. As such, relief from Section 8.20.020 of the Municipal Code of the Town of Jackson, which prohibits the use, discharge, and detonation of fireworks in the Town of Jackson is requested under Section 8.20.030 of the Code which allows the Town Council to grant a permit for supervised public displays of laser light show by organizations which are handled by a competent operator, and which are not hazardous to property or endanger any person. Permit filed
- Pre-assigned driving route for dog truck drivers/handlers along Willow to Snow King Ave since intersection at Snow King Ave & Cache to be closed.
- Pedigree crew and vendor booths start set up at 3:00 PM. Vendors are responsible for their own tables and trash removal.
- Jumbo Tron to begin 5:00 pm
- All vendors must enter through Broadway & Willow-north side due to Cache & Broadway being closed during snow track building by Jackson City Public Works dept.
- Electrical cords on sidewalks will be covered for pedestrian safety.
- Light pole generators to be placed inside fence of square onto snow by Public Works. Light towers to be placed in middle of Broadway.
- 6 port-a-potties (5 regular and 1 handicap) will be placed on Center Street by Macy's at 3:00 and pickup at 8:00 pm. (see attached site plan.) - **No Parking on Center Street**
- Noon, Audio/Video Crew Setup: 32' x 25' inflatable video screen will be placed to do video and LIVE feeds during the race. Snow fence will be around equipment area and for video vehicle. (2) 6x4 speakers will be stacked/hung at START area corners

- Trash receptacles and removal by Westbank will be contracted by Town of Jackson to ensure proper handling, clean up and disposal. Town square area receptacles' trash removal Saturday morning. Trash in container behind Wyoming Outfitters by contracted to Westbank Sanitation by IPSSDR for Saturday morning removal. Curbside Recycling contracted by IPSSDR to set up recycling bins, pick up recycling, recycle.
- Pig Roast vendor on center street to be 6 feet away from sidewalk, no awnings over sidewalk for safety
- Improved pedestrian crossing of race course to be attempted by placing "Gate" in snow fence with gatekeeper to assist in crossing race course.
- Public Works to place temporary road closed signs along 18 intersections 1 week prior to race approx Jan 20, 2020 (including East Deloney Parking Lot and Snow King parking lot).
- Request for public works to start track building at 8:00 – 9:00 AM at West Cache Creek to Willow by noon. At Noon start building track from Broadway & Cache (start line corner) to Willow. Build track from staging lot corner of Deloney & S King after 2PM. See new route map
- Parks & Rec. to build snow track inside square from corner of Deloney & Center to Broadway & Cache. 4 straw bales to be used as barricades to detour teams in the correct direction. Straw bales to be removed from inside square immediately following race (Sunrise Lumber drops off and picks up).
- Parks & Rec. to move 2 sets bleachers to intersection of Broadway near intersection of Center & Broadway to accommodate pig roast vendor tent placement facing Broadway.
- Vendors to use electrical outlets in antler arch stone bases on corner of Center & Broadway and Stage Stop Building.
- 16' x 60' setup JH Fire EMS fire truck to arrive not before 3:00PM to park in center of Broadway next to Wyoming Outfitters. Use for display, race photographer, and national anthem. Must enter through Willow & Broadway northeast side.
- Vehicle sponsors (3-4 trucks) to park near Center and Broadway at beginning of START line
- Temporary relief from no dogs in park ordinance.
- 2 insurance policies (liability & motor vehicle) will be provided to the city of Jackson for the 2023 race prior to the event by John(307-733-2464) of HUB-BHJ Insurance, Inc.
- Volunteer Organizations have been contacted and will provide volunteers to assist with traffic control as outlined in "Event Time Line" from Jackson City Police Dept. Volunteers will be stationed at Town Square and designated to assigned posts. Orange safety vests will be borrowed by Community Foundation and returned at Phil Baux Park to designated volunteer at Firework show.
- 1 vendors will be offering items for sale (Food Vendor). Pedigree, The Wort Hotel, and PAWS will only be offering "give-away" items. Pedigree Tent sells for Non Profit.
- A wireless PA system at of the start of the race will be used. National anthem at 6:24 pm. First team leaves at 6:30 pm.

SPECIAL COMMENTS:

_____ Laser Light show will be returning for a 3rd time.

See attached:

- ✓ Flyer for race route door hanger/notice in News Paper (2-sided notices to be distributed prior to the Town Council meeting on December 2022.)
- ✓ Copies of “Road Closure Announcement” signs
- ✓ Map of Snow King route
- ✓ Event Time Line from Police Dept from 2023 (to be provided by city of Jackson Police)
- ✓ Site plan
- ✓ IPSSDR 501(C)(3) Document

Timeline race start at Town Square:

Time for 2023 Race Start at the Town Square January 27th 2023

5:30 Storm show Movie/ Laser Light Show

6:00 P.M. Welcome Spectators

6:03 Video begins (20.0 minutes)

6:15 Pedigree dignitaries at Antler Arch

6:20 National Anthem (2.5 minutes)

6:23 Pedigree Dignitaries say words to the crowd from Starting line

6:30 Pedigree Main Stage Team number 1& 2 Duel Start

With Junior Musher participant

Finish at Fair Grounds

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: Ceremonial Start Pedigree Stage Stop Race

Name of Organization: Pedigree Stage Stop Race

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

Mailing Address: P.O. Box 134443

City: Jackson State: Wy Zip Code: 83002

Name of Person Completing Application: Dianna Lehn

Email Address: secretary@wyomingstagesstop.org

Work Phone: 307-640-5359 Cell Phone: 307-640-5359

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☒ Other: Sled Dog Race Ceremonial Start

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

Ceremonial Start for the Pedigree Stage Stop Race

Location of Event: Town Square Alternative Location: _____

Date(s) of Event: 1/27/2023 Event Operating Hours: noon -9pm

Event Set Up Begins Date: January 27, 2023 Time: noon

Event Clean Up Ends Date: January 27, 2023 Time: 9pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 4000 Total Event: 4000

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: Dan Carter Cell Phone: 317-778-6282

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
-------------------------	---------	------------	----------

Town Square 1/27 noon 9pm			

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:

4 _____ Large Street Barricades	20 _____ "Road Closed" Street Signs
6 _____ Small Sidewalk Barricades	10 _____ "Local Traffic Only" Street Signs
15 _____ 28 Inch Street Cones	_____ "Detour" Street Signs
20 _____ Candlestick Cones	4 _____ 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: _____

We have a written plan with the Sheriff Dept _____

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
We have a written plan with public works

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: _____

bleachers

**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: _____

N/A

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS

(307) 732-8651

☒ Event Specific Shuttle(s)

Please describe in detail your request: _____

We provide information to Start Bus for the race.

VOICE / MUSIC AMPLIFICATION REQUESTS

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

If "Yes", please indicate times: Start Time: noon 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: 6 Number of ADA Accessible Portable Toilets: 2

If "No", please explain: Macy's

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

Restroom Company: Macy's

Restroom Drop off / Pick Up Date for Drop Off: 1/27 Time for Drop Off: 2:00 pm

Date for Pick Up: 1/27 Time for Pick Up: 9:00 pm

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? Westbank Sanitation

How many trash receptacles will be supplied for your event? 4

When will the trash receptacles be delivered? 1/27

When will the trash receptacles be picked up and removed from site? 1/28

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

We use Westbank Sanitation for placement and removal

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? Curbside

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

When will these recycling receptacles be delivered? 1/27

When will recycling receptacles be picked up and removed from site? 1/28

Describe your plan for collection and removal of recyclable materials during your special event:
We use Curbside to set up and remove recycle bins

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

Special Event Application

SIGNIFICANT EVENT CHANGES

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

☒ Yes

☐ No

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

We are requesting a route change after discussion with Sam J about the course.
Cache & Broadway to Willow to Snow King to Fairgrounds

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: dl

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: dl _____

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: dl

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: dl _____

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: dl

Special Event Application

STANDARD CONDITONS 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: Dianna Lehn

APPLICANT: Dianna Lehn

Printed Name

DATE: 10-11-2022

TITLE: Assnt Dirrector

STAFF REPORT



Meeting Date:	December 5, 2022	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Administration	Presenter:	Roxanne Robinson
Agenda Item:	2022 Rodeo End of Season Report and 2023 Rodeo Dates	Public Comment:	Yes

Purpose & Policy Considerations.

For the Town Council to approve the 2023 rodeo dates and accept the 2022 Rodeo Report, pursuant to the Rodeo Concession Agreement.

Requested Action.

The requested action is to receive Council approval for the 2023 rodeo dates as presented by JH Rodeo and accept the 2022 Rodeo Report as presented.

Recommendations.

Staff recommends approval of the 2023 rodeo dates and 2022 Rodeo Report as presented.

Background.

Rodeo Dates

The Rodeo Concession Agreement states that the rodeo shall be produced Wednesdays through Saturdays during the Rodeo Season. The Rodeo Season is the Friday of Memorial Day Weekend through the day after Labor Day. The rodeo shall also be produced on July 4th and may be produced on eight additional dates upon mutual agreement between JH Rodeo and Teton County. The complete schedule must then be approved by the Town Council. The proposed 2023 rodeo dates are attached, which include 8 additional dates that JH Rodeo has chosen to request.

The Teton County Fair and Fairgrounds Manager has approved of the proposed dates by the concessionaire.

Rodeo Report

The Rodeo Concession Agreement states the following regarding the annual report:

Not later than September 9 of each year of the term hereof, the Concessionaire and the Administrative Authority shall meet to discuss the previous season's rodeo operations, jointly prepare and jointly execute a report for submission to the Town Council, and if necessary, to recommend amendments to this Agreement for the benefit of: (a) the attending public; (b) the Town of Jackson; (c) the Administrative Authority and rodeo contestants. The executed report and any such recommendations of the Concessionaire and Administrative Authority shall be promptly delivered to the Town Council for its consideration not later than September 25 of each year. Priority of consideration shall be given by the Town to those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority, the intent of this provision being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto.

The end of season report is attached here. The report notes that in April of 2022 Teton County Fairgrounds staff implemented changes to contract terms, including clearing the storage space under the grandstands, maintenance being handled by JH Rodeo, and the need for contestant reservations to be made in advance through the Fair Office. JH Rodeo agreed and complied with these changes.

Fairgrounds staff also completed capital projects related to 1) laying asphalt to increase access for ADA spectators, 2) adding sand and clay to the Arena ground to improve footing, and 3) purchase of a Beachcomber, which is a machine that allows for debris to be removed from the arena floor.

Analysis.

Staff is happy to report that this rodeo season was very successful and positive. The working relationship between JH Rodeo and Teton County Fairgrounds staff continues to be productive.

Possible Alternatives.

The Town Council has the option of approving the proposed schedule for rodeo events as presented, remove one Wednesday or Saturday night rodeo, and/or adjust the eight additional rodeo event dates requested.

Comprehensive Plan & Priority Alignment.

The production of a rodeo relates to Common Value 3, Quality of Life, in that rodeos in Jackson are a part of our history and culture. They also pay homage to our ranching heritage. Rodeos also allow locals who work at dude and working ranches to participate in a local activity, while providing entertainment to tourists, and therefore supporting our economy on multiple levels.

Fiscal Impact.

There is no fiscal impact associated with approval of the 2023 proposed rodeo dates. JH Rodeo made a payment of \$283,136.58 to the Town of Jackson for the 2022 rodeo season (10% of proceeds).

Pursuant to the Rodeo Grounds Management Agreement (RGMA) between the Town and the County, the Town passes through a minimum of \$10,000 and a maximum of \$80,000 (at no time exceeding the amount received from the Concessionaire) to Teton County for management of the grounds on our behalf. This pass through of funds usually occurs in the spring following the previous season. The Town received \$283,136.58 from the concessionaire in 2022, and \$60,000 has been paid to Teton County for management of the grounds per their vouchered request.

Staff Impact.

Staff spent approximately 3 hours gathering information and preparing the staff report.

Attachments or Links.

2023 Proposed Rodeo Dates
2022 End of Season Report

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

I move to approve the 2023 rodeo schedule as presented and to accept the 2022 Rodeo End of Season Report as presented.

Proposed 2023 Rodeo Dates

May

21	22	23	24	25	26	27 Rodeo
28	29	30	31 Rodeo			

June

				1	2	3 Rodeo
4	5	6	7 Rodeo	8	9	10 Rodeo
11	12	13	14 Rodeo	15	16	17 Rodeo
18	19	20	21 Rodeo	22	23	24 Rodeo
25	26	27	28 Rodeo	29	30 Rodeo	

July

						1 Rodeo
2	3	4 Rodeo	5 Rodeo	6	7 Rodeo	8 Rodeo

9	10	11	12 Rodeo	13	14 Rodeo	15 Rodeo
16	17	18	19 Rodeo	20	21 Rodeo	22 Rodeo/Fair
23 Fair	24 Fair	25 Fair	26 Fair	27 Fair	28 Fair	29 Fair
30	31					

August

		1	2 Rodeo	3	4 Rodeo	5 Rodeo
6	7	8	9 Rodeo	10	11 Rodeo	12 Rodeo
13	14	15	16 Rodeo	17	18 Rodeo	19 Rodeo
20	21	22	23 Rodeo	24	25 Rodeo	26 Rodeo
27	28	29	30 Rodeo	31		

September

					1	2 Rodeo
--	--	--	--	--	---	------------



Teton County Fair & Fairgrounds

The mission of the Teton County Fair Board is to produce an exceptional fair while promoting Jackson's western Heritage; uniting urban and rural communities in celebration.

Wednesday November 30th, 2022

Dear Honorable Mayor Morton-Levinson and Town Council Members,

The purpose of this letter is to summarize the 2022 JH Rodeo season and the working relationship between the Rodeo Concessionaire and your Administrative Authority/TC Fairgrounds staff. I am happy to report that this past season was positive and successful. This was my 5th summer as the Fairgrounds Manager and my most pleasant experience with the Rodeo Concessionaire to-date.

In April of 2022, I sent the Rodeo Concessionaire a 'letter of notice' regarding changes I planned to make for the upcoming season and through the remaining, current contract terms. These changes included: clearing the storage space under the covered grandstands and making it available to the Rodeo Concessionaire to stock and store their own cleaning supplies for their event operations, any routine maintenance and repairs on the Rodeo Arena concession stands are the sole responsibility of the Rodeo Concessionaire's as the exclusive user of these facilities (hood cleaning, grease trap cleaning, roll-up door maintenance, plumbing etc.), and any stall and/or camping reservations needed by JH Rodeo contestants had to be made in advance through the Fair Office. I checked with Town staff prior to sending this letter, that we, as the Administrative Authority, would be supported in making these changes and I was assured that we would be. While the Rodeo Concessionaire was surprised by these changes initially, they agreed and complied.

Fairgrounds staff were able to complete a couple of capital projects in the Rodeo Arena this spring prior to the start of JH Rodeo's season. One, was laying asphalt in the southeast corner of the venue to increase access and mobility for ADA spectators to covered bleacher seating via the ramp to and from existing handicap parking, restrooms and amenities. Two, was adding several tons of clay and sand material to the Rodeo Arena ground to improve the footing, and safety, for rodeo contestants, horses and livestock. We also received funding through our FY23 budget request to purchase a Beachcomber, an arena material screening device. This piece of equipment allowed Fairgrounds staff to screen the arenas throughout the summer, and after the Fair's Figure 8 Races, to remove all rocks and foreign materials, returning the ground to its desired condition for rodeos.

Overall, it was a great season! Communication between both parties occurred regularly and productively. The Rodeo Concessionaire is always quick to make Fairgrounds staff aware of any issues, which in turn allows us to address them as soon as possible. The Rodeo Concessionaire also did an exceptional job of vacating the premises before Fair and turning it over to us in good condition. We are in favor of the proposed 2023 JH Rodeo dates and look forward to another successful season!

Best Regards,

Rachel Grimes

Fair & Fairgrounds Manager

(307) 203-0660

STAFF REPORT



Meeting Date:	December 5, 2022	Meeting Title:	Regular Council Meeting
Submitting Department:	Town Clerk	Presenter:	Riley Taylor
Agenda Item:	Public Hearing for Renewal of Gaming License For Elks Lodge #1713 (Bingo)	Public Comment:	Yes

Purpose & Policy Considerations.

This item has been withdrawn.

Requested Action.

N/A

Recommendations.

N/A

Background.

N/A

Analysis.

N/A

Possible Alternatives.

N/A

Comprehensive Plan & Priority Alignment.

N/A

Fiscal Impact.

N/A

Staff Impact.

The Clerk's Office spent approximately 3 hours preparing this staff report, researching policy changes, and speaking with the Wyoming Gaming Commission.

Attachments or Links.

None.

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

No motion.

STAFF REPORT



Meeting Date:	December 5, 2022	Meeting Title:	Regular Council Meeting
Submitting Department:	Town Clerk	Presenter:	Lynsey Lenamond
Agenda Item:	Application for Transfer of Retail Liquor License DG JH LLC – Continued from the November 7, 2022 Regular Council Meeting	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider an application to transfer ownership of a retail 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 transfer of liquor licenses. In accordance with notice, and per Wyoming Statute, protests will be heard against the transfer of the license during this hearing. Additionally, staff presentation, public comment, and Council discussion will take place during this hearing. The procedure is as follows:

1. Vice Mayor Jorgensen opened the public hearing at the November 7, 2022 regular Council meeting.
2. Council voted to continue the public hearing to the December 5, 2022 regular Council meeting.
3. Mayor Morton Levinson asks for the staff presentation on the application.
4. Mayor Morton Levinson calls for any and all public comment.
5. Council discusses the application.
6. Mayor Morton Levinson calls for a motion on the application and the vote on the motion.
7. Mayor Morton Levinson closes the public hearing.

Requested Action.

To consider statutory findings for approving the transfer of ownership of the retail liquor license.

Recommendations.

Staff makes no recommendation on this application.

Background.

The Rose bar has operated with a liquor license, held legally by Pink Garter LLC, since 2010. The Pink Garter LLC was, historically, one of two owners (a part owner) of the building in which The Rose operated, which is 50 West Broadway. 50 West Broadway is in the process of sale, a process which has involved uncertainty with respect to whether Pink Garter LLC would remain a part owner or not. At this point in time, the applicant has indicated that either 1) The Rose will sell its business to a new entity that will operate a bar or 2) DG JH LLC will find a third-party operator for The Rose's current venue. While the parties, as noted, have indicated their intent to continue this location as a bar, that is not guaranteed.

As of October 1, 2022, The Rose closed its doors, and the liquor license been nonoperational.

On October 5, 2022, the Clerk's office received an application from DG JH LLC requesting to transfer the Rose's retail liquor license to DG JH LLC. On October 28, 2022, the Clerk's office received a letter of assignment from Pink Garter LLC to DG JH LLC.

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 Wyoming Statutes regarding the transfer of this liquor license:

Wyo. Stat. § 12-4-103(a)(iv) provides:

A license or permit authorized by this title shall not be held by, issued or transferred to: . . . Any licensee who . . . fails to open his business in a functional building within one (1) year after license issuance or transfer and remain operational thereafter. Upon a showing of good cause by the licensee and for an additional period of not to exceed one (1) year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational or open for business pursuant to this paragraph. Any license or permit in violation of this paragraph shall not be renewed by the local licensing authority and once the enterprise is operational or open for business, no licensee shall be eligible to repeat the grace periods made available by this paragraph without the consent of the local licensing authority due to extraordinary circumstances.

For purposes of this paragraph “remain operational” means operational consecutively, in any license term year, for twelve (12) months or for not less than three (3) months if determined by the local licensing authority to be a seasonal operation.

Wyo. Stat. § 12-4-104(b):

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

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;*
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;*
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;*
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or*
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.*

Wyo. Stat. § 12-4-601(b) provides, in relevant part

A licensee . . . may assign and transfer the license or permit by a sale made in good faith. The assignment and transfer shall first have the approval of the licensing authority, which consideration shall be based in part upon a public hearing and an application filed under oath by the assignee or transferee showing the person or entity to be qualified to hold a license or permit under Wyoming law.

Possible Alternatives.

.In addition to approving the transfer, Council has the following options:

1. Continue the public hearing to a future Council meeting.
2. Deny the Application.
- 3.

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 fee for the license transfer of \$100 will be deposited into the Town's general fund. Once operational, the license will generate an undetermined amount of sales tax revenue.

Staff Impact.

To date, the Clerk's office spent approximately 8 hours, including review of the application and working with the applicant, current license holder, and the Wyoming Liquor Division. An additional 2 hours will be spent by the Town Clerk to prepare the license if approved and update the appropriate files. The Town Attorney, Administration, Planning and Building, and Fire Department spent approximately 4 hours combined 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 for Transfer

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

Having considered Wyoming Statute §12-4-104(b) factors for this application, I move to approve the application for the transfer of the retail liquor license currently held by Pink Garter LLC to DG JH LLC, subject to the following conditions, and further direct the Town Clerk to issue the license upon confirmation that the following 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 the real estate transaction has been finalized and the applicant provides closing documents.
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: \$		Date filed with clerk:	10 / 6 / 22
	Transfer Fee: \$	100.00	Advertising Dates: (2 Weeks)	10/26/22 & 11/2/22
	Publishing Fee: \$	100.00	Hearing Date:	11 / 7 / 22
Publishing Fee Direct Billed to Applicant: ☐				
License Term:	11	18	22	Through 3 / 31 / 23
	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: DG JH LLC

Trade/Business Name (dba): Pink Garter

Building to be licensed/Building Address: 50 W Broadway UNIT 201

Jackson WY 83001 Teton

Number & Street City State Zip County

Local Mailing Address: PO Box 12111

Jackson WY 83002

Number & Street or P.O. Box City State Zip

Local Business Telephone Number: (407) 952-1735 Fax Number: ()

Business E-Mail Address: tylerdavis34@gmail.com

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

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 _____ to _____
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from <u>Monday</u> to <u>Sunday</u>
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from <u>5 PM</u> to <u>1 AM</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 _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ 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:Ted Staryk is an LLC member and an owner of Snake River Brewing.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)

☐ YES ☐ NO

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

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

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

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

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

☐ YES ☐ NO

(Requires wholesale malt beverage license with the Liquor Division)

8. WINERY LICENSE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Tyler Davis				1	33		
Joseph Rice				1	33		
Theodore Staryk				1	33		
The Rose Jackson Hole LLC				1	1		
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

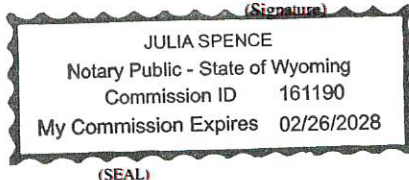
(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)**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

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

STATE OF WYOMING)
COUNTY OF Teton) SS.

Signed and sworn to before me on this 5th day of October, 2022 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Tyler Davis</u> (Printed Name)	<u>Manager</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:

[Signature]
Signature of Notary Public

My commission expires: 02/26/2028

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: Tyler Edward Davis
First Name Full Middle Name Last Name

[Redacted] [Redacted] [Redacted] Male or Female
Date of Birth Social Security Number Driver License: State / Number Circle one

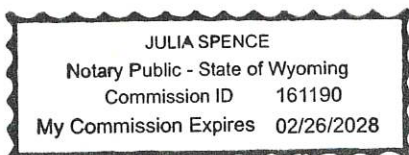
8/30/2022
Date Signed

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 30th day of August, 2022.

(SEAL)



[Signature]
Notary Public or officer authorized to administer oaths



September 29th, 2022

**TOWN OF JACKSON
150 E. PEARL AVENUE
JACKSON, WY 83001**

RE: DG JH LLC

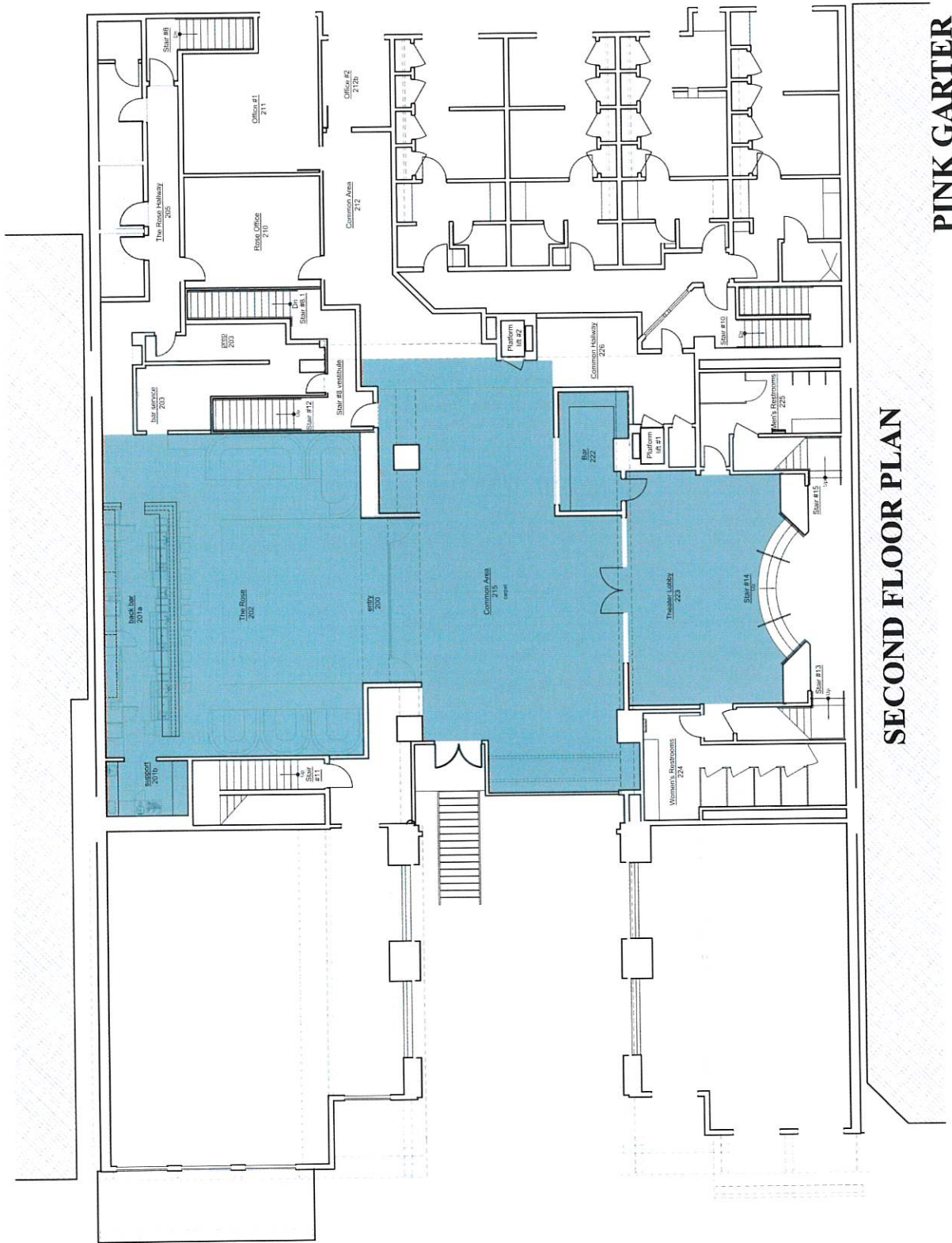
To whom it may concern:

This letter is to verify that DG JH LLC is a new customer of Bank of Jackson Hole, whose ownership and related businesses are well known to the bank, with all related demand deposit accounts currently in good standing. If you are in need of more information, please do not hesitate to contact me. Please see my contact information below.

Sincerely,

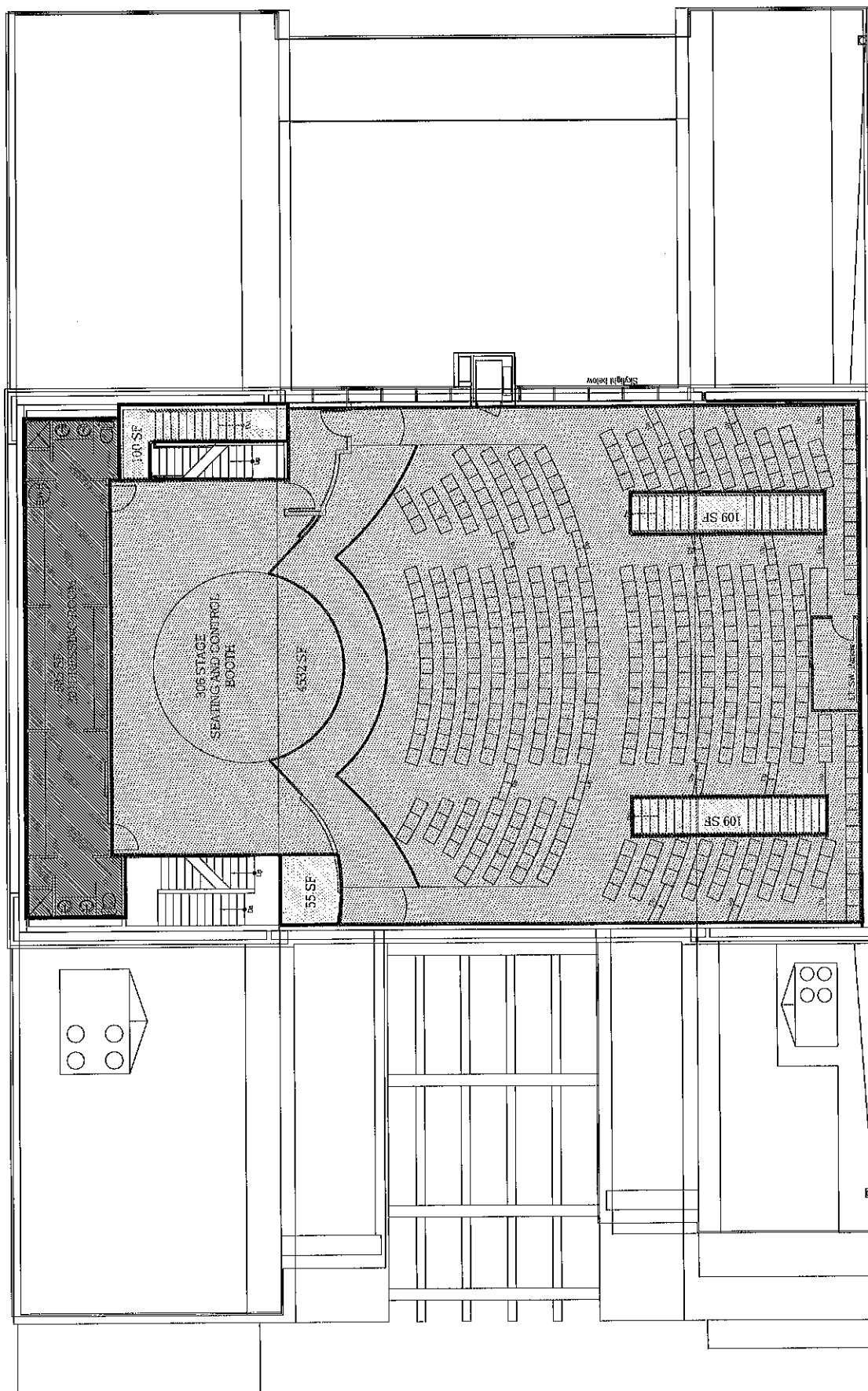
A handwritten signature in black ink, appearing to read "M. Oldham".

Matthew L. Oldham
Vice President
Bank of Jackson Hole
990 W. Broadway
PO Box 7000
Jackson WY 83002-7000
Direct Line: (307) 732-3086



SECOND FLOOR PLAN

PINK GARTER



A2

NTS



Plan of Operation

Liquor License Application
Type:

Applicant: DG JH LLC

DBA: Pink Garter

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

The liquor license will be used where The Rose bar is currently
located and it will also be used for events at the Pink Garter
Theater.

What type of alcoholic beverages will be available to customers?

Beer, Wine, Liquor

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

customer will approach the bar to order a beverage. Employee
will receive the order, check the customer's identification and
date of birth, and prepare the beverage behind the bar.
Employee will serve the beverage to the customer at the bar.

What is the official building capacity? 428 persons for the area with alcohol

Do you plan to serve alcohol outside on a deck or patio? NO

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

If so, describe the outside area, including egress:

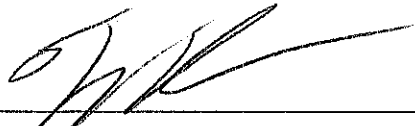
What is your plan to keep customers from leaving with open alcohol containers?

We will have an employee standing at the exits to make
sure no one leaves with an open container.

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

	<u>Name</u>	<u>Position/Title</u>	<u>Email</u>
1)	Tyler Davis	Manager	tylerdavis34@gmail.com
2)	Julia Spence	Exec. Assistant	jspence@wyomingpropertymanagement.com
3)			

Prepared by:


Tyler Davis

Date:

10/5/22

**STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION**

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: <https://sos.wyo.gov> · Email: business@wyo.gov

Filing Information



Please note that this form **CANNOT** be submitted in place of your Annual Report.

Name	DG JH LLC		
Filing ID	2022-001166268		
Type	Limited Liability Company	Status	Active

General Information

Old Name	Sub Status	Current
Fictitious Name	Standing - Tax	Good
	Standing - RA	Good
Sub Type	Standing - Other	Good
Formed in Wyoming	Filing Date	09/29/2022 2:22 PM
Term of Duration Perpetual	Delayed Effective Date	
	Inactive Date	

Principal Address

██████████
Jackson, WY 83001

Mailing Address

PO Box 12111
Jackson, WY 83002

Registered Agent Address

Tyler Davis
1140 HWY 22
PO Box ██████████
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Tyler Davis ██████████ Jackson, WY 83001

Notes

Date	Recorded By	Note
------	-------------	------

Annual Report History

Num	Status	Date	Year	Tax
-----	--------	------	------	-----

Amendment History

ID	Description	Date
See Filing ID	Initial Filing	09/29/2022

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **DG JH LLC**

Filing ID **2022-001166268**

Type Limited Liability Company

Status

Active

ASSIGNMENT OF LICENSE

This Assignment of License (the “*Assignment*”) is executed by and between Pink Garter LLC and DG JH LLC, as of the date set forth below.

Recitals

- A) Pink Garter LLC owns a Wyoming Full Retail Beverage License, with license number 119 (the “*License*”) for the premises located at 50 W Broadway, Suite 201, Jackson, WY 83001 (the “*Property*”).
- B) Pink Garter LLC is selling the License to DG JH as part of the sale of certain property interests in the Property.
- C) Pursuant to W.S. § 12-4-601(b), DG JH must include with its application to transfer the License an assignment in which Pink Garter LLC assigns the License, and transfers ownership of the License, to DG JH.

Assignment

- 1) Pink Garter LLC hereby assigns the License, and transfers ownership of the License, to DG JH.
- 2) This Assignment is signed by Dudley Miller, as trustee of the S. Dudley Miller Trust, u/a/d December 28, 1989, as amended (the “*Miller Trust*”). The Miller Trust is, in turn, the majority shareholder of Pink Garter LLC and authorized to assign the License on behalf of Pink garter LLC.
- 3) This Assignment shall be effective upon (a) the approval of this assignment by the relevant licensing authority and (b) the closing of the sale of Pink Garter LLC’s property interests in the Property to DG JH.

This Assignment is executed on October 21, 2022.

Dudley Miller

10/21/2022

Pink Garter LLC

By Dudley Miller, as trustee of the S.
Dudley Miller Trust, u/a/d December

28, 1989, as amended

STAFF REPORT



Meeting Date:	December 5, 2022	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	P22-167 Partial Vacation without Replat 75, 85, and 105 McKean Drive	Public Comment:	Yes

Purpose & Policy Considerations.

Partial Vacations without Replat, according to the Town of Jackson Land Development Regulations (LDR) Section 8.2.13.C.5, require acknowledgement by the Town Council.

Requested Action.

The applicant requests Town Council acknowledgement of a Partial Vacation without Replat at the properties addressed 75, 85, and 105 McKean Drive of the ASHLEY NOWLIN Addition to the Town of Jackson.

Specifically, the applicant requests acknowledgement to vacate building setbacks on Lot 4, Lot 5, and Lot 6 as well as vacate and relocate the current fire turnaround easement on Lot 4 and Lot 5 to a new location on Lot 5 and Lot 6.

Recommendation.

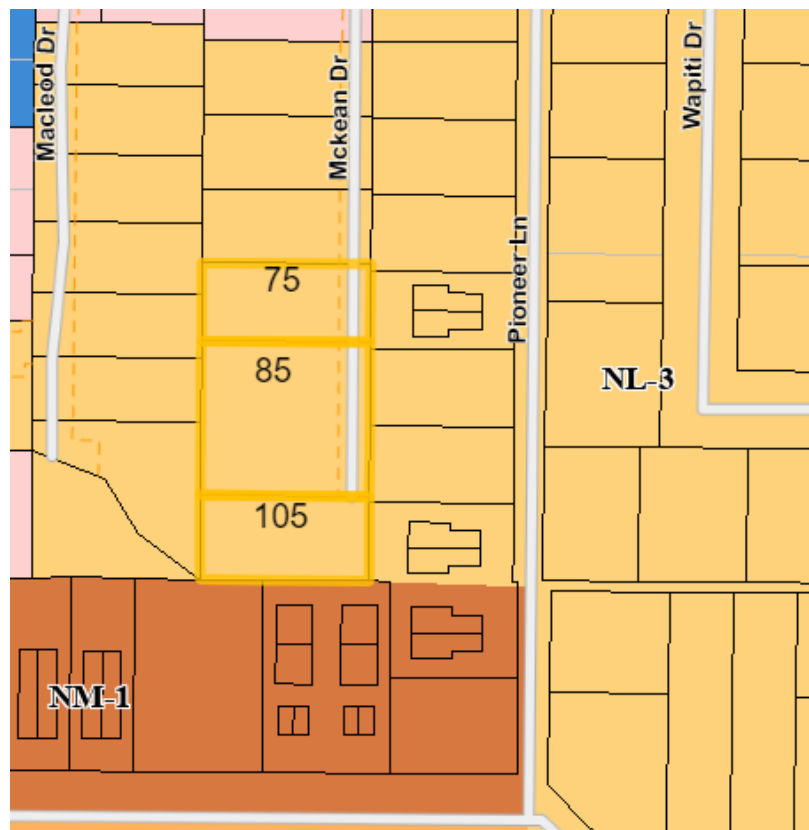
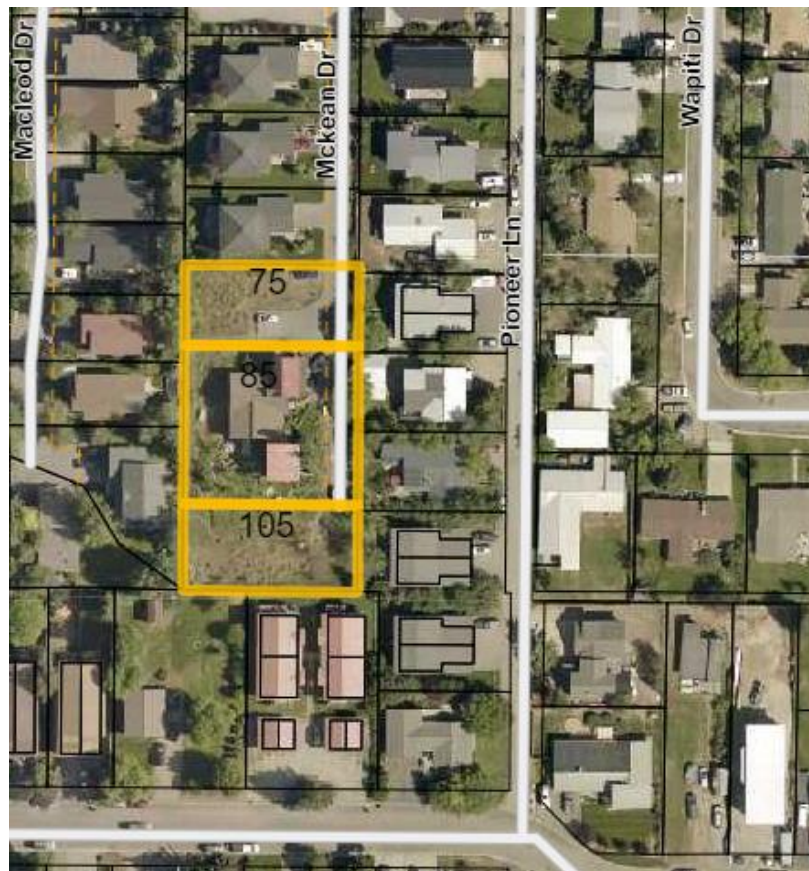
The Planning Director recommends that Town Council acknowledge the Partial Vacation without Replat for Lot 4, Lot 5, and Lot 6 of the ASHLEY NOWLIN Addition to the Town of Jackson subject to the LDRs, the departmental reviews attached hereto, this staff report, and the following two (2) conditions of approval:

1. Physical improvements related to relocation of the fire turnaround must be made and approved by the Town prior to recordation of the plat.
2. The existing fire turnaround shall not be removed until the new turnaround is constructed and approved by the Town.

Background.

McKean Drive is a private road with access to E. Broadway Drive to the north and a dead-end to the south. Because of the dead-end, the private road includes a fire turn-around and associated easement that is currently located primarily on Lot 4 and partially on Lot 5. Either personally or via trusts, applicants Mark Nowlin and McKean Nowlin own interests in Lot 4, Lot 5, and Lot 6 and request acknowledgement for a Partial Vacation without Replat to vacate setback lines on Lot 4, Lot 5, and Lot 6 and vacate and relocate the fire turn-around easement from Lot 4 and Lot 5 to provide for a new location on Lot 5 and Lot 6.

In total, the ASHLEY NOWLIN Addition to the Town of Jackson (Plat 1172) is comprised of 6 lots in the Neighborhood Low Density-3 (NL-3) zone. An aerial image of the properties is shown on the following page:



Analysis.

The ASHLEY NOWLIN 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 below standards of LDR Section 8.2.13.C.5. One requirement of a Partial Vacation without Replat is that the proposed action does not “abridge or destroy any rights and privileges of other proprietors in the plat.” This project was previously accepted for review as a plat amendment before staff directed to the applicant to resubmit the application as a partial vacation. As part of the previous plat amendment application, affidavits were provided by the owners of Lots 1-3 of the subdivision stating their agreement to relocation of the fire turnaround and removal of setbacks. Staff has accepted those affidavits as part of the current Partial Vacation without Replat application because those affidavits encompass agreement to more items than were ultimately proposed for alteration via the partial vacation process. Additionally, staff has confirmed with applicant that the owners of Lots 1-3 have been informed of the change in process from a Plat Amendment review to a Partial Vacation without Replat review.

Staff notes that review of future building and development permits on Lots 4-6 of the subdivision may be delayed until the firetruck turnaround is relocated and the acknowledgement instrument is recorded. This is to ensure consistency between proposed physical development and the partial vacation of Plat No. 1172.

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*

Complies. A map exhibit accompanies the vacation instrument. Staff finds that the vacation instrument and exhibit will sufficiently advise the County Clerk to make the necessary edits to the plat.

- 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 25 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 acknowledge a Partial Vacation without Replat for Lot 4, Lot 5, and Lot 6 of the ASHLEY NOWLIN Addition to the Town of Jackson, subject to the Town LDRs, the departmental reviews, and this staff report, including two (2) conditions of approval, dated December 5, 2022.

11/30/2022

**Town of Jackson
Project Reviews**

Project Number	P22-167	Applied	6/29/2022	AL
Project Name	Partial Vacation - 75 & 85 McKean Dr.			
Type	MINOR BOUNDARY ADJUS	Approved		
Subtype	NO PLAT	Closed		
Status	STAFF REVIEW	Expired		
Applicant	Nelson Engineering	Status		
		Owner	NOWLIN, MARK TRUSTEE	
Site Address		City	State	Zip
75 MCKEAN DRIVE		JACKSON	WY	83001
Subdivision		Parcel No		
		22411634189004		

Type of Review Notes		Dates			Remarks
		Sent	Due	Received	
Fire	APPROVED	9/28/2022	10/12/2022	10/18/2022	No issues (RL)
Fire	APPROVED	7/25/2022	8/8/2022	10/18/2022	No concerns (LP)
Planning	APPROVED W/CONDITI	11/16/2022	11/16/2022	11/21/2022	See conditions
(11/21/2022 12:40 PM KP) Updated Conditions of Approval.					
1. Physical improvements related to relocation of the fire turnaround must be made and approved by the Town prior to recordation of the plat.					
2. The existing fire turnaround shall not be removed until the new turnaround is constructed and approved by the Town.					
No bond will be required for relocation work.					
Public Works	APPROVED W/CONDITI	11/4/2022	11/11/2022	11/29/2022	

Type of Review Notes	Status	Dates			Remarks
		Sent	Due	Received	

(11/29/2022 4:48 PM BTL)

PARTIAL PLAT VACATION – APPROVED w CONDITIONS

P22-167

ADDRESS: 75/85 McKean Drive

OWNER: Mark Knowlin and McKean Knowlin

APPLICANT: Nelson Engineering

11/29/2022

Brian Lenz, 733-3079

DATE OF SUBMITTAL: 11/11/2022

DATE OF MATERIALS: 10/28/2022

REVISION NO.: 02

The engineering division has reviewed your application for a PARTIAL VACATION FROM PLAT submitted on and with application materials as dated above and is submitting these ADDITIONAL COMMENTS to our 10/25/2022 comments.

THE FOLLOWING SHOULD BE ADDRESSED:

- A. Partial Vacation Instrument: Chair is still used to refer to the Mayor of Town of Jackson. Review and Revise Accordingly.
- B. The instrument should also call out that the affidavit in Book 628 should also be marked as vacated by the Teton County Clerk as well as the plat. Review and revise accordingly.
- C. Easement Exhibit B: Labels the lots as the “Burdened Land” while the easement instrument refers to the fire truck turnaround easement area as the Burdened area, and Exhibit A uses neither term and describes a Fire Truck Turn-Around Easement. Review and revise accordingly.

SK/21-539-01

September 27, 2022

Town of Jackson
P.O. Box 1687
150 E. Pearl Ave.
Jackson, WY 83001-1687

ATTN: Planner

RE: Lot 4 and Lot 5, Ashley Nowlin Addition—No Map

Dear Katelyn:

We wish to proceed with the Partial Vacation. Attached are the submittal materials for the partial vacation of a plat, some of which were previously submitted. The Partial Vacation Instrument has been updated and the Easement document. The purpose of this Partial Vacation is to formally vacate the Fire Turn Around Easement and the setbacks located within Lot 4, Lot 5, and Lot 6 of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172.

Included in the submittal is:

1. Planning Permit Application for Final Plat
2. Fees have been Paid
3. Letter of Authorization, previously submitted
4. Final Plat Narrative and Findings
5. Title Report
6. Partial Vacation of Plat Instrument
7. Easement document
8. Response to reviews.

Please do not hesitate to contact me at skarichner@nelsonengineering.net or 733-2087 if you have any questions with this submittal, or Taylor Cook at tcook@nelsonengineering.net.

Sincerely,



Sue Karichner

Encl.



SK/21-458-01

September 27, 2022

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

ATTN: Katelyn Page, Associate Planner

RE: Partial Vacation Ashley Nowlin

Dear Katelyn;

In response to the comments of the **County Surveyor**, I make the following remarks:

1. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.
1. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.
2. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.
3. The fire turn around is defined in Book 628, page 1161, as the plat did not define its location. The location is shown correctly per Book 628, although not necessary for this vacation.
4. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.
5. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.
6. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.
7. This comment is in regards to the Amended Plat an is not applicable to the partial vacation.

In response to the comments of the **Title Company**, I make the following remarks:

Recommendations:

1. These comments are all in regards to the Amended Plat and are not applicable to the partial vacation.
There is a new document being filed for the new location of the fire turn-around and other easements, that is attached for review.

I believe this address all the comments and requirements applicable to the approval and filing of the accompanying plat. Please call me if you have any questions or concerns.

Sincerely,



Sue Karichner

LR



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: McKean Replat of Lots 4 and 5
Physical Address: 75 & 85 McKean Drive
Lot, Subdivision: Lot 4 and Lot 5 Ashley McKean PIDN: 22-41-16-34-1-89-004& 005

PROPERTY OWNER.

Name: Mark Knowlin and McKean Knowlin Phone: _____
Mailing Address: P.O. Box 2512, Jackson, WY ZIP: 83001
E-mail: mnowlinj@AOL.com

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: _____

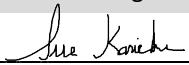
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type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

Have you attached the following?

- ☒ **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

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

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



Signature of Property Owner or Authorized Applicant/Agent
Sue Karichner

Name Printed

5.29.2022

Date
Engineer Tech.

Title



Commitment for Title Insurance

Issued by

First American Title Insurance Company

subject to conditions and
stipulations as set forth herein

Thank you for choosing

Wyoming Title & Escrow, Inc.

As Your Title Company

Contact Information:

1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Phone: (307)732-2983
Fax: (307)732-0200

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

Wyoming Title & Escrow, Inc.
Policy Issuing Agent for First American Title Insurance Company



Escrow Number: W-27029

WIRE FRAUD ADVISORY

Parties to a real estate transaction are often targets for wire fraud and financial confidence schemes, unfortunately with many losing tens or hundreds of thousands of dollars because they relied (without verification) on "revised" or "new" wire instructions appearing to come from a trusted party to the transaction.

IF YOU INTEND TO WIRE FUNDS IN CONJUNCTION WITH THIS REAL ESTATE TRANSACTION, WE STRONGLY RECOMMEND THAT YOU VERBALLY VERIFY THOSE INSTRUCTIONS THROUGH A KNOWN, TRUSTED PHONE NUMBER PRIOR TO SENDING FUNDS.

In addition, the following self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **DO NOT RELY** on emails purporting to change wire instructions. Wyoming Title & Escrow, Inc. will never change its wire instructions in the course of a transaction. If you receive a random or unsolicited email from anyone requesting funds to be wired, and attaching "new," "alternate," "updated," "revised" and/or "different" wire instructions, contact your escrow officer immediately (at a verifiable number in the manner noted below) and before wiring any money.
- **VERIFY** the wire instructions you do receive by calling the party who sent the instructions to you. However, **DO NOT** use the phone number provided in the email containing the instructions, and **DO NOT** send a reply email to verify, since the email address may be incorrect, fraudulent or being intercepted by the fraudster. Rather, use phone numbers you have called before and/or can independently verify through other sources (company website or internet search).
- **USE COMPLEX PASSWORDS** that are at least ten (10) characters long and contain a combination of mixed case, numbers, and symbols. You should also change your password often and not reuse the same password for other online accounts.
- **ENABLE MULTI-FACTOR AUTHENTICATION** for all email accounts. Your email provider may have specific instructions on how to implement this feature.
- **CHECK FOR AUTO-FORWARDING** on your email account and disable it. This is one of the most "silent" ways a fraudster can monitor your email account because every email that comes in is automatically forwarded to them, even if you change your password.

This Notice is not intended to provide legal or professional advice, nor is it an exclusive list of self-protection strategies. Customers are encouraged to always be aware of such schemes, and to contact their escrow officer if ever in doubt.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

Wyoming Title & Escrow, Inc.
Policy Issuing Agent for First American Title Insurance Company

Wyoming Title & Escrow, Inc.

COMMITMENT

Commitment Issued By:

Order Number: W-27029

Wyoming Title & Escrow, Inc.

1110 Maple Way Suite A, P.O. Box 4429
P.O. Box 4429
Jackson, WY 83001

Escrow Officer: Martha Gray McKinney
Phone: (307)732-2983
Fax: (307)732-0200
Escrow Officer Email: marthagr@wyomingtitle.com
Email Loan Docs To: 12101edocs@wyomingtitle.com

Customer Reference: **Nowlin Trust to Evans**

Property Address: 75 McKean Drive, Jackson, WY 83001

Title Officer: Molly Thorn
Title Officer Email: molly@wyomingtitle.com

EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy (Includes \$1344.00 Discount)	\$1,344.00
E-Recording Service Fee	\$8.50
Estimate of Charges	\$1,352.50

*** Recording Fees in Teton County are \$12 for the first page and \$3 for every page thereafter ***

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

Wyoming Title & Escrow, Inc.
Policy Issuing Agent for First American Title Insurance Company



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.



ALTA Commitment for Title Insurance

Issued by First American Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: 11163052



Authorized Countersignature

First American Title Insurance Company



Dennis J. Gilmore, President



Greg L. Smith, Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": a mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in the Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and the Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II – Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies.

The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
 2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
 3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

COMMITMENT - SCHEDULE A

1. Effective Date: January 7, 2022 at 7:30AM

Policy or Policies to be Issued:	Liability	Premium
2006 ALTA Standard Owners Policy PROPOSED INSURED:	\$1,050,000.00	\$1,344.00

Thomas J. Evans

3. The interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

**Mark Nowlin, Trustee, and on behalf of his successors in trust under the Mark Nowlin Revocable Trust, U/A/D
June 6, 2006, and any amendments thereto**

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" Attached For Legal Description

Inquiries should be directed to:

Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001

Escrow Officer: Martha Gray McKinney
Title Officer: Molly Thorn
Phone: (307)732-2983
Fax: (307)732-0200

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

Exhibit "A"
Legal Description

Lot 4 of the Ashley Nowlin Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 22, 2006, as Plat Number 1172.

PIDN: 22-41-16-34-1-89-004

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

SCHEDULE B - Part I REQUIREMENTS

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
3. Pay Wyoming Title & Escrow the premiums, fees and charges for the policy.
4. You must tell us in writing the name(s) of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. Pay all taxes, charges and assessments levied and assessed against the subject premises which are due and payable.
6. Warranty Deed executed by Mark Nowlin, Trustee, and on behalf of his successors in trust under the Mark Nowlin Revocable Trust, U/A/D June 6, 2006, and any amendments thereto, vesting fee simple title to the subject property in Thomas J. Evans.

Note:

- 1) A Statement of Consideration is required with each transfer of title in the State of Wyoming per Wyoming Statute 34-1-142.
- 2) All Grantors must cite marital status and their spouses, if any, must join in the execution of the deed(s) for the purpose of waiving any homestead rights they may have.
7. Terms, provisions and conditions of that certain trust agreement referred to in the SELLER vesting herein. We will require a complete, signed and notarized trust certification. If trustee is deceased, incompetent or has resigned, both a trust certification, signed by successor trustee and copies of the entire trust, including any amendments, must be submitted for review prior to closing.
8. We find no open mortgages of record. Escrow please confirm before closing and provide free and clear affidavit.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

SCHEDULE B - Part II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
 - 1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
 - 2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
 - 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
 - 4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
 - 5. (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, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
 - 6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
 - 7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
 - 8. General taxes for the year 2022, a lien in the process of assessment, not yet due or payable.
 - 9. Rights of others as to that portion of the herein described property lying within McKean Drive.
 - 10. Assessments for the Ashley Nowlin Addition Homeowner's Association, if any, which are excluded from the coverage afforded hereby.
 - 11. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded June 26, 1986, as (book) 178 (page) 805, Official Records:

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II – Exceptions.

Purpose: 24 FOOT EASEMENT FOR ROAD AND UTILITIES ALONG THE EAST BOUNDARY
[B178P805](#)

12. The terms, conditions and provisions as contained in the Agreement entitled "Driveway access and utilities easement agreement," by and between William C. Newton, Trustee and Mark Nowlin, Susan Nowlin and McKean Nowlin, dated February 14, 2006, recorded February 14, 2006, as (book) 617 (page) 881, Official Records.
[B617P881](#)
13. All matters as delineated on the Official Plat of Ashley Nowlin 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. 1172.
[Plat 1172](#)
- Terms and Conditions contained in an affidavit, recorded June 12, 2006, as (book) 628 (page) 1161, Official Records.
[B628P1161](#)
14. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Declaration of Covenants, Conditions and Restrictions for the Ashley Nowlin Addition to the Town of Jackson, 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 April 10, 2006, as (book) 622 (page) 928, Official Records.
[B622P928](#)
- Contains: Homeowners association charges, assessments and liens.
- Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded February 14, 2007, as (book) 653 (page) 335, Official Records.
[B653P335](#)
15. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, Inc., recorded September 15, 2006, as (book) 638 (page) 128, Official Records.
[B638P128](#)

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

*** INFORMATIONAL NOTES:

The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [~www.alta.org~](http://www.alta.org).

If the proposed insured under the policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation. Please contact the title officer named on Schedule A of this commitment.

Address: 75 McKean Drive, Jackson, WY 83001

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

Wyoming Title & Escrow, Inc.
Policy Issuing Agent for First American Title Insurance Company

IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

Any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS OR ANY FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

The Teton County Clerk has requested that the following PIN number be included in all recorded instruments for the subject property:

PIDN: 22-41-16-34-1-89-004

*** CHAIN OF TITLE REPORT

According to the public records, no documents conveying the property described in this report have been recorded within a period of 24 months prior to the date of this report, except as shown herein: NONE

TAX NOTE:

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

Tax ID No. OJ-006602.

1st Installment:	\$1,879.68	PAID
------------------	------------	------

2nd Installment:	\$1,879.68	PAID
------------------	------------	------



MOTHER LODGE HOLDING COMPANY

**Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions,
National Closing Solutions of Alabama, National Closing Solutions of Maryland,
North Idaho Title Insurance, Placer Title Insurance Agency of Utah,
Premier Reverse Closings, Premier Title Agency, Texas National Title,
Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow**

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

7. Minors

We don't collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS

10. Requests Under the California Consumer Privacy Act ("CCPA")

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

11. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to privacy@mlhc.com; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.
Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow

Placer Title Co.
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.



THIS SURVEY

ZONING DISTRICT:
MC-30 - Neighborhood Conservation Single Family

TOTAL ACRES: 1.27 ACRES

NUMBER OF UNITS: 6

NUMBER OF UNITS PER ACRE: 4.72

AVERAGE LOT SIZE: 9442.50 SQ. FT. OR .22 ACRES

SUBMITTAL DATE: October 12, 2009

FINAL SUBMITTAL REVISION: January 6, 2008

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION SYSTEM

ALL ONSITE WATER AND SEWER SYSTEMS WILL BE PRIVATELY OWNED AND MAINTAINED

THE SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

WORKING LAW DOES NOT RECOGNIZE ANY RIparian RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

NO PUBLIC MAINTENANCE OF STREETS OR ROADS

CERTIFICATE OF OWNER

State of Wyoming) ss
County of Teton) Jas

Know all men by these presents that Mark Nowlin and Susan Nowlin do hereby certify that the foregoing subdivision of Tract B, Pt. W 1/2 of Lot 5, Block 1, 1st of the West 1/4 of Section 34, T4N, R716W, in the County of Teton, Wyoming, as shown on this map and more particularly described under the authority of the State of Wyoming, is the same as the subdivision of the undersigned owner and proprietor of said lands, and that the name of the subdivision shall be ASHLEY NOWLIN ADDITION TO THE TOWN OF JACKSON.

that access to this subdivision is provided from East Broadway, by that 24 foot wide access easement recorded prior to this plat;

that a 20 foot wide access easement is hereby granted to Lots 1,2,3,4,5 & 6 of the ASHLEY NOWLIN ADDITION TO THE TOWN OF JACKSON as shown herein;

that a 20 foot wide access easement is hereby granted to Lower Valley Power and Light and the Town of Jackson as shown herein;

that easements across the subdivision lots are hereby granted to those utility companies and their successors and/or assigns serving this subdivision for construction, maintenance, and repair of the utility service for the subdivision as shown herein;

that the section 5 feet of lots 1,2,3,4, and 5 combined within this subdivision shall be accompanied with a dedicated buffer and all of maintenance and repair of said buffer will be shared by all lots as written in the Covenants, Conditions and Restrictions that concurrently with this plat;

that the Town of Jackson shall have access to all water valves, meters, shut-off boxes, sewer clean outs, and manholes and the undersigned reserves the right to create easements across said subdivision lots as necessary to provide for said access;

that there are no surface water rights appurtenant to this subdivision;

that Tract B, Pt. of the west 1/4 of Lot 5, Block 1, 1st of the West 1/4 of Section 34, T4N, R716W, Wyoming Statutes, 1977, as amended, being reconfigured as Lots 1,2,3,4,5, & 6, ASHLEY NOWLIN ADDITION TO THE TOWN OF JACKSON, in accordance with Section 34-12-106, Wyoming Statutes, 1977, as amended, and Town is respectfully requested to file with the County Clerk and the County Clerk is hereby requested to file with the County Clerk, January 6, 2008, in the County Clerk's Office.

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

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

Mark Nowlin

SIGNATURE BY SEPARATE AFFIDAVIT

Susan Nowlin

SIGNATURE BY SEPARATE AFFIDAVIT

McKean Nowlin

SIGNATURE BY SEPARATE AFFIDAVIT

OWNER:

MARK NOWLIN, SUSAN NOWLIN

BOX 1500, OWLIN

P.O. BOX 2152

JACKSON, WY. 83001

AGENT:

PIERSON LAND WORKS, INC.

BOX 1500, OWLIN

P.O. BOX 2152

JACKSON, WY. 83001

CERTIFICATE OF SURVEYOR

State of Wyoming) Jas

County of Teton)

William D. Brown

Wyoming Professional Land Surveyor No. 585

Acknowledgment

The foregoing instrument was acknowledged before me by William D. Brown this 9th day of February, 2006.

My commission expires: 6/24/08

Notary Public

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming

County of Teton

City of Jackson

State of Wyoming



First American Title™

Condition of Title Guarantee

ISSUED BY

First American Title Insurance Company

Guarantee

GUARANTEE NUMBER

50036956-0001011e

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

For Reference:

File #: W-27586

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under Wyoming statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the

GUARANTEE CONDITIONS (Continued)

assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

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

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

GUARANTEE CONDITIONS (Continued)

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Provision intentionally deleted.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

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

14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com)**

Condition of Title Guarantee SCHEDULE A

Order No.: W-27586
Guarantee No.: 50036956-0001011e
Date of Guarantee: April 8, 2022 at 9:28AM
Amount of Liability: \$200.00
Premium: \$250.00

1. Name of Assured:

Mark Nowlin and Mckean Nowlin

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

See Exhibit "A" for Legal Description

4. Assurances

According to the Public Records as of the Date of Guarantee:

- a. Title to the estate or interest in the Land is vested in:

Mark Nowlin, a married man and Mckean Nowlin, a single woman, as tenants in common

- b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority

Condition of Title Guarantee SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
- 2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. (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, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
- 7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 8. General taxes for the year 2022 and subsequent years, a lien in the process of assessment, not yet due or payable.
- 9. Assessments for the Ashley Nowlin Addition Homeowner's Association, if any, which are excluded from the coverage afforded hereby.
- 10. Easement disclosed by deed and conditions contained therein, in favor of Daniel Nowlin and Mary Anne Nowlin, husband and wife, recorded June 26, 1986, as (instrument) 266258 (book) 178 (page) 805, Official Records.
[B178P805](#)

11. Easement disclosed by deed and conditions contained therein, in favor of Mark Nowlin and Susan Nowlin, husband and wife, recorded June 26, 1986, as (instrument) 266259 (book) 178 (page) 806, Official Records.
[B178P806](#)
12. All matters as set out on that Map of survey recorded January 15, 1988, as (instrument) D-19-A, Official Records.
[D19A](#)
13. An agreement by and between William C. Newton, Trustee and Mark Nowlin, Susan Nowlin and McKean Nowlin, setting forth terms, recorded February 14, 2006, as (instrument) 669938 (book) 617 (page) 881, Official Records.
[B617P881](#)
14. All matters as delineated on the Official Plat of Ashley Nowlin 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. 1172.
[Plat 1172](#)

Affidavit affecting title to correct a scrivener's error on Plat 1172, recorded June 12, 2006, as (instrument) 677844 (book) 628 (page) 1161 Official Records.
[B628P1161](#)
15. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, 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 April 10, 2006, as (instrument) 673032 (book) 622 (page) 928, Official Records.
[B622P928](#)

Contains: Homeowners association charges, assessments and liens.

Said Covenants, Conditions and Restrictions were modified in part by instrument recorded February 14, 2007, as (instrument) 695785 (book) 653 (page) 335, Official Records.
[B653P335](#)
16. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded September 15, 2006, as (instrument) 685140 (book) 638 (page) 129, Official Records.
[B638P129](#)
17. A Mortgage to secure an indebtedness in the amount of \$558,200.00, and any other obligations secured thereby, dated August 8, 2017, recorded August 16, 2017, as (instrument) 933813 , Official Records.

Mortgagor: McKean Nowlin, a married woman and Mark Nowlin, an unmarried man
Mortgagee: Mortgage Electronic Registration Systems, Inc. ("MERS") acting solely as nominee for Quicken Loans, Inc.
MIN No.: 100039033811709207

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

EXHIBIT "A" – LEGAL DESCRIPTION

Lots 5 and 6 of the Ashley Nowlin Addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded in the Office of the Teton County Clerk on February 22, 2006, as Plat No. 1172.

PIDN: 22-41-16-34-1-89-005, 22-41-16-34-1-89-006

• ***** **END OF LEGAL DESCRIPTION** *****

Note: For informational purposes only, for which the Company assumes no liability for any inaccuracies or omissions, the purported street address and assessor's parcel number of said Land as determined from the latest county assessor's roll is:

85 McKean Drive, Jackson, WY 83001
105 McKean Drive, Jackson, WY 83001

No inspection of said Land has been made, and no assurances are hereby given or implied as to the location of the Land herein described.



MOTHER LODGE HOLDING COMPANY

**Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions,
National Closing Solutions of Alabama, National Closing Solutions of Maryland,
North Idaho Title Insurance, Placer Title Insurance Agency of Utah,
Premier Reverse Closings, Premier Title Agency, Texas National Title,
Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow**

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer

information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

7. Minors

We don't collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed <https://www.mlhc.com/privacy-policy>. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at <https://www.mlhc.com/privacy-policy> and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS

10. Requests Under the California Consumer Privacy Act ("CCPA")

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

11. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to privacy@mlhc.com; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.
Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow

Placer Title Co.
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.



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: 12/30/21

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

McKean Nowlin

Being duly sworn, deposes and says that McKean Nowlin is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: 85 McKean Drive

Legal Description: Lot 5 Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Nelson Engineering

Mailing address of Applicant/agent: 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 ☐ 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.

Mark Nowlin POA for McKean Nowlin

Property Owner Signature

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

STATE OF Wyoming)
) SS.
COUNTY OF Teton)



The foregoing instrument was acknowledged before me by Mark Nowlin POA for McKean Nowlin this 30th day of December 2021. WITNESS my hand and official seal.

Notary Public

My commission expires: 11/4/2027



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: 10/19/22

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

Mark Nowlin, Trustee of the Mark Nowlin Revocable Trust U/A/D June 6, 2006

Being duly sworn, deposes and says that Mark Nowlin, Trustee is the owner in fee of the premises located at:

Name of property owner as listed on deed

Address of Premises 75 McKean Drive

Legal Description: Lot 4 Ashley Nowlin Addition to the Town of Jackson, Plat no. 1172

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Nelson Engineering

Mailing address of Applicant/agent: 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 ☐ 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.

Mark Nowlin, Trustee
Property Owner Signature

Trustee of the Mark Nowlin Revocable Trust U/A/D June 6, 2006

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

STATE OF Wyoming)
) SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Mark Nowlin, Trustee this 19th day of October, 2022. WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires:

11/4/27

SUZANNE LAGERMAN
Notary Public - State of Wyoming
Commission ID # 155888
My Commission Expires
November 04, 2027



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: 10/19/22

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

Mark Nowlin

Being duly sworn, deposes and says that Mark Nowlin is the owner in fee of the premises located at:
 Name of property owner as listed on deed

Address of Premises: 105 McKean Drive

Legal Description: Lot 6 Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Nelson Engineering

Mailing address of Applicant/agent: 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 ☐ 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.

Mark Nowlin
 Property Owner Signature

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

STATE OF Wyoming)
) SS.
 COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Mark Nowlin this 19th
 day of October, 2022. WITNESS my hand and official seal.

[Signature]
 Notary Public

My commission expires:

11/4/27

SUZANNE LAGERMAN
 Notary Public - State of Wyoming
 Commission ID # 155888
 My Commission Expires
 November 04, 2027

QUITCLAIM DEED

RELEASED	
INDEXED	☒
ABSTRACTED	☒
SCANNED	☒

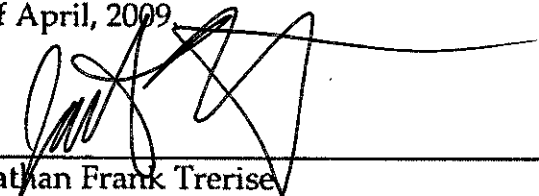
Jonathan Frank Trerise, a married man and spouse of McKean Nowlin, GRANTOR of Teton County, State of Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS AND QUITCLAIMS to McKean Nowlin, a married woman as her sole and separate property, and Mark Nowlin, an unmarried man, who acquired title as a married man, as tenants in common, GRANTEES, whose address is Post Office Box 2152, Jackson, Wyoming 83001, the following described real estate, situated in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

Lot 5 & 6 of the Ashley Nowlin Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk on February 22, 2006 as Plat No. 1172.

PIN #: 21-41-16-34-1-89-005
21-41-16-34-1-89-006

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, encumbrances, restrictions, easements, encumbrances, reservations, and rights-of-way of sight and/or record.

WITNESS my hand this 16TH day of April, 2009



Jonathan Frank Trerise

SIGN HERE

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me by Jonathan Frank Trerise, this 16 day of April, 2009.

WITNESS my hand and official seal.



Notary Public
My Commission Expires: 7/24/2012

Law Office of:
Hess Coleman & D'Amore, LLC
Post Office Box 449
30 East Simpson Street
Jackson, Wyoming 83001
307-733-7881



GRANTOR: TRERISE, JONATHAN FRANK
GRANTEE: NOWLIN, MC KEAN ET AL
Doc 0750496 bk 726 pg 829-829 Filed At 15:49 ON 04/24/09
Sherry L. Daigle Teton County Clerk fees: 8.00
By Michele Fairhurst Deputy

Quitclaim Deed

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

Know all persons by these presents that Susan Nowlin, an unmarried woman of PO Box 2766, Jackson, Wyoming 83001 (the "Grantor"), for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quitclaim unto Mark Nowlin, Trustee, and on behalf of his successors in trust under the Mark Nowlin Revocable Trust, U/A/D June 6, 2006, and any amendments thereto, of PO Box 2512, Jackson, Wyoming 83001 (the "Grantee"), all of the Grantor's interests in and to the following described real property situated in Teton County, Wyoming, to wit:

Lot 4 of the Ashley Nowlin Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on February, 22, 2006, as Plat Number 1172.

PIN: 22-41-16-34-1-89-004.

Including and together with all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, and any rights of Grantor to minerals thereunder, but subject to taxes, assessments, covenants, conditions, restrictions, reservations, encroachments, rights- of-way and easements of sight or record.

Furthermore, know all persons by these presents that the Grantor hereby waives and releases any and all rights arising under or by virtue of the Homestead laws of the State of Wyoming.

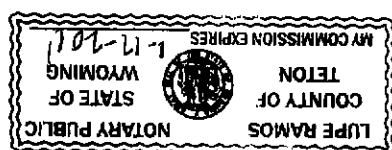
Dated this 22 day of ~~June~~ ^{May}, 2007.

Susan Nowlin
Susan Nowlin, Grantor

STATE OF WYOMING }
 ss.
County of Teton }

The foregoing Quitclaim Deed was acknowledged before me by Susan Nowlin, Grantor, on this 22 day of ~~June~~ ^{May}, 2007.

Witness my hand and official seal.



[Signature]
Notary Public for the State of Wyoming
My Commission Expires: 1-17-2011

Grantor: NOWLIN, SUSAN
Grantee: NOWLIN, MARK TRUSTEE
Doc 0702814 bk 664 pg 541-541 Filed at 3:23 on 05/22/07
Sherry L Daigle, Teton County Clerk fees: 8.00
By MICHELE E. FAIRHURST Deputy

Partial Vacation without Replat

Lot 4, Lot 5 and Lot 6 of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172

June 29, 2022

Project Narrative:

Mark Nowlin as owners of Lot 4 and Mark Nowlin and McKean Nowlin owners of Lot 5 and Lot 6, of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172, wish to vacate the Fire Turn Around Easement located on Lot 4 and Lot 5 and the setbacks on Lots 4, 5 and 6 of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172

A new fire turn around easement located on Lot 5 and Lot 6 and a 5 foot landscape easement, a 25 foot access easement, and a 30 foot utility easement, located on Lot 6 has been created and shall be filed in the Office of the Clerk of Teton County after the Town of Jackson reviews.

Findings for Approval per Section 8.5.3 – Final Plat

1. *Is in substantial conformance with an approved development plan or development option plan or is a condominium or townhouse subdivision of existing physical development*-This finding can be made. This application is for a partial vacation of a Plat. It is a matter of procedure that the application be processed for a Final Plat with no plat map.
2. *Complies with the standards of this Section* – This finding can be made. This application, final plat and accompanying materials complies with standards of Section 8.5.3.
3. *Complies with subdivision standards of Division 7.2*- This finding can be made. This application seeks to vacate the existing fire turn around easement. No physical subdivision of land or subdivision improvements are proposed, and the application is not a condominium or townhouse subdivision.
4. *The application complies with all other relevant standards of these LDRs and other County Resolutions* – This finding can be made. 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: This is for a vacation of an existing easement of a Fire Turn Around. A new fire truck turn around and extension to McKean Drive easement has been created and shall be filed with the Office of the Teton County Clerk. All standards have been adequately addressed or met with this application.

PARTIAL VACATION WITHOUT REPLAT

WHEREAS, on _____, the Town of Jackson City Council met to consider a request to vacate the fire turn-around located on Lot 4, and Lot 5 and the setbacks shown on Lot 4, Lot 5 and Lot 6, of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172, as recorded in the Office of the Teton Clerk, Wyoming, on February 22, 2006, having a State Parcel ID Number 22-41-16-34-1-89-004, 22-41-16-34-1-89-005 and 22-41-16-34-1-89-006, as shown on attached **Exhibit A**.

WHEREAS, having determined that the proposed easement vacation and setback vacation does not abridge or destroy any of the rights and privileges of the other proprietors in said plat, the proposed vacation was approved by the Town Council.

Now, Therefore, the Chair of the Town of Jackson City Council hereby respectfully requests that the Teton County Clerk write, “vacated,” across the fire turn around easement located on Lot 4 and Lot 5 and the setbacks shown on Lot 4, Lot 5, and Lot 6 of Said Plat No. 1172, and requests that the County Clerk make a reference on said plat of the book and page in which this instrument of partial vacation has been recorded.

Mark Nowlin, Trustee
Of the Mark Nowlin Revocable Trust, U/A/D June 6, 2006

STATE OF WYOMING)
COUNTY OF TETON) ss.

The foregoing instrument was subscribed and sworn to before me on this _____ day of _____, 2022 by Mark Nowlin, Trustee of the Mark Nowlin Revocable Trust, U/A/D June 6, 2006, 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.

Notary Public

My Commission Expires: _____

)ss.

The foregoing instrument was subscribed and sworn to before me on this _____ day of _____, 2022 by McKean Nowlin and Mark Nowlin 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.

My Commission Expires: _____

TOWN ACKNOWLEDGEMENT

Hailey Morton Levinson, Mayor
Town of Jackson

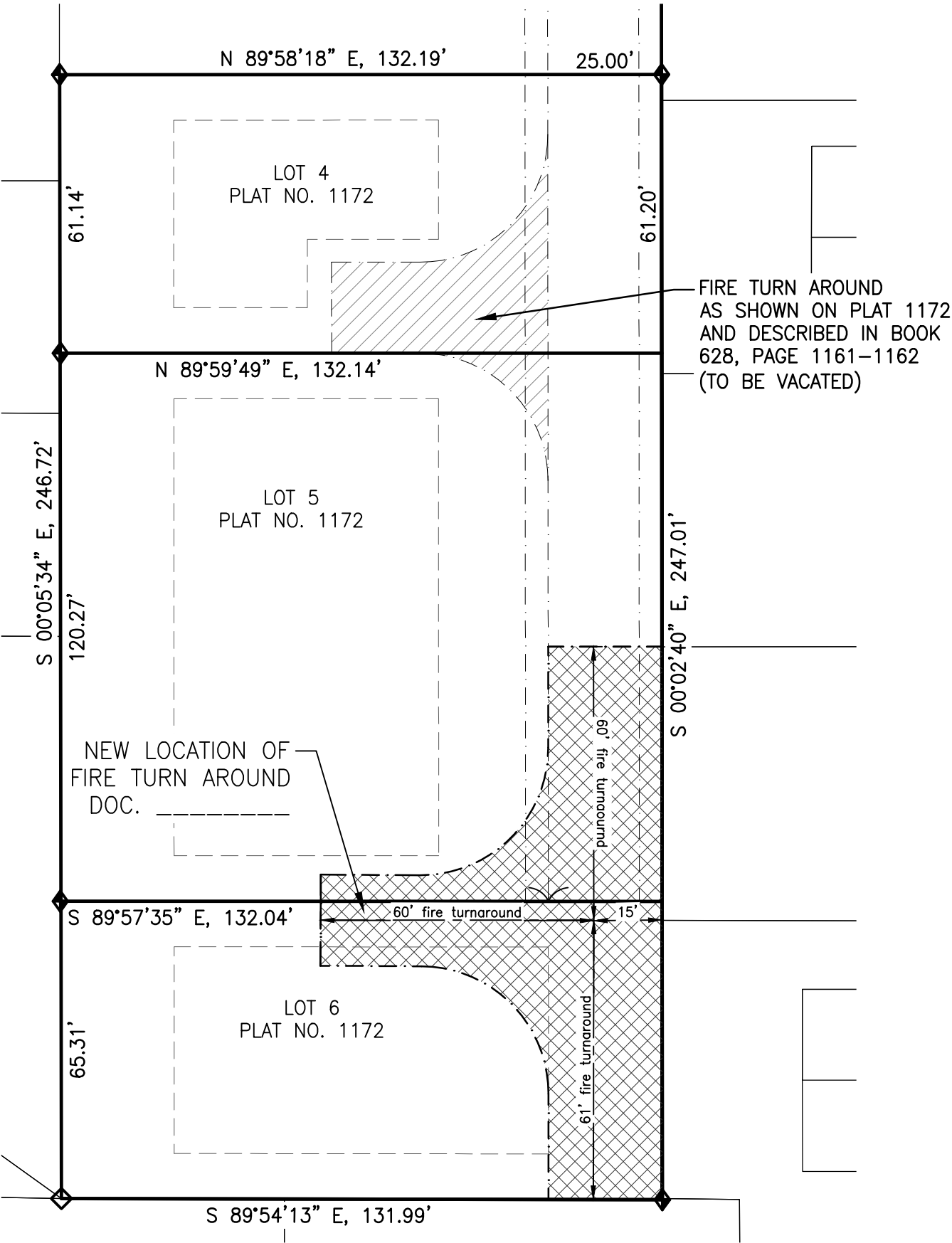
STATE OF WYOMING)
COUNTY OF TETON) ss.

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as Mayor of the Town Council on this day of , 2022.

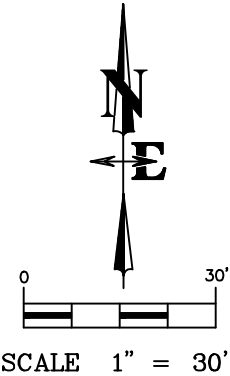
Witness my hand and official seal.

My Commission Expires:_____

EXHIBIT A



- LEGEND
- = BUILDING SETBACKS (TO BE VACATED)
 - [Hatched Box] = VACATED FIRE TURN AROUND
 - [Cross-hatched Box] = NEW FIRE TURN AROUND



LOT 4, LOT 5 AND LOT 6
OF ASHLEY NOWLIN ADDITION
TO THE TOWN OF JACKSON
PLAT NO. 117
LOCATED IN NW1/4 NE1/4,
SECTION 34, T41N, R116W,
6TH P.M.
TETON COUNTY, WYOMING

DRAWING NO 1	DRAWING TITLE FIRE TURNAROUND PARTIAL VACATION OF ASHLEY NOWLIN PLAT NO. 1172	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE 10/28/2022	
JOB NO 21-539-01			ENGINEERED DD	
			DRAWN SK	
			CHECKED LR	
			APPROVED LR	

FIRE TRUCK TURNAROUND AND ACCESS EASEMENT

THIS FIRE TRUCK TURNAROUND AND ACCESS EASEMENT ("Easement") is made to be effective as of the date of its recording in the Clerk's Office of Teton County, Wyoming (the "Effective Date"), by McKean Nowlin, a married woman as her sole and separate property, and Mark Nowlin, an unmarried man, who acquired title as a married man, as tenants in common (together, the "Grantor") and for the benefit of the Town of Jackson, Wyoming (the "Grantee"). Grantor is the owner of Lot 5 & 6 of the Ashley Nowlin Addition to the Town of Jackson according to that plat recorded in the Office of the Teton County Clerk on February 22, 2006 as Plat No. 1172 (PIDNs: 21-41-16-34-1-89-005 and 21-41-16-34-1-89-006)(together, the "Grantor's Property"). Grantor hereby grants and conveys to the Grantee, a perpetual non-exclusive easement for a fire apparatus turn-around, and access, the locations of which are each more particularly described in EXHIBIT A hereto (the "Burdened Land" or "Easement Area") and depicted on EXHIBIT B hereto, both of which are attached hereto and made a part thereof.

The easements granted herein are non-exclusive, and Grantor reserves the right to use the Burdened Land for any purposes whatsoever which do not interfere with the Grantee's use of the easements for their intended purposes. Without limiting Grantor's reserved rights, Grantor specifically reserves the right to use the Burdened Land as an access driveway to a residence to be constructed on Lot 6 of the Grantor's Property, and such use shall not be construed as interfering with Grantee's use of the easements. The Grantee shall be prohibited from taking any action which is inconsistent with the purpose of the grants herein provided, including, but not limited to, erecting any improvements, fixtures or facilities within the Burdened Land. Grantor reserves the right to pave all or any portion of the Burdened Land in connection with its use of the Burdened Land as a driveway. The easements granted herein shall be deemed to be "in gross", shall be perpetual as long as they are used for their intended purposes, and shall not be assignable by Grantee without the prior written consent of the owner of the Grantor's Property. Notwithstanding the foregoing, the easements granted herein are not intended to be construed as, and are not a grant of, any easement for use by the general public. This Easement may only be modified or amended with the prior written consent of the then current owner(s) of the Grantor's Property and the Grantee, which document shall be recorded with the Clerk's Office of Teton County, Wyoming. The rights, reservations and benefits provided for Grantor herein shall inure to the benefit of any future owner of Grantor's Property.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Easement to be effective as of the Effective Date.

McKean Nowlin

Mark Nowlin

State of _____)
County of _____) ss.

The foregoing instrument was acknowledged before me by McKean Nowlin on this _____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

[Seal]

My Commission Expires:

State of _____)
County of _____) ss.

The foregoing instrument was acknowledged before me by Mark Nowlin on this _____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

[Seal]

My Commission Expires:

EXHIBIT A

Legal Description of a Fire Truck Turn-Around Easement

An easement located within the NW 1/4 NE 1/4, Section 34, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, and being within Lot 5 and Lot 6 of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172, as recorded in the Office of the Teton County Clerk, and being described as follows:

Beginning at the southeast corner of Said Lot 5, thence N00°02'40"W along the easterly line of Said Lot 5, a distance of 55.96 feet;

Thence S89°57'20"W, a distance of 25.00 feet to the westerly line of that 25 foot wide access easement as shown on Plat No. 1172;

Thence S00°02'40"E along said access easement, a distance of 22.13 feet to a non-tangent circular curve to the right;

Thence along said curve having a radius of 28.00 feet, a chord length of 39.72 feet, bearing S45°07'42" W, through a central angle of 90°20'45", an arc distance of 44.15 feet;

Thence N89°41'55"W, a distance of 21.78 feet;

Thence S00°18'05"W, a distance of 5.85 feet to a point on the south line of Said Lot 5;

Thence S00°18'05"W, a distance of 14.15 feet;

Thence S89°41'55"E, a distance of 22.24 feet to a circular curve to the right:

Thence along said curve having a radius of 28.00 feet, a chord length of 39.48 feet, bearing S44°52'18" E, through a central angle of 89°39'15", an arc distance of 43.81 feet to a point on the westerly line of that 25-foot-wide access easement as shown on Plat No. 1172;

Thence S00°02'40"E along Said 25 foot wide easement, a distance of 23.20 feet to the southerly line of Said Lot 6;

Thence S89°54'13"E, along Said southerly line a distance of 25.00 feet to the southeast corner of Lot 6;

Thence N00°02'40"W along the easterly line of Said Lot 6, a distance of 65.44 feet to the Point of Beginning.

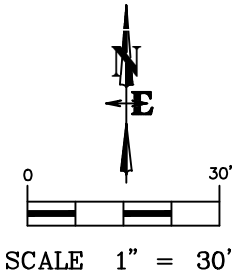
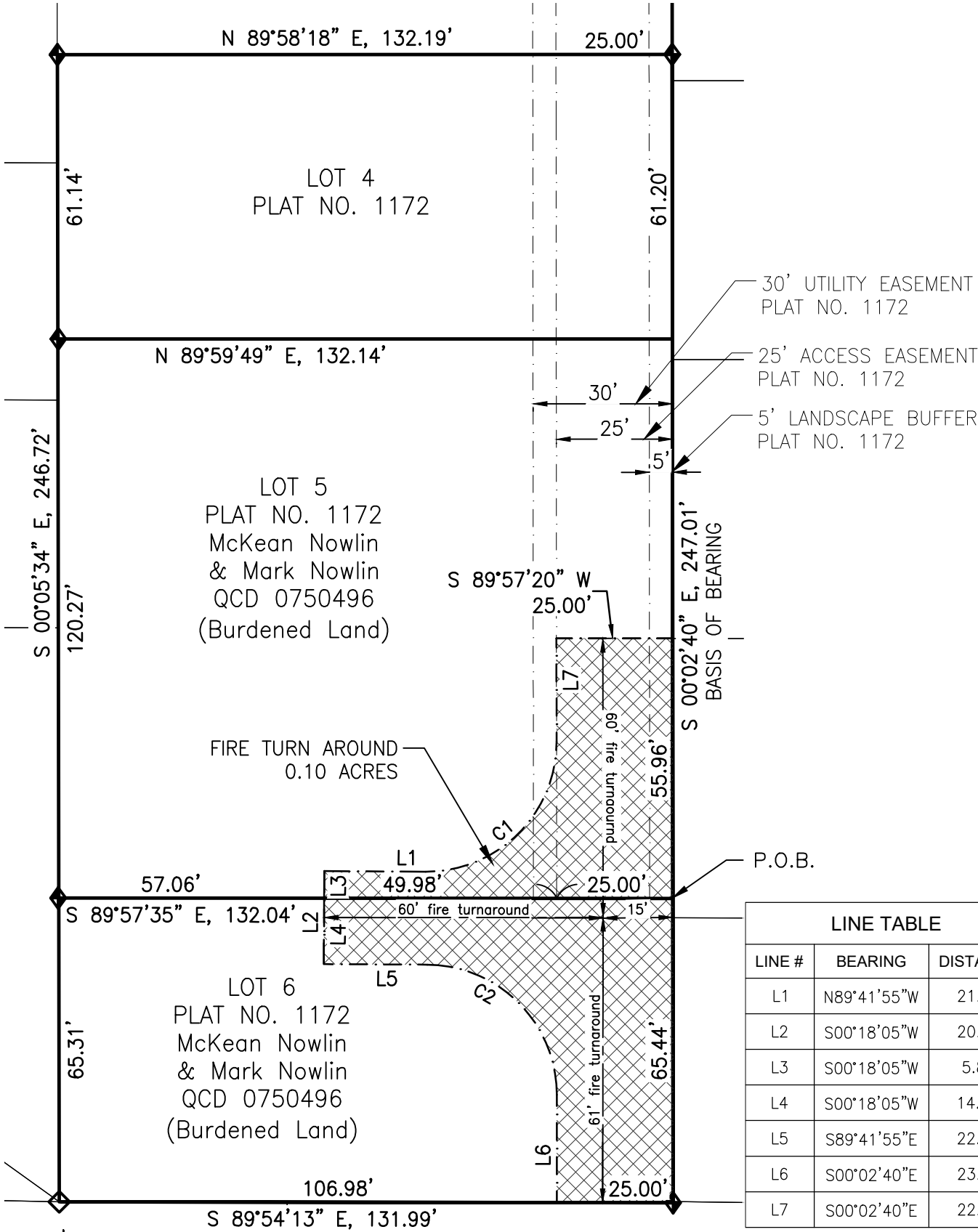
Said strip of land contains 0.10 acres, more or less, and is subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

The Basis of Bearing being N00°02'40" W along the east property lines of Lots 5 and Lot 6.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

Lucas D. Rudolph
Wyoming PLS 15442
Nelson Engineering
Project 21-539-01
October 28, 2022

EXHIBIT B



LEGEND



= NEW FIRE TURN AROUND
SHALL BE SIGNED
"NO PARKING FIRE TURNAROUND"

NOTE:
"NO PUBLIC
MAINTENANCE
OF ROADS OR
DRIVES"

LOT 4, LOT 5 AND LOT 6
OF ASHLEY NOWLIN ADDITION
TO THE TOWN OF JACKSON
PLAT NO. 1172
LOCATED IN NW1/4 NE1/4,
SECTION 34,
T41N, R116W, 6th P.M.
TETON COUNTY, WYOMING

DRAWING NO
EXHIBIT B
JOB NO
21-539-01

DRAWING TITLE
FIRE TURNAROUND EASEMENT
LOTS 5 AND LOT 6
ASHLEY NOWLIN PLAT NO. 1172

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

DATE	10/28/2022
ENGINEERED	DD
DRAWN	SK
CHECKED	LR
APPROVED	LR

PARTIAL VACATION WITHOUT REPLAT

WHEREAS, on _____, the Town of Jackson City Council met to consider a request to vacate the fire turn-around located on Lot 4, and Lot 5 and the setbacks shown on Lot 4, Lot 5 and Lot 6, of Ashley Nowlin Addition to the Town of Jackson, Plat No. 1172, as recorded in the Office of the Teton Clerk, Wyoming, on February 22, 2006, having a State Parcel ID Number 22-41-16-34-1-89-004, 22-41-16-34-1-89-005 and 22-41-16-34-1-89-006, as shown on attached **Exhibit A**.

WHEREAS, Mark Nowlin, Trustee of the Mark Nowlin Revocable Trust, U/A/D June 6, 2006, owner of Lot 4, and Mark Nowlin and McKean Nowlin owners of Lot 5 and Lot 6 of Said Ashley Nowlin, Plat No. 1172, shall file a new Fire Truck Turnaround Easement, being relocated on Lot 5 and Lot 6 of Said Ashley Nowlin Addition, Plat No. 1172, prior to the recording of this Partial Vacation document.

WHEREAS, having determined that the proposed easement vacation and setback vacation does not abridge or destroy any of the rights and privileges of the other proprietors in said plat, the proposed vacation was approved by the Town Council.

Now, Therefore, the Chair of the Town of Jackson City Council hereby respectfully requests that the Teton County Clerk write, “vacated,” across the fire turn around easement located on Lot 4 and Lot 5 and the setbacks shown on Lot 4, Lot 5, and Lot 6 of Said Plat No. 1172, and requests that the County Clerk make a reference on said plat of the book and page in which this instrument of partial vacation has been recorded.

Mark Nowlin, Trustee
Of the Mark Nowlin Revocable Trust, U/A/D June 6, 2006
(Owner of Lot 4)

STATE OF WYOMING)
COUNTY OF TETON)

The foregoing instrument was subscribed and sworn to before me on this _____ day of _____, 2022 by Mark Nowlin, Trustee of the Mark Nowlin Revocable Trust, U/A/D June 6, 2006, 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.

Notary Public

My Commission Expires: _____

Mark Nowlin
(Owner of Lot 5 and Lot 6)

STATE OF WYOMING)
COUNTY OF TETON) ss.

The foregoing instrument was subscribed and sworn to before me on this _____ day of _____, 2022 by Mark Nowlin 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.

PIDN: 22-41-16-34-1-89-004, 005 and 006

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

McKean Nowlin
(Owner of Lot 5 and Lot 6)

STATE OF WYOMING)
COUNTY OF TETON)

The foregoing instrument was subscribed and sworn to before me on this _____ day of _____, 2022 by McKean Nowlin 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.

Notary Public

My Commission Expires: _____

TOWN ACKNOWLEDGEMENT

Hailey Morton Levinson, Mayor
Town of Jackson

STATE OF WYOMING)
COUNTY OF TETON) ss.

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as Mayor of the Town Council on this day of , 2022.

Witness my hand and official seal.

Notary Public

My Commission Expires:_____

Katelyn Page

From: skarichner@nelsonengineering.net
Sent: Tuesday, October 25, 2022 3:22 PM
To: 'Colin Cameron'; karen.terra@compass.com
Cc: 'Lisa Driewer'; Katelyn Page; Taylor Cook
Subject: Ashley Nowlin Subdivision



Colin and Karen,

I have asked Lisa Driewer to contact you but the Town has also asked that I inform you that the **Plat Amendment** is no longer being required for the moving of the fire turn around easement from Lot 4-5 to Lot 5-6 and the **removal** of the **setbacks** as shown on the plat for Lots 4, 5, and 6.

We are moving forward with a Partial Vacation, which only affects lots 4, 5 and 6 of Ashley Nowlin Subdivision.

The setbacks will **only** be removed from the plat for Lots 4, 5 and 6 of Ashley Nowlin. Your setbacks on Lots 1, 2 and 3 will remain the same as shown on the plat.

Please let me know if you have any questions.

Sue Karichner

Engineering Technician

NELSON
ENGINEERING since 1964

Professional Engineers & Land Surveyors

JACKSON, WY • BUFFALO, WY • VICTOR, ID

20 Cedron Road

Katelyn Page

From: skarichner@nelsonengineering.net
Sent: Wednesday, November 23, 2022 1:39 PM
To: Katelyn Page
Subject: Lot owner 1



Katelyn,

Here is the response from Emily Graham below in the email chain.

Sue Karichner

Engineering Technician

NELSON
ENGINEERING since 1964

Professional Engineers & Land Surveyors

JACKSON, WY • BUFFALO, WY • VICTOR, ID

20 Cedron Road

Victor, ID 83455

(307) 733-2087 ext. 128

nelsonengineering.net

This email is confidential.

If you are not the intended recipient, you must not disclose or use the information contained in it.

If you have received this email in error, please notify us immediately by return email and delete this document.

From: Lisa Driewer <lisa.driewer@jhsir.com>

Sent: Tuesday, October 25, 2022 8:55 PM

To: ccameron@factset.com; skarichner@nelsonengineering.net; Tim Grimes <tim@stinkyprints.com>; Karen Terra <karen.terra@compass.com>

Subject: Fwd: owners of Lots 1, 2 and 3

Sent from my iPhone

Begin forwarded message:

From: Emily Larson <EmilyRLarson@hotmail.com>

Date: October 25, 2022 at 7:03:24 PM MDT

To: Lisa Driewer <lisa.driewer@jhsir.com>, ccameron@factset.com

Cc: andrewgraham1623@hotmail.com, Karen Terra <karen.terra@compass.com>

Subject: Re: owners of Lots 1, 2 and 3

Hi Lisa,

Karen forwarded us this information regarding our property at 45 McKean so we could respond - we confirm!

Many thanks,

Emily Graham

Begin forwarded message:

From: Lisa Driewer <lisa.driewer@jhsir.com>

Date: October 25, 2022 at 3:07:46 PM MDT

To: Karen Terra <karen.terra@compass.com>, Colin Cameron <ccameron@factset.com>

Subject: Fwd: owners of Lots 1, 2 and 3

Good afternoon,

The town wanted to make sure you know that the setbacks on your property will not change with the changes happening on mark's property(s).

Can you please respond that you confirm?

Thank you so much!

Lisa

Sent from my iPhone

Begin forwarded message:

From: skarichner@nelsonengineering.net
Date: October 25, 2022 at 10:57:13 AM MDT
To: Lisa Driewer <lisa.driewer@jhsir.com>
Subject: owners of Lots 1, 2 and 3

Katelyn asked me yesterday if the other owners of Lots within the subdivision know that the setbacks will not be changing on their lots. I told I did not know but since their houses are already built it should not matter to them.

I am not sure if you are in contact with the other owners of those lots to notify them that their setbacks will not be changing.

Let me know if you need me to contact them or do not feel that this is an issue with them.

Sue Karichner

Engineering Technician

NELSON
ENGINEERING since 1964

Professional Engineers & Land Surveyors

ORDINANCE 1325

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. 1325 § 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 7 DAY OF NOVEMBER , 2022.

PASSED 2ND READING THE 21 DAY OF MOVEMBER , 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. 1325 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 1326

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. 1326 § 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 7 DAY OF NOVEMBER , 2022.
PASSED 2ND READING THE 21 DAY OF NOVEMBER , 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. 1326 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 1327

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. 1327 § 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 7 DAY OF NOVEMBER , 2022.

PASSED 2ND READING THE 21 DAY OF NOVEMBER , 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. 1327 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 1328

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

Subject Unit – Affordable Restricted Value		
<u>Unit A: \$200,000</u>		
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		
<u>Value Comparison Percentage for All Units in the Development</u>		
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. 1328 § 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 7 DAY OF NOVEMBER , 2022.
PASSED 2ND READING THE 21 DAY OF NOVEMBER , 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. 1328 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 1329

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 housing unit. The required course is 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. 1329 § 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 7 DAY OF NOVEMBER , 2022.
PASSED 2ND READING THE 21 DAY OF NOVEMBER , 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. 1329 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 1330

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. 1330 § 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 7 DAY OF NOVEMBER , 2022.

PASSED 2ND READING THE 21 DAY OF NOVEMBER , 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. 1330 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 1331

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 Scheduled 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. 1331 §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. 1331 § 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 7 DAY OF NOVEMBER , 2022.
 PASSED 2ND READING THE 21 DAY OF NOVEMBER , 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. 1331 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 1332

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 the sale of the unit 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. 1332 § 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 7 DAY OF NOVEMBER , 2022.
PASSED 2ND READING THE 21 DAY OF NOVEMBER , 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. 1332 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 1333

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. 1333 § 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 7 DAY OF NOVEMBER , 2022.
PASSED 2ND READING THE 21 DAY OF NOVEMBER , 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. 1333 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 1334

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. 1334 § 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 7 DAY OF NOVEMBER , 2022.
PASSED 2ND READING THE 21 DAY OF NOVEMBER , 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. 1334 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 1335

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 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. 1335 § 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 7 DAY OF NOVEMBER , 2022.
PASSED 2ND READING THE 21 DAY OF NOVEMBER , 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. 1335 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 1336

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. 1336 § 1, 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 7 DAY OF NOVEMBER, 2022.
PASSED 2ND READING THE 21 DAY OF NOVEMBER, 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.

ORDINANCE 1337

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. 1337 § 1, 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. 1337 § 1, 2022)
- 2.04.030 Adjourned meetings.
- 2.04.040 Executive sessions. (Repealed) (Ord. 1337 § 1, 2022)
- 2.04.050 Presentation of ordinances. (Repealed) (Ord. 1337 § 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. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 2022; Ord. 145 § 4, 1971.)

2.04.050 Presentation of ordinances. (Repealed)

(Ord. 1337 § 1, 2022; Ord. 31b § 1, 1938.)

...

Sections:

- 2.08.010 Mayor and Councilmembers.
- 2.08.020 Other Officers. (Repealed) (Ord. 1337 § 1, 2022)
- 2.08.030 Town Clerk. (Repealed) (Ord. 1337 § 1, 2022)
- 2.08.040 Town Treasurer. (Repealed) (Ord. 1337 § 1, 2022)
- 2.08.050 Chief of Police. (Repealed) (Ord. 1337 § 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. 1337 § 1, 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. 1337 § 1, 2022; Ord. 872 § 2, 2008; Ord. 226 § 2, 1977; Ord. 1 § 4, 1926.)

2.08.030 Town Clerk. (Repealed)
(Ord. 1337 § 1, 2022; Ord. 2 § 1, 1926.)

2.08.040 Town Treasurer. (Repealed)
(Ord. 1337 § 1, 2022; Ord. 2 § 2, 1926.)

2.08.050 Chief of Police. (Repealed)
(Ord. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 2022; Ord. 872 § 5, 2008; Ord. 644 § 4, 2000; Ord. 69 § 4, 1959.)

2.28.050 Investigation of fires--Procedure. (Repealed)

(Ord. 1337 § 1, 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. 1337 § 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. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 2022; Ord. 873 § 2, 2008; Ord. 152 § 6, 1973.)

2.32.070 Service of process. (Repealed)

(Ord. 1337 § 1, 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. 1337 § 1, 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. 1337 § 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. 1337 § 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. 1337 § 1, 2022)

...

2.36.020 **Membership. (Repealed)**

(Ord. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 2022; Ord. 109 § 7, 1967.)

...

2.36.100 **Dissolution and discontinuance. (Repealed)**

(Ord. 1337 § 1, 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. 1337 § 1, 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. 1337 § 1, 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 7 DAY OF NOVEMBER , 2022.
PASSED 2ND READING THE 21 DAY OF NOVEMBER , 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. 1337 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

STAFF REPORT



Meeting Date:	December 5, 2022	Meeting Title:	Regular Town Council
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	P22-211: First Reading for Ordinance F	Public Comment:	Yes

Purpose & Policy Considerations.

To approve at First Reading Ordinance F to update the Town of Jackson's Land Development Regulations (LDRs), specifically the Neighborhood Low Density-5 (NL-5) Zone.

Requested Action.

Request to approve Ordinance F which would modify the Town of Jackson's LDR Section 2.2.6: Neighborhood Low Density-5 (NL-5).

Recommendation.

The Planning Director recommends approval of the proposed Ordinance F as presented in this staff report.

Background

At the November 7, 2022, Town Council regular meeting, Town Council approved the proposed LDR Text Amendments and directed staff to prepare an Ordinance to amend the LDRs as presented.

Please see the attached ordinance that provides all proposed changes to the LDRs to be approved.

Factors for Consideration

Below are the factors that the Council considered at a regular meeting on November 7, 2022.

Zoning Text Amendment (P22-211): Pursuant to Section 8.7.1.C of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

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

Complies. One of the primary purposes of the LDRs is to implement the community's housing goals. The proposed text amendment will accomplish this goal by helping to remove barriers to developing deed restricted ownership housing which is consistent with meeting the goal to house 65% of the workforce locally.

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

Not Applicable. The intent of the proposed text amendment is not to improve consistency within the LDRs but rather to modify the density limitations of a specific zoning district.

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

Complies as Conditioned. Staff finds that the proposed text amendment, as conditioned, provides flexibility for owners to develop increased density within the current dimensional standards of the NL-5 zone under the specific condition of a deed restriction for all units. Character of the specific zone is maintained partly because the dimensional standards such as FAR, LSR, building height, and setbacks remain unchanged and with staff's added condition that fourplexes not be allowed. This amendment does not exempt the development from compliance with all other applicable LDRs.

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

Complies. Staff finds that the proposed text amendment encourages development of permanently deed restricted housing units in neighborhoods currently undergoing significant change where workforce housing is being removed and replaced at a high rate. The proposed amendment will help meet the public need for options in providing affordable workforce housing, especially ownership opportunities without requiring a taxpayer subsidy.

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

Complies as Conditioned. Staff finds that the proposed text amendment, as conditioned, forwards goals of the Jackson/Teton County Comprehensive Plan by removing a regulatory barrier to the provision of workforce housing, providing development potential for workforce housing that is centrally located, providing infill development potential that maintains existing identity or vitality, reinforcing the provision of a variety of housing types, and reinforcing the social character integral to the community.

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

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

Attachments.

Ordinance F

Suggested Motions.

I move to approve Ordinance F on first reading.

ORDINANCE F

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1122, 1196, 1197, 1198, 1214, AND 1299 AND SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTION 2.2.6 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING NEIGHBORHOOD LOW DENSITY-5 (NL-5) 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. 1214 1122, 1196, 1197, 1198, 1214, and 1299 and Section 2 of Town of Jackson Ordinance No. 1074 (PART) and section 2.2.6 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

[See Next Page]

2.2.6. NL-5: Neighborhood Low Density-5 (3/6/19, Ord. 1214)

Section 2.2.6.A.1 – General Intent, Section 2.2.6.A.4 – Land Use, and Section 2.2.6.B.1 – Lot Standards (Landscaping)

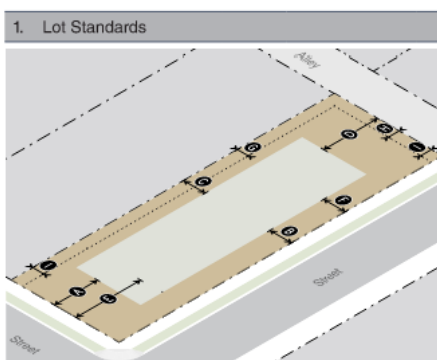
2.2.6. NL-5: Neighborhood Low Density-5 (3/6/19, Ord. 1214)

A. Intent

1. General Intent: The intent of the Neighborhood Low Density-5 (NL-5) zone is to enhance the character and cohesiveness of residential neighborhoods while allowing for a flexible range of residential types, including single-family detached units, duplex units, and triplex units. A maximum of three detached or attached units per lot is permitted, **except as allowed in Sec. 2.2.6.E**. This flexibility is intended to create opportunities for workforce housing because all apartment and deed restricted units are required to be rented-to **utilized by** members of the local workforce. This zone is intended for Stable neighborhoods where increased residential density is not intended, **except up to four deed restricted units are permitted within a maximum of three structures**.
2. Buildings: Buildings can be up to 2 stories in height. Multiple detached buildings or multiple attached units on a site is common. Incentives are provided to encourage variety in roof pitch and design.
3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from an alley where present or a primary street where no alley exists.
4. Land Use: Single-family detached homes, duplex, and triplex units, with additional apartments as allowed to not exceed three units per lot maximum density **except as allowed in Sec. 2.2.6.E**.
5. Comprehensive Plan: Based primarily on Subarea 3.1 in the Comprehensive Plan.

B. Physical Development

Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5 apply unless stated otherwise.



1. Lot Standards

Primary Building Setbacks (Sec. 9.4.8.)			
Primary street (min)	20'		A
Secondary street (min)	10'		B
Side interior (min)	10'		B
Rear (min)	10'		D

Accessory Structure Setbacks (Sec. 9.4.8.)			
Primary street (min)	30'		E
Secondary street (min)	10'		F
Side interior (min)	5'		G
Rear (min)	5'		H

Site Development Setbacks

All site development, excluding driveways, sidewalks, or parking.			
Primary/secondary street (min)	Same as primary building		
Side interior/rear (min)	5'		I

Landscaping (Div. 5.5.)

Landscape surface ratio (min)			
1 unit	.45		
2 units	.35		
3 or 4 units	.30		E.1
All other allowed uses	.45		
Plant units (min)			
Residential	1 per lot		
Nonresidential	1 per 1,000 sf of landscape area		
Parking Lot (all uses)	1 per 12 parking spaces		

Town of Jackson Land Development Regulations

2-36

Section 2.2.6.B.2 – Vehicle Access Standards (Parking Setbacks)

Parking Setbacks			
	1 or 2 units	3 or 4 units/ nonresidential	
Primary street (min)	20'	20*	A
Secondary street (min)	10'	10*	B
Side interior (min)	5'	1'	C
Rear (min)	5'	5'	
Rear alley (min)	2'	2'	D

* Excludes 20' max driveway allowed in primary/secondary street setback

Section 2.2.6.B.3 – Bulk & Mass Standards (Scale of Development)

Scale of Development (Sec. 9.4.13.)	
Floor area ratio (FAR max)	
1 unit	.30
2 units	.35
3 or 4 units	.40 E.1 & E.3
All other allowed uses	.40
Individual Building (max gross floor area)	10,000 sf

Section 2.2.6.E.1 – Additional Zone-specific Standards (Detached Dwelling Unit, Attached Dwelling Unit, Apartment, or ARU), Section 2.2.6.E.3 – Additional Zone-specific Standards (Condominium and Townhouse), and Section 2.2.6.E.4 – Additional Zone-specific Standards (Additional unit density).

E. Additional Zone-specific Standards

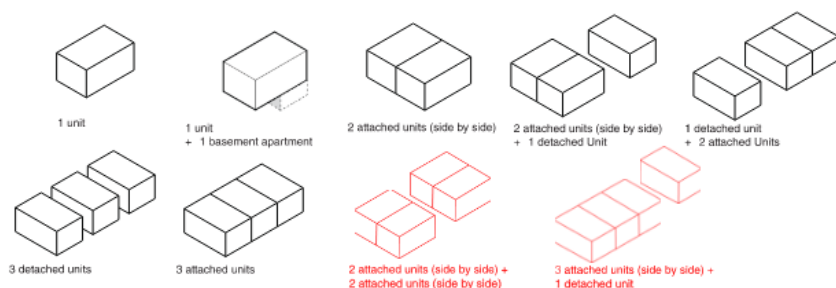
The following standards apply in addition to all other standards applicable in the NL-5 zone.

- Single-Family Detached, Single-Family Attached, Apartment, or ARU.** No more than 3 units of any combination are permitted on the lot, *except that 4 units are permitted on the lot if 100% of the units are permanently deed restricted with a deed restriction approved by Jackson/Teton County Housing Department or administered by the Jackson Hole Community Housing Trust or Habitat for Humanity of the Greater Teton Area.*
- Apartment and ARU Occupancy.** Occupancy of an apartment or ARU shall be restricted to persons employed within Teton County, in accordance with the Jackson/Teton County Housing Rules and Regulations or the occupants shall be members of the same family occupying the principal dwelling unit, such as parents or adult children, or intermittent, nonpaying guests
- Condominium or Townhouse.** Condominium or Townhouse subdivision is only allowed if all units on the property are permanently deed restricted to the satisfaction of the Jackson/Teton County Housing Department. The Restriction must permanently restrict use and occupancy of each dwelling unit to households that work locally and occupy the unit as their primary residence. If three *or four* units are built on a site or lot, an additional 600 sf of above-ground floor area shall be granted.
- Additional unit density.** A residential unit approved using the density incentive allowed in Section 2.2.6.E.1 is also subject to the requirements of Section 7.8.2 regarding residential buildout.

Section 2.2.6.F – Configuration Options

F. Configuration Options

Configuration options in the NL-5 zone include, but are not limited to, the following, *with fourplexes prohibited as an option:*



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 _____, 2023.

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 _____, 2023.

I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	December 5, 2022	Meeting Title:	Regular Meeting
Submitting Department:	Administration	Presenter:	Riley Taylor
Agenda Item:	CAST Meeting Travel Authorization	Public Comment:	No

Purpose & Policy Considerations.

To consider authorizing expenditures from the FY23 Council Training, Travel and Meeting budget for councilmembers to attend the Colorado Association of Ski Towns (CAST) Meeting in Steamboat Springs, CO.

The Town Council Rules and Procedures indicate that pre-approval of travel authorization and expenditure for Councilmembers to attend specific conferences, as well as designation of meeting delegates (if required), should be presented under Matters from Mayor and Council and may be accompanied by a staff report.

Requested Action.

To authorize expenditures from the FY23 Council Training, Travel and Meeting budget for Councilwoman Sell Chambers, and any other interested councilmembers, to attend the CAST Meeting in Steamboat Springs, CO.

Recommendations.

Staff recommends approval of this expenditure from the FY23 Council Training, Travel and Meeting budget.

Background.

Members of Council have historically attended training events throughout the year, including events hosted by the National League of Cities (NLC), Wyoming Association of Municipalities (WAM), Colorado Association of Ski Towns (CAST), and others. Any member of Council wishing to attend a conference or meeting must have travel and expenditures authorized by Council prior to attendance.

Analysis.

CAST meetings are typically held in neighboring ski towns and are therefore lower cost.

Possible Alternatives.

Council can choose to authorize or deny this expenditure or direct staff to provide more information to Council about this event.

Fiscal Impact.

This event is associated with a registration fee of \$95/person, event fees for a lift ticket to Steamboat Ski Resort and ticket to Old Town Hot Springs (events optional), and additional expenses for travel and lodging.

A total of \$5,063 has already been expended from the FY23 Council Training, Travel and Meetings budget. The funding available for the remainder of FY23 is \$11,362.

FY23 Council Training, Travel & Meeting Budget	
Adopted FY23 Budget	\$ 20,200.00
Expended as of 12/1/2022	\$ 5,063.00
Funding to Set Aside for 3 Attendees to WAM Winter Workshop	\$ 1,775.00

Funding to Set Aside for 3 Attendees to WAM Summer Convention	\$ 2,000.00
Funding Available for Remainder of FY23	\$ 11,362.00

Staff Impact.

The staff impact of this authorization is minimal, including approximately 30 minutes to prepare this staff report and acquire updated budget information from the Finance Department.

Attachments or Links.

None.

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

I move to authorize expenditures from the FY23 Council Training, Travel and Meeting budget for Councilwoman Sell Chambers, and any other interested councilmembers, to attend the CAST Meeting in Steamboat Springs, CO.

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Interim Town Manager

DT: December 5, 2022

RE: Town Manager's Report

Zoom and Swagit Numbers for Town Council Meetings

IT Director, Michael Palazzolo provided information regarding Zoom and Swagit (video only) attendance numbers for Town Council meetings.

A total of 61 Town Council Zoom meetings were held between November 2021 and November 2022 with a total of 1880 unique views and an average of 30.8 unique views at each meeting. These meetings included Workshops and Special Workshops, Special and Regular Meetings, Special and Regular JIMs, and Town Council and JIM Retreats.

A total of 38 Town Council Swagit (video only) meeting days were held between November 2021 and November 2022 with a total of 175 unique views and an average of 4.6 unique views during each meeting day. These meetings included Workshops and Special Workshops, Special and Regular Meetings, Special and Regular JIMs, and TC and JIM Retreats. Swagit numbers are unique because we cannot obtain numbers for each meeting, but rather for each day. One day may have 2 meetings and we are provided with an aggregate number of views per day as opposed to numbers of views for each meeting.

Additionally, there were a total of 7101 visits to archived Swagit meetings on the Town website in past 12 months. A complete spreadsheet outlining attendance is attached to this Town Manager's Report.

Social and Human Services Update

A survey was recently administered to Human Service providers in the community regarding the quarterly Human Services updates to the BCC and the Town Council. A majority of the respondents indicated satisfaction with the current model; however, the survey also revealed some opportunities for improvement from an administrative aspect. Below are some of the major points of feedback:

- Many respondents indicated that the purpose of the updates was unclear. These updates started in response to a request from the Human Services community for more face time with the Commission and Council; however, due to staffing changes over the years this

original purpose may have been lost. There is an opportunity for increased communication of the purpose and potentially revisit the updates.

- The updates themselves could potentially benefit from some adjustments to procedure. Currently the 'agenda' of these updates was left to the agencies to present information that they deemed the highest relevance. Respondents indicated that they would benefit from prompts or specific questions to be answered within the time allotted for presenting to the elected officials.
- A number of respondents did indicate a desire for the updates to happen less frequently.

Based on feedback received, Town Administration will work with County Administration to test out the following procedures for the 2023/2024 updates scheduled for March and October:

- We'll include in our correspondence regarding those updates a disclaimer that the updates are voluntary and attendees are welcome to present any information they'd like.
- We will also provide prompts for organizations who would prefer to speak to those.
- We'll also include a reminder that written updates are welcome at any time.

Separate from the updates mentioned above, the Human Services budget meetings will take place during the normal time in April/May, using the same format that was utilized this year.

Date for Joint Town Council/County Commission Retreat

The Joint Retreat date has been set for Monday, February 27, 2023. At this point the location is yet to be determined. Please plan on reserving the full day (8:30 AM – 4:30 PM) on February 27. You will be updated on location in the near future.

ISWR EPA Grant

Sustainable Strategies has identified for our consideration an EPA SWIFR (Environmental Protection Agency Solid Waste Infrastructure for Recycling) grant, with rewards ranging from \$500,000 to \$4,000,000. Teton County ISWR has a project that fits the grant requirements. They have \$1,250,000 in match funding available, primarily from SPET funding, and would request \$2,500,000 in additional grant funding to increase recycling capacity for plastics, lithium batteries, fuel canisters, and other materials.

Currently, there is inadequate storage for recyclable materials at the Recycling Center, particularly for plastics, which are Class A flammable materials and not able to be stored in the main warehouse. Teton County ISWR also needs to improve the safety of fuel canister collection and add lithium battery recycling capacity. They propose using this grant opportunity for the following solutions:

1. Install a shed roof over the truck scale (to be purchased with SPET funds) and use that opportunity to expand the Recycling Center and increase storage capacity. This is a way to increase impact during a construction project that is already planned and avoid higher costs to expand the Recycling Center later.

2. Add a special section to the Recycling Center for storing plastics, with adequate fire suppression for Class A flammable materials.
3. Build a small facility to store lithium batteries for recycling, separate from other facilities due to fire risk. The growth of Electric Vehicles will be a critical component towards Net Zero, but there is a need to be able to safely dispose of EV batteries.
4. Build an adjacent facility for processing fuel canisters, which will reduce the fire risk compared to storing them with fuel inside. A canister processing facility will demonstrate our partnership with public lands agencies and our leadership as a gateway community. GTNP and Teton County recently shipped 14 tons of fuel cannisters for recycling.

With the approval of the Manager's Report Teton County ISWR will continue to work with the Town consultant Sustainable Strategies to complete the grant application.

Avg. Zoom attendance for any type of Town Council meeting: 30.8
 Highest Zoom-attended Council meeting type: JIMs (66 avg. Zoom attendees per meeting)
 Lowest Zoom-attended Council meeting type: Special Workshops (13.8 avg. Zoom attendees per meeting)

Avg. Swagit attendance for all Council meetings on any given meeting day: 4.6
 Total visits to archived Swagit meetings on Town in past 12 months: 7101

Town Council Zoom Meeting Report November '21 to November '22

Meeting Date	Meeting Type	Unique Views	Total Users	Max Concurrent Views
2/7/2022	JIM	54	87	37
3/7/2022	JIM	78	121	65
Totals		132	208	102
Averages		66.0	104.0	51.0
11/15/2021	Regular	69	91	46
12/6/2021	Regular	41	65	31
12/20/2021	Regular	22	39	13
1/18/2022	Regular	57	81	42
2/7/2022	Regular	29	42	21
2/22/2022	Regular	42	63	23
3/7/2022	Regular	39	57	27
3/21/2022	Regular	24	37	15
4/18/2022	Regular	10	21	8
5/16/2022	Regular	19	26	12
6/6/2022	Regular	40	69	22
6/21/2022	Regular	33	61	23
7/5/2022	Regular	19	29	12
7/18/2022	Regular	12	18	10
8/1/2022	Regular	15	25	10
8/15/2022	Regular	20	39	14
9/6/2022	Regular	21	35	10
9/19/2022	Regular	13	23	9
10/3/2022	Regular	12	25	7
10/17/2022	Regular	17	26	12
11/7/2022	Regular	27	39	17
11/21/2022	Regular	12	23	8
Totals		593	934	392
Averages		27.0	42.5	17.8
1/31/2022	Retreat	27	66	18
2/1/2022	Retreat	20	39	15
12/21/2021	Special	3	13	3
1/10/2022	Special	29	48	17
1/24/2022	Special	21	43	13
4/11/2022	Special	18	38	12
5/23/2022	Special	4	16	2
6/6/2022	Special	3	7	1
8/15/2022	Special	74	146	38
Totals		199	416	119
Averages		22.1	46.2	13.2
3/8/2022	JIM Retreat	48	76	27
1/10/2022	Special JIM	53	95	25
1/24/2022	Special JIM	10	27	4
2/28/2022	Special JIM	35	62	21
4/11/2022	Special JIM	35	62	26
4/25/2022	Special JIM	29	43	22
5/9/2022	Special JIM	75	99	58
5/10/2022	Special JIM	52	85	34
5/23/2022	Special JIM	44	60	31
6/6/2022	Special JIM	73	125	45
6/13/2022	Special JIM	58	88	27
6/27/2022	Special JIM	33	60	24
Totals		545	882	344
Averages		45.4	73.5	28.7
12/20/2021	Special Workshop	29	40	16
4/18/2022	Special Workshop	8	18	6
4/19/2022	Special Workshop	7	16	2
5/9/2022	Special Workshop	14	23	5
5/24/2022	Special Workshop	11	22	8
Totals		69	119	37
Averages		13.8	23.8	7.4
11/15/2021	Workshop	110	151	96
1/18/2022	Workshop	26	42	20
2/22/2022	Workshop	30	38	24
3/21/2022	Workshop	14	22	8
4/18/2022	Workshop	11	22	8
5/16/2022	Workshop	20	35	15
6/21/2022	Workshop	23	38	12
7/18/2022	Workshop	21	45	13
9/19/2022	Workshop	36	59	22
10/17/2022	Workshop	27	43	15
11/21/2022	Workshop	24	38	18
Totals		342	533	251
Averages		31.1	48.5	22.8
Grand Totals		1880	3092	1245
Grand Averages		30.8	50.7	20.4

Town Council Swagit Meeting Report November '21 to November '22

Meeting Date	Meeting Type	Unique Views	Total Users
2/7/2022	JIM & Regular	4	5
3/7/2022	JIM & Regular	11	18
Totals		15	23
Averages		7.5	11.5
3/8/2022	JIM Retreat	1	1
Totals		1	1
Averages		1.0	1.0
12/6/2021	Regular	3	3
7/5/2022	Regular	1	1
8/1/2022	Regular	1	1
9/6/2022	Regular	0	0
10/3/2022	Regular	0	0
11/7/2022	Regular	3	5
Totals		8	10
Averages		1.3	1.7
12/20/2021	Regular & Special Workshop	1	1
Totals		1	1
Averages		1.0	1.0
1/31/2022	Retreat	8	10
2/1/2022	Retreat	1	1
Totals		9	11
Averages		4.5	5.5
12/21/2021	Special	1	1
Totals		1	1
Averages		1.0	1.0
8/15/2022	Special & Regular	9	30
Totals		9	30
Averages		9.0	30.0
2/28/2022	Special JIM	1	1
4/25/2022	Special JIM	1	1
5/10/2022	Special JIM	4	6
6/13/2022	Special JIM	4	5
6/27/2022	Special JIM	9	11
Totals		19	24
Averages		3.8	4.8
1/10/2022	Special JIM & Special	9	18
1/24/2022	Special JIM & Special	6	11
4/11/2022	Special JIM & Special	11	13
5/23/2022	Special JIM & Special	4	4
Totals		30	46
Averages		7.5	11.5
5/9/2022	Special JIM & Special Workshop	10	22
Totals		10	22
Averages		10.0	22.0
4/19/2022	Special Workshop	4	7
5/24/2022	Special Workshop	1	2
Totals		5	9
Averages		2.5	4.5
4/18/2022	Special Workshop, Workshop & Regular	7	12
Totals		7	12
Averages		7.0	12.0
6/6/2022	Special, Special JIM & Regular	15	23
Totals		15	23
Averages		15.0	23.0
11/15/2021	Workshop & Regular	3	9
1/18/2022	Workshop & Regular	8	11
2/22/2022	Workshop & Regular	9	11
3/21/2022	Workshop & Regular	5	6
5/16/2022	Workshop & Regular	5	6
6/21/2022	Workshop & Regular	4	5
7/18/2022	Workshop & Regular	1	1
9/19/2022	Workshop & Regular	3	3
10/17/2022	Workshop & Regular	2	2
11/21/2022	Workshop & Regular	5	6
Totals		45	60
Averages		4.5	6.0
Grand Totals		175	273
Grand Averages		4.6	7.2
Total visits to archived meetings YTD		7101	8228