

Special Town Council Meeting

January 9, 2023

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your

browser: <https://us02web.zoom.us/j/84608787903?pwd=UTdQY05qV1RBTEFZK29UOCtGRncxdz09>

If the link does not work, join at zoom.com with Webinar ID **846 0878 7903** Password: **83001**

or join by phone **+1 669 444 9171** with Webinar ID **846 0878 7903** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations

- 1. Introduction of Chrystal Lopez, Street Operator/Collection System Operator

III. PUBLIC COMMENT

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

IV. CONSENT CALENDAR

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

- A. Meeting Minutes
 - 1. December 19, 2022 Town Council Workshop
 - 2. December 19, 2022 Regular Town Council Meeting
- B. Disbursements
- C. P22-272 Slow Foods Market Temporary Sign (Paul Anothny)
- D. E22-009 Crane Encroachment - 175 E. Broadway (Floren Poliseo)
- E. Suite of Documents for Flat Creek Apartments/400 W. Snow King Ave. (April Norton)

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

- A. Administration
 - 1. Legislative Support Contract (Susan Scarlata)
 - 2. Town Manager's Job Description (Tyler Sinclair)
- B. Planning
 - 1. P22-115: Request to Vacate Alley at 300 Block N. Cache St. (Paul Anthony) - *This item will be continued to 2/6.*

Please note that at any point during the meeting, the Chairman or Mayor 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.

2. P22-141: Development Plan for 1050, 1060, and 1080 South Park Loop Rd. (Tyler Valentine) - *This item will be continued to 1/17.*

VI. ORDINANCES

- A. Ordinance E: P22-176 Electric Vehicle Supply Equipment LDR Amendment (second reading)
- B. Ordinance F: P22-211 Neighborhood Low Density-5 (NL-5) Amendment (third reading)

VII. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

VIII. ADJOURN

Please note that at any point during the meeting, the Chairman or Mayor 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.

Chrystal Lopez
Public Works
Street Operator/Collection System Operator

Chrystal Lopez is new to the Town of Jackson. She hails from Gillette in the eastern part of Wyoming. She will be working in the Public Works Department as a Street Operator / Collection System Operator. She hopes to gain knowledge about our systems in town and further her education. Her hobbies include teaching her children basketball, volleyball and other sports. In her free time she enjoys fishing and spending time in the outdoors.

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

DECEMBER 19, 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 1:00 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, Steve Ashworth, Kelly Thompson, Michelle Weber, Susan Scarlata, April Norton, Jay Wright, Paul Anthony, Russ Ruschill, Floren Poliseo, Brian Lenz, Matthew Doyle, Lynsey Lenamond, and Riley Taylor.

Classification and Compensation Study Implementation Options. Roxanne Robinson and Tyler Sinclair made staff comment. Jada Kent made comment on behalf of Baker Tilly. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to:

1. Approve the pay philosophy as presented and direct staff to draft a pay philosophy resolution for consideration by Council;
2. Approve the pay plan as proposed that includes 3 separate open range Title and Grade structures;
3. Approve an employee advancement program;
4. Approve the placement of employees at the new minimum in their salary range (or their current salary if already over the minimum) plus 1% for each year in their position;
5. Direct staff to implement the pay plan as proposed on January 9, 2023;
6. Direct staff to not make any changes to the benefits and housing program at this time; and
7. Direct staff to present a strategy for ongoing funding of the new pay plan with the FY24 budget.

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

Council recessed at 2:30pm and reconvened at 3:00pm.

Equity Task Force Initial Recommendations. Susan Scarlata, Tyler Sinclair, and April Norton made staff comment. Equity Task Force members Stacy Noland, Brandon Hernandez, Jean Day, Jade Krueger, Jason Fritts, Miki Aristorenas, Rosa Sanchez, and Pierre Bergman presented to Council. Council held discussion with staff and taskforce members. Claire Stumpf made public comment.

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the recommendation for the Town to translate documents and Town signs into Spanish, and approve staff's recommendation for implementation. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve the recommendation for Town Council to work with the County Commission to direct the Housing Department to work on housing for seniors and an Assisted Living Center, as discussed, and approve staff's recommendation for implementation. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve the recommendation to start meetings with a Land Acknowledgment and to connect with Native Tribes in the area, and approve staff's recommendation for implementation. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve the recommendation to revisit and consider removing policy that limits on-street parking in the winter, and approve staff's recommendation for implementation. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve the recommendation to establish Employee Resource Groups (ERGs) and eventually hire a Director of Equity, and approve staff's recommendation for implementation. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the recommendation to develop and eventually administer an internal equity audit at the Town of Jackson, and approve staff’s recommendation for implementation. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to approve the recommendation for Town Council to work with County Commission to direct staff to add a chapter to the Comprehensive Plan focused on equity, and approve staff’s recommendation for implementation. 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 Jim Rooks to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 5:03 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: December 28, 2022

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

DECEMBER 19, 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, Lea Colasuonno, Paul Anthony, Floren Poliseo, Tyler Valentine, Katelyn Page, April Norton, Carl Pelletier, Michelle Weber, Lynsey Lenamond, and Riley Taylor.

Resolution 22-23: Resolution of Appreciation for Clarene Law. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to approve Resolution 22-23. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

TOWN OF JACKSON RESOLUTION #22-23 RESOLUTION OF APPRECIATION FOR CLARENE LAW

WHEREAS, on September 21, 2022, Clarene Webb Law, of Jackson, Wyoming, passed away at the age of 89, and with her passing, Jackson lost a beloved member of the community; and WHEREAS, in 1962 with the help of family, Clarene purchased the Antler Motel, and thus began a career in hospitality which grew to include several properties in Jackson that have been pivotal to tourism as well as to the iconic history of the downtown Jackson area; and WHEREAS, Clarene's contributions to the community include her support of many organizations such as the Grand Teton Music Festival, the National Museum of Wildlife Art, Community Entry Services, and the Chamber of Commerce; and WHEREAS, Clarene served on the Jackson Planning Commission, the Jackson Hole Business and Professional Women's Club, the Jackson Hole Resort Association, and the school board; and WHEREAS, Clarene's service didn't stop at the local level, but extended to the State of Wyoming's Legislature for 14 years, membership in the Wyoming Business Council, and serving as President of the Wyoming Lodging and Restaurant Association; and WHEREAS, in 2013 Clarene was inducted into the Wyoming Business Hall of Fame, which recognizes industry leaders who have demonstrated substantial business merit while making a virtuous impact on their community; and WHEREAS, Clarene was known for her kindness, respect, and love of people, remembering the names of her customers after one stay and always being willing to take time to share advice and encouragement with others; and WHEREAS, Clarene was always generous to community members needing emergency lodging due to pass and canyon closures and as well as to the Town of Jackson specifically when we requested lodging for interview candidates, law enforcement personnel in emergencies, and winter lodging for START Transit Operators, making the needs of the community a priority. NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, and the Town Council, do hereby recognize and express appreciation for the life and accomplishments of Clarene Webb Law.

BE IT FURTHER RESOLVED, that a copy of this resolution be maintained in the official records of the Town of Jackson as a permanent record and memorandum of the contributions of Clarene Webb Law.

DATED THIS 19th DAY OF DECEMBER 2022

Public Comment. There was no public comment.

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

- A. **Meeting Minutes.** To approve the meeting minutes from the December 5, 2022 Regular Town Council Meeting.
- B. **Disbursements.** To approve disbursements as presented. ABRAMS, STEPHAN \$139.34; ACE HARDWARE \$786.57; ALDER ENVIRONMENTAL LLC \$368.75; ALENTADO TRAINING CONSULTANTS,

LLC \$3,835.00; ALPHAGRAPHICS \$168.30; ALTA PLANNING & DESIGN \$969.00; AMAZON \$1,928.26; AMERICAN SHOOTERS LAS VEGAS \$1,932.00; APEX SAGE INC \$460.00; ARISTORENAS, MARIA \$450.00; BADILLO, MARCELA \$450.00; B-CYCLE LLC \$3,645.75; BEARING & INDUSTRIAL SALE \$54.86; BERGMAN, PIERRE \$450.00; BIG R RANCH & HOME \$45.44; BLISS CARGO \$57.05; BLUE SPRUCE CLEANERS, INC \$125.81; BLUFFS DEVELOPMENT GROUP LLC \$687.63; BOREMAN, BRAD \$100.00; BRIGGS, ERIC L \$994.75; BRISTOL, JAMES \$73.00; BURKHOLDER, SHAWN \$1,850.00; CAMBRIDGE SYSTEMATICS, INC \$50,532.80; CARPETS PLUS COLORTILE \$5,985.00; CARQUEST AUTO PARTS INC. \$75.63; CASELLE INC. \$1,867.00; CDW-GOVERNMENT \$30,924.73; CENTURYLINK \$173.06; CITY OF DRIGGS \$1,736.66; CONRAD & BISCHOFF INC. \$32,640.58; CONTROL SYSTEM TECHNOLOGY, INC. \$3,910.00; CONVERGEONE, INC \$11,044.07; COPYWORKS, LLC \$265.25; CORBETT, KIRSTEN \$47.12; CORE & MAIN LP \$4,535.95; DAY, JEAN \$450.00; DEAN'S PEST CONTROL LLC \$250.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$1,018.46; DIVISION OF VICTIM SERVICES \$450.00; DUCKS UNLIMITED, INC \$200,000.00; DUSTBUSTERS, INC \$10,739.26; E.R. OFFICE EXPRESS \$26.52; ENERGY LABORATORIES INC. \$678.00; ETNA TRADE PARK LLC \$4,062.00; EVANS CONSTRUCTION INC \$40,000.00; EVIDENT \$245.48; FIREWISE LANDSCAPES INC \$406.62; FIRST TRANSIT \$55,433.76; FLEETPRIDE \$247.10; FREDERICK LANDSCAPING \$1,796.62; FREEDOM MAILING SERVICE INC. \$1,773.00; FRIENDS OF PATHWAYS \$8,424.00; FRITTS, JASON \$450.00; GE SOFTWARE \$265.00; GILLIG LLC \$3,340.27; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$4,476.45; HORN, JOHN \$342.70; INTERNATIONAL CODE COUNCIL \$145.00; INTERSTATE BATTERY \$1,743.40; INTOXIMETERS INC. \$2,474.50; IVY OUTDOOR SERVICES LLC \$2,970.00; J.P. COOKE CO. \$210.75; JACKSON CURBSIDE INC. \$750.00; JACKSON DOWNTOWNER, LLC \$58,292.69; JACKSON GROUP LOCKBOX \$222.36; JACKSON HOLE CHILDRENS MUSEUM \$5,000.00; JACKSON HOLE LAW, PC \$3,003.50; JACKSON HOLE NEWS & GUIDE \$11,192.94; JACKSON LUMBER INC \$140.41; JACKSON WHOLE FAMILY HEALTH \$530.00; J-B MECHANICAL \$2,034.14; JORGENSEN ASSOCIATES, PC \$4,057.00; KENWORTH SALES COMPANY DEPT #1 \$249.16; KRUEGER, ERICA JADE \$450.00; LENZ, BRIAN \$219.00; LEXISNEXIS MATTHEW BENDER \$87.43; LOCAL GOV'T LIABILITY POOL \$1,000.00; LOWER VALLEY ENERGY INC \$43,876.02; MACY'S SERVICES \$2,420.50; MALWAREBYTES \$9,146.63; MARKMAN, JASON \$1,900.00; MOBILITY FOREFRONT LLC \$35,000.00; NAPA AUTO PARTS INC. \$1,587.58; NELSON ENGINEERING \$19,916.85; NOLAND, STACY \$450.00; ON SIGHT LAND SURVEYORS INC. \$600.00; PALAZZOLO, MICHAEL \$2,408.63; PALOMINO LLC \$3,000.00; PARROT, DAVE \$95.00; PEAK WATER SERVICES, LLC \$21,388.94; PREMIER TRUCK- SALT LAKE CITY - \$637.68; QUICK BROWN FOX LLC \$1,032.50; R & A SAFETY LLC \$2,240.00; RON'S TOWING \$750.00; RUI INC. DBA VILLAGE GARDNER \$181.62; RUSCHILL, RUSSELL \$140.82; RUSH INTERNATIONAL TRUCK CENTER \$6,419.05; SANCHEZ-MACHUCA, ROSA \$450.00; SHERWIN-WILLIAMS CO. \$6.55; SILVER CREEK SUPPLY \$526.01; SILVERSTAR \$869.73; SJOBERG, HANNA \$103.77; SMITH POWER PRODUCTS, INC. \$415.71; SNOW KING HOTEL \$2,107.66; SPRING CREEK ANIMAL HOSPITAL \$1,328.77; STANDARD PLUMBING SUPPLY CO. \$34.27; STAR VALLEY INDEPENDENT \$240.00; STAR VALLEY LAND HOLDINGS LLC \$1,493.69; STONE, KIRK \$2,800.00; STORRUD, JOSHUA \$100.00; STOUT, RICHARD D. \$1,875.00; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; SWAGIT PRODUCTIONS, LLC \$1,775.00; TAYLOR, RILEY \$27.83; TETON COUNTY CLERK \$264,782.33; TETON COUNTY SPECIAL FIRE FUND \$292,456.89; TETON COUNTY TREASURER \$132,485.91; TETON COUNTY-FUND 10 \$75,556.36; TETON COUNTY-FUND 19 \$3,496.00; TETON MOTORS INC \$644.84; TETON MOUNTAIN RANCH \$625.00; TETON TRASH REMOVAL, INC. \$49.00; TEUSCHER, CORY \$100.00; THE CONNOR E FIELD TRUST \$2,575.00; THOMSON WEST \$1,832.76; TRALIAN HOLDINGS, LLC \$3,985.00; TRAPHAGEN, JEROMIE \$605.24; TRC FABRICATION, LLC \$119,388.20; TREFONAS LAW, P.C. \$967.00; UPPER CASE PRINTING INK \$1,246.40; VALLEY OFFICE SYSTEMS \$57.94; VALLEY WEST ENGINEERING, PC \$5,577.50; VASIN, PAVEL \$145.75; VERIZON WIRELESS \$16,806.43; VISTA 360 \$16,632.00; WESTBANK SANITATION \$10.13; WESTERN STATE \$2,152.87; WHITE GLOVE CLEANING, INC. \$12,545.13; WILMA D SORSBY TRUST \$3,000.00; WILSON, JOHN \$2,200.00; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$5,365.00; WY CHILD SUPPORT ENFORCEMENT \$293.52; WYOMING ASSOCIATION OF RURAL WATER SYS \$475.00; WYOMING DEPARTMENT OF ENVIRONMENTAL QUAL \$400.00; WYOMING GARAGE DOOR, LLC \$835.00; WYOMING LAW ENFORCEMENT ACADEMY \$150.00; WYOMING.COM INC \$5.00; YELLOW IRON EXCAVATION, LLC \$1,610.00

- C. **November Municipal Court Report.** To accept the November Municipal Court Report into record.
- D. **P22-271 JH Nordic Temporary Sign.** To approve temporary banner application (P22-271) for JH Nordic Alliance including the three conditions of approval recommended by the Planning Director in this staff report dated December 19, 2022.

- E. **Special Event: New Year's Eve Fireworks Display.** To approve the application made by Snow King Mountain Resort for the annual New Year's Eve fireworks display special event on Saturday, December 31, 2022, subject to the conditions listed in the staff report.
- F. **Disposition of Surplus Office Furniture.** To declare the list of office furniture provided in this staff report, dated December 19, 2022, as surplus and authorize their disposal in accordance with Town policy and the staff report.
- G. **Disposition of Surplus Bluebird Bus Parts.** To declare the list of parts provided in this staff report, dated December 19, 2022, as surplus and authorize their disposal in accordance with Town policy and this staff report.
- H. **Surplus Property at 400 W. Snow King.** To declare the old brown Parks & Rec Shop located at 400 West Snow King Avenue as surplus material and direct staff to advertise the material to the public for relocation and reuse.
- I. **Tree City Application.** To approve the application submittal for the Town's 2023 Tree City USA application to Wyoming State Forestry and Arbor Day Foundation, and to authorize the Mayor to sign the application, subject to minor changes by staff.
- J. **STIO Malt Beverage Permit.** To approve the issuance of a malt beverage permit to STIO for December 23, 2022, subject to the conditions and restrictions listed in the staff report.

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

Legislative Policy Approach. Susan Scarlata made staff comment. Council held discussion with staff. Rick Howe made public comment. A motion was made by Jim Rooks and seconded by Arne Jorgensen to approve the above Legislative Policy Approach & Agenda for engagement with the Wyoming State Legislature, as discussed, and to approve identification of a Legislative Advisor or Strategist and bring back a related contract. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Wilson Boat Ramp Improvements Project. Tyler Sinclair made staff comment. A motion was made by Arne Jorgensen to authorize \$218,500 in FY24 funding for the completion of the Wilson Boat Ramp Improvements project. The motion did not carry for lack of a second.

A motion was made by Jim Rooks and seconded by Jonathan Schechter to authorize \$218,500 in FY23 funding for the completion of the Wilson Boat Ramp Improvements project. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Resort Liquor License CCC's PBI LLC. A motion was made by Jonathan Schechter and seconded by Jim Rooks to continue the application and public hearing for a resort liquor license from CCC's PBI LLC to the January 17, 2023 Regular Council Meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

P22-141: Development Plan at 1050, 1060, and 1080 South Park Loop Rd. Tyler Valentine and Paul Anthony made staff comment. Council held discussion with staff. Brad Wagstaff made comment on behalf of the applicant. Julien Hass, Joe Burk, and Julia Shaw made public comment. A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to continue discussion of Development Plan P22-071 for two 4-story apartment buildings at the properties located at 1050, 1060, and 1080 South Park Loop Road to the January 9, 2023 Special Town Council Meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 8:25pm and reconvened at 8:33pm.

Ordinances. A motion was made by Jessica Sell Chambers 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 E: An Ordinance Regarding Electric Vehicle Supply Equipment.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196 AND 1277 AND SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 6.2.2.F AND 9.5 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING ELECTRIC VEHICLE SUPPLY EQUIPMENT 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 Jessica Sell Chambers to approve Ordinance E on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance F: An Ordinance Regarding Neighborhood Low Density-5 (NL-5)

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:

A motion was made by Jessica Sell Chambers and seconded by Arne Jorgensen to approve Ordinance F 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 property tax refunds, agenda and packet publishing, a potential visit to Jackson’s Sister City, youth advisors, and Mountain Town 2030. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to direct the Town Manager or their designee to draft a brief Scoping Staff Report about hosting Mountain Towns 2030 in year 2023 to be added to an agenda within 45 days. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Town Manager’s Report. Tyler Sinclair made staff comment. Council held discussion with staff. The report contained an update on the 2023 meeting schedule, anti-vehicle barrier funding, State Loan and Investment Board fund reallocation, cyber security upgrade, and Design Review Committee feedback. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers 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 Jessica Sell Chambers and seconded by Jonathan Schechter to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 9:07 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	803240	HAMMERDRILL KIT	10/27/2022	299.99	.00	
51	ACE HARDWARE	803422	BOLTS	10/28/2022	15.60	.00	
51	ACE HARDWARE	803842	FUNNEL	11/01/2022	6.99	.00	
51	ACE HARDWARE	808059	RENSION	12/04/2022	1.49	.00	
51	ACE HARDWARE	808104	BOLTS	12/05/2022	48.90	.00	
51	ACE HARDWARE	808265	PARTS	12/06/2022	22.34	.00	
51	ACE HARDWARE	808445	BATTERY AND BIT SET	12/07/2022	29.98	.00	
51	ACE HARDWARE	808460	Drain cleaner	12/07/2022	7.99	.00	
51	ACE HARDWARE	808462	SPRAY TEXTURE	12/07/2022	43.98	.00	
51	ACE HARDWARE	808466	TAPE	12/07/2022	7.49	.00	
51	ACE HARDWARE	808583	BOLTS	12/08/2022	2.70	.00	
51	ACE HARDWARE	808633	DRAIN CLEANER	12/08/2022	7.49	.00	
51	ACE HARDWARE	808801	PAINT	12/09/2022	50.99	.00	
51	ACE HARDWARE	808834	SPRAYER	12/10/2022	89.99	.00	
51	ACE HARDWARE	809239	BATTERY	12/14/2022	12.99	.00	
51	ACE HARDWARE	809247	ICE MELT	12/14/2022	39.99	.00	
51	ACE HARDWARE	809355	REGULATOR	12/14/2022	25.48	.00	
51	ACE HARDWARE	809358	FITTING	12/14/2022	7.49	.00	
51	ACE HARDWARE	809504	CREDIT	12/15/2022	7.49	.00	
51	ACE HARDWARE	809505	SHOVEL	12/15/2022	68.97	.00	
51	ACE HARDWARE	809511	TORCH KIT	12/15/2022	59.99	.00	
51	ACE HARDWARE	809597	VLV BALL	12/16/2022	33.98	.00	
51	ACE HARDWARE	810273	CHAIR LEG	12/22/2022	7.69	.00	
51	ACE HARDWARE	810292	PVC CONNECTOR	12/22/2022	7.99	.00	
Total 51:					893.00	.00	
88	AIRGAS INTERMOUNTAIN INC.	9993317530	SMALL ARGON	11/30/2022	44.26	.00	
Total 88:					44.26	.00	
6686	Allegiance Benefit Plan Manage, I	113022	CLAIMS	11/30/2022	18,597.03	18,597.03	12/20/2022
6686	Allegiance Benefit Plan Manage, I	120122	MONTHLY PREMIUM	12/01/2022	61,276.22	61,276.22	12/20/2022
6686	Allegiance Benefit Plan Manage, I	120822	CLAIMS	12/08/2022	39,250.84	39,250.84	12/20/2022
6686	Allegiance Benefit Plan Manage, I	121522	CLAIMS	12/15/2022	10,409.26	10,409.26	12/20/2022
6686	Allegiance Benefit Plan Manage, I	121922	claims 12.19.22	12/19/2022	26,245.98	26,245.98	12/30/2022
6686	Allegiance Benefit Plan Manage, I	122722	claims 12.27.22	12/27/2022	33,658.96	33,658.96	12/30/2022
Total 6686:					189,438.29	189,438.29	
6524	ALPHAGRAPHS	JX-269642	SPET LOGO	09/23/2022	731.55	.00	
6524	ALPHAGRAPHS	JX-277413	SPET LOGO	10/14/2022	132.50	.00	
6524	ALPHAGRAPHS	JX-279611	NEW RUGS	10/25/2022	677.32	.00	
6524	ALPHAGRAPHS	JX-280924	SPET LOGO SIGNAGE	10/21/2022	132.50	.00	
6524	ALPHAGRAPHS	JX-287121	BUS SIGNAGE	11/29/2022	340.49	.00	
6524	ALPHAGRAPHS	JX-288657	PLAQUE	12/22/2022	20.00	.00	
Total 6524:					2,034.36	.00	
5726	AMAZON	111-3147828-1	OUTDOOR LIGHT	11/22/2022	129.99	.00	
5726	AMAZON	13QP-3WJC-1	BLUETOOTH	12/12/2022	169.99	.00	
5726	AMAZON	14RL-VWMP-M	CHAIR CASTERS	12/16/2022	76.85	.00	
5726	AMAZON	1CXY-9M39-N	OFFICE SUPPLIES	12/11/2022	96.88	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	1FRJ-9C6K-K1	MOUSE PADS	12/16/2022	129.21	.00	
5726	AMAZON	1H9R-6G67-3L	PLUG IN TIMER	12/13/2022	74.03	.00	
5726	AMAZON	1HK9-3RPY-9X	KEYBOARDS	12/25/2022	70.06	.00	
5726	AMAZON	1J13-L9NG-P6	RATCHET CRIMPER	12/27/2022	37.99	.00	
5726	AMAZON	1JM9-RYYL-M	WALL CHARGER	12/16/2022	262.45	.00	
5726	AMAZON	1K7G-YR6J-W	PENS	12/12/2022	68.74	.00	
5726	AMAZON	1RG3-K9D1-H	IMPACT WRENCH SET	12/20/2022	698.83	.00	
5726	AMAZON	748021639462	SIMPLE STORAGE	01/03/2023	5.10	.00	
Total 5726:					1,820.12	.00	
4389	APPLE INC	AK33574726	ipad pro	12/21/2022	2,228.00	.00	
Total 4389:					2,228.00	.00	
3487	ARCHITECTURAL BUILDING SU	71404542	SNOW KING DOOR HARDWARE	12/12/2022	14,039.04	.00	
Total 3487:					14,039.04	.00	
7027	ARISTORENAS, MARIA	121922	EQUITY TASK FORCE	12/19/2022	450.00	.00	
Total 7027:					450.00	.00	
7015	ARROWHEAD SCIENTIFIC, INC	153059	MAGNUM HEAD	11/01/2022	1,013.65	.00	
Total 7015:					1,013.65	.00	
1783	AT&T	287259163099	charges for account 28725916309	12/08/2022	1,592.60	.00	
1783	AT&T	287272169264	MONTHLY ACCOUNT 287272169	12/12/2022	43.23	.00	
1783	AT&T	287279795460	MONTHLY ACCOUNT 287279795	12/22/2022	251.88	.00	
Total 1783:					1,887.71	.00	
7028	BADILLO, MARCELA	121922	EQUITY TASK FORCE	12/19/2022	450.00	.00	
Total 7028:					450.00	.00	
7170	BADURA, KYLE	121622	BOOTS	12/16/2022	100.00	.00	
Total 7170:					100.00	.00	
7099	BAKER TILLY US, LLP	BT2259453	COMP STUDY	11/30/2022	13,770.00	.00	
Total 7099:					13,770.00	.00	
7033	BERGMAN, PIERRE	121922	EQUITY TASK FORCE	12/19/2022	450.00	.00	
Total 7033:					450.00	.00	
4774	BIG R RANCH & HOME	1537087	ROPE	11/24/2021	28.47	.00	
4774	BIG R RANCH & HOME	1566755	ELBOW	06/29/2022	15.48	.00	
4774	BIG R RANCH & HOME	195457	GALV NIPPLE	12/14/2022	2.49	.00	
Total 4774:					46.44	.00	
7154	BOREMAN, BRAD	121622	WINTER JACKET	12/16/2022	159.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7154:					159.99	.00	
6727	BRIGGS, ERIC L	19193	TOOLS	12/22/2022	128.90	.00	
6727	BRIGGS, ERIC L	19197	TOOL	12/22/2022	18.05	.00	
Total 6727:					146.95	.00	
5	CARQUEST AUTO PARTS INC.	6090-595784	CLOSE NIPPLE	12/16/2022	16.74	.00	
Total 5:					16.74	.00	
544	CENTURYLINK	307-111-5050 1	307-111-5050 246m	12/07/2022	2,188.09	.00	
544	CENTURYLINK	307-733-3106	307-733-3106 742B	12/13/2022	46.70	.00	
544	CENTURYLINK	621026434	Monthly bill for account 75912352	12/20/2022	131.90	.00	
Total 544:					2,366.69	.00	
6799	CHAMBERS, JESSICA	122622	HOTEL CAST MEETING	12/26/2022	1,415.54	.00	
Total 6799:					1,415.54	.00	
514	CONRAD & BISCHOFF INC.	IN-215581-22	DIESEL	12/13/2022	8,104.56	.00	
Total 514:					8,104.56	.00	
3001	CREATIVE ENERGIES, LLC	8212	wwTP TS	12/14/2022	2,051.91	.00	
Total 3001:					2,051.91	.00	
7030	DAY, JEAN	121922	EQUITY TASK FORCE	12/19/2022	450.00	.00	
Total 7030:					450.00	.00	
708	DELTA DENTAL PLAN OF WYOM	122022	december premium	12/20/2022	696.80	696.80	12/22/2022
708	DELTA DENTAL PLAN OF WYOM	122022	CLAIMS	12/20/2022	11,125.20	11,125.20	12/22/2022
Total 708:					11,822.00	11,822.00	
4415	DEPATCO INC.	100722	PAY APP #3 SIDEWALTS	10/07/2022	19,629.69	.00	
4415	DEPATCO INC.	100722B	PAY APP #2 SIDEWALTS	10/07/2022	1,189.80	.00	
Total 4415:					20,819.49	.00	
7037	DICK ANDERSON CONSTRUCTI	123022	PAY APP#4 CORE BUILDING	12/30/2022	737,884.02	.00	
Total 7037:					737,884.02	.00	
6883	DIVISION OF CHILD SUPPORT	122922	DCSE CASE #0005405448	12/29/2022	509.23	509.23	12/29/2022
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	010323	Crime Victim SurchAGE	01/03/2023	300.00	.00	
Total 2175:					300.00	.00	
7167	DOVER DRILLING	121922	PAY APP #1 THAW WELL #4	12/19/2022	193,101.65	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7167:					193,101.65	.00	
2798	DPC INDUSTRIES, INC.	727000097-22	chlorine	09/29/2022	4,918.25	.00	
Total 2798:					4,918.25	.00	
3408	E.R. OFFICE EXPRESS	20468	TAX FORMS	12/19/2022	467.22	.00	
3408	E.R. OFFICE EXPRESS	20498	Office Supplies	12/28/2022	126.30	.00	
Total 3408:					593.52	.00	
502	ELECTRICAL WHSLE SUPPLY C	S5439668.001	T-STAT	12/01/2022	48.00	.00	
Total 502:					48.00	.00	
1134	ENERGY LABORATORIES INC.	523688	INFLUENT AND EFFLUENT	12/15/2022	169.00	.00	
1134	ENERGY LABORATORIES INC.	52493	INFLUENT AND EFFLUENT	12/22/2022	437.00	.00	
1134	ENERGY LABORATORIES INC.	526727	INFLUENT AND EFFLUENT	12/30/2022	189.00	.00	
1134	ENERGY LABORATORIES INC.	526732	WELL #2	12/30/2022	243.00	.00	
1134	ENERGY LABORATORIES INC.	526754	C22120607	12/30/2022	67.00	.00	
Total 1134:					1,105.00	.00	
81	EVANS CONSTRUCTION INC	102822	PAY APP #4 EAST PEARL SIDE	10/28/2022	2,855.50	.00	
81	EVANS CONSTRUCTION INC	102822	PAY APP #4 EAST PEARL SIDE	10/28/2022	115,246.26	.00	
81	EVANS CONSTRUCTION INC	102822	PAY APP #4 EAST PEARL SIDE	10/28/2022	14,638.00	.00	
81	EVANS CONSTRUCTION INC	102822	PAY APP #4 EAST PEARL SIDE	10/28/2022	166,089.66	.00	
81	EVANS CONSTRUCTION INC	122122C	PAY APP #1 CHIP SEAL	12/21/2022	210,190.35	.00	
81	EVANS CONSTRUCTION INC	122822	PAY APP #1 MILLWARD WATER	12/28/2022	153,901.44	.00	
81	EVANS CONSTRUCTION INC	122822V	PAY APP #2 SOUTH PARK	12/28/2022	5,860.95	.00	
81	EVANS CONSTRUCTION INC	229941	CONCRETE	11/29/2022	56,297.02	.00	
81	EVANS CONSTRUCTION INC	230130	CORE FACILITY CONCRETE	12/16/2022	44,004.00	.00	
Total 81:					769,083.18	.00	
6802	FALL RIVER PROPANE	10114	PROPANE	12/15/2022	463.24	.00	
6802	FALL RIVER PROPANE	10115	PROPANE	12/15/2022	878.75	.00	
6802	FALL RIVER PROPANE	10116	PROPANE	12/15/2022	1,850.00	.00	
Total 6802:					3,191.99	.00	
7168	FALL RIVER RURAL ELECTIC	010323	DECEMBER ELECTRIC	01/03/2023	96.04	.00	
Total 7168:					96.04	.00	
6544	FENNERN, ROBERT	122222	DOT PHYSICAL	12/22/2022	110.00	.00	
Total 6544:					110.00	.00	
4709	FLEETPRIDE	104510394	PARTS	12/20/2022	432.55	.00	
Total 4709:					432.55	.00	
7171	FREE, MARVIN	122222	DOT PHYSICAL	12/22/2022	155.00	.00	
Total 7171:					155.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7034	FRITTS, JASON	121922	EQUITY TASK FORCE	12/19/2022	450.00	.00	
	Total 7034:				450.00	.00	
6126	GARMIN USA	DL26937685	SERVICES	12/27/2022	2.00	.00	
	Total 6126:				2.00	.00	
7104	GEDDES, GLENN	122022	BOOTS	12/20/2022	100.00	.00	
	Total 7104:				100.00	.00	
324	GFOA	14307	CAFR 2022	12/31/2022	460.00	.00	
	Total 324:				460.00	.00	
4212	GILLIG LLC	40986042	LAMP ASM	12/12/2022	266.80	.00	
4212	GILLIG LLC	40986584	DEF HEAD	12/13/2022	627.03	.00	
4212	GILLIG LLC	40988643	GLAZING WINDOW	12/19/2022	855.04	.00	
4212	GILLIG LLC	40989125	MODULE	12/20/2022	1,740.60	.00	
4212	GILLIG LLC	40989948	NOZZLE	12/22/2022	86.46	.00	
	Total 4212:				3,575.93	.00	
4271	GRAND TARGHEE RESORT	010322	REIMBURSE DECEMBER 21	01/03/2022	17,641.00	.00	
4271	GRAND TARGHEE RESORT	010322	REIMBURSE MARCH 22	01/03/2022	11,681.00	.00	
4271	GRAND TARGHEE RESORT	010322	REIMBURSE APRIL 22	01/03/2022	4,371.00	.00	
4271	GRAND TARGHEE RESORT	010322	REIMBURSE	01/03/2022	7,430.00	.00	
4271	GRAND TARGHEE RESORT	010322	REIMBURSE JUNE 22	01/03/2022	13,308.00	.00	
4271	GRAND TARGHEE RESORT	010322	REIMBURSE NOVEMBER 21	01/03/2022	5,641.00	.00	
4271	GRAND TARGHEE RESORT	010322	REIMBURSE APRIL 22	01/03/2022	4,371.00	.00	
4271	GRAND TARGHEE RESORT	010322	REIMBURSE FEBRUARY 22	01/03/2022	10,828.00	.00	
4271	GRAND TARGHEE RESORT	010322	REIMBURSE JANUARY 22	01/03/2022	16,248.00	.00	
	Total 4271:				91,519.00	.00	
7169	HAWLEY, FLAVIANNA	121622	TRAVEL EXPENSES	12/16/2022	177.00	.00	
7169	HAWLEY, FLAVIANNA	121622C	DOT PHYSICAL	12/16/2022	155.00	.00	
	Total 7169:				332.00	.00	
4988	HD FOWLER COMPANY	I6285841	SADDLE WITH STAINLESS	12/13/2022	1,502.58	.00	
	Total 4988:				1,502.58	.00	
6893	HEALTHIEST YOU	202212643495	DECEMBER PREMIUM	12/01/2022	1,393.20	1,393.20	12/22/2022
	Total 6893:				1,393.20	1,393.20	
7031	HERNANDEZ, BRANDON	121922	EQUITY TASK FORCE	12/19/2022	450.00	.00	
	Total 7031:				450.00	.00	
96	HIGH COUNTRY LINEN	0341073	MATS @ SHELTER	09/28/2022	79.09	.00	
96	HIGH COUNTRY LINEN	0347626	MATS @ START	11/09/2022	221.96	.00	
96	HIGH COUNTRY LINEN	0349510	SHOP TOWELS	11/23/2022	91.56	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 96:					392.61	.00	
7166	HOFFMAN, DARREL AND SUE	122022	REFUND WATER/SEWER FOR 1	12/20/2022	148.40	.00	
Total 7166:					148.40	.00	
5845	Hoke & Co. LLC	122022	refund water and sewer 1412580.	12/20/2022	1,326.12	.00	
Total 5845:					1,326.12	.00	
4044	IDAHO FALLS PETERBILT	622997	ADJUSTER	12/19/2022	2,353.28	.00	
4044	IDAHO FALLS PETERBILT	CM22997	Credit	12/23/2022	2,118.00-	.00	
Total 4044:					235.28	.00	
106	INTERSTATE BATTERY	22255519	BATTERIES	12/13/2022	916.74	.00	
Total 106:					916.74	.00	
110	INTERWEST SUPPLY COMPANY	IN0101779	JOMA	12/22/2022	2,665.80	.00	
Total 110:					2,665.80	.00	
6954	IVY OUTDOOR SERVICES LLC	0000026	NOVEMBER TRASH ROUTE	12/13/2022	4,785.75	.00	
Total 6954:					4,785.75	.00	
2	JACKSON CURBSIDE INC.	00030554	DOWNTOWN RECYCLING	12/10/2022	1,090.00	.00	
2	JACKSON CURBSIDE INC.	00030564	RECYCLING @ SI-FERRIN	12/10/2022	225.00	.00	
Total 2:					1,315.00	.00	
6931	JACKSON DOWTOWNER, LLC	1016	NOVEMBER 2022	12/15/2022	77,543.75	.00	
Total 6931:					77,543.75	.00	
6474	JACKSON HOLE LAW, PC	1775	LEGAL SERVICES	12/31/2022	3,005.50	.00	
Total 6474:					3,005.50	.00	
131	JACKSON HOLE NEWS & GUID	348048	AD#412896	12/14/2022	410.40	.00	
131	JACKSON HOLE NEWS & GUID	348049	AD#412895	12/14/2022	547.20	.00	
131	JACKSON HOLE NEWS & GUID	348050	AD#412894	12/14/2022	547.20	.00	
Total 131:					1,504.80	.00	
6545	JACKSON HOLE PUBLIC ART	121222	SNOW KING CHAIR INSTALLATI	12/12/2022	45,000.00	.00	
Total 6545:					45,000.00	.00	
239	JH20 WATER CONDITIONING &	1221116225	water @ WWTP	11/15/2022	89.50	.00	
Total 239:					89.50	.00	
3661	JOHNSON, ROBERTS & ASSOCI	147874	PHQ REPORT	02/21/2022	17.50	.00	
3661	JOHNSON, ROBERTS & ASSOCI	149048	PHQ REPORT	08/03/2022	17.50	.00	
3661	JOHNSON, ROBERTS & ASSOCI	149268	PHQ REPORT	09/01/2022	35.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3661	JOHNSON, ROBERTS & ASSOCI	149495	PHQ REPORTs	10/04/2022	17.50	.00	
	Total 3661:				87.50	.00	
7118	JONES SIMKINS	52193	AUDIT FY 22	11/30/2022	16,065.00	.00	
	Total 7118:				16,065.00	.00	
139	JORGENSEN ASSOCIATES, PC	122822	CORE FACILITYs PAY APP#4	12/28/2022	44,614.73	.00	
139	JORGENSEN ASSOCIATES, PC	122822	START OFFICE REMODEL	12/28/2022	1,000.00	.00	
139	JORGENSEN ASSOCIATES, PC	50419	20402 BUDGE DRIVE	12/16/2022	1,000.00	.00	
139	JORGENSEN ASSOCIATES, PC	50448	PROJECT 22141	12/22/2022	550.00	.00	
	Total 139:				47,164.73	.00	
5965	KIMLEY HORN	196538000-112	PARKING STUDY	11/30/2022	7,654.11	.00	
	Total 5965:				7,654.11	.00	
7029	KRUEGER, ERICA JADE	121922	EQUITY TASK FORCE	12/19/2022	450.00	.00	
	Total 7029:				450.00	.00	
6807	LANGUAGE TESTING INTERNA	L63827-IN	TESTING	12/08/2022	239.50	.00	
6807	LANGUAGE TESTING INTERNA	L64266-IN	TESTING	12/22/2022	177.00	.00	
	Total 6807:				416.50	.00	
5914	LENZ, BRIAN	122222	WYOMING PE RENEWAL	12/22/2022	90.00	.00	
	Total 5914:				90.00	.00	
5691	LEPCO	50797	CRANULAR BASE	12/19/2022	374.00	.00	
	Total 5691:				374.00	.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE013452	BAS ORIENTATION	11/30/2022	1,560.00	.00	
	Total 4380:				1,560.00	.00	
677	MACY'S SERVICES	37057	PUMP TRUCK	11/30/2022	2,387.50	.00	
	Total 677:				2,387.50	.00	
4880	MHL SYSTEMS	22-16029	WING BLADE	12/01/2022	3,926.13	.00	
4880	MHL SYSTEMS	22-16030	KENKE F-15 V-PLOW	12/01/2022	3,841.32	.00	
	Total 4880:				7,767.45	.00	
3841	MIKE'S OILFIELD SERVICES IN	26046	CLEAN STORM DRAINS	10/05/2022	11,180.00	.00	
	Total 3841:				11,180.00	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0158	MONTHLY RENT	01/01/2023	35,000.00	.00	
	Total 6770:				35,000.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	5852837001	MISC PARTS	12/08/2022	302.13	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4623	MSC INDUSTRIAL SUPPLY CO	5852838001	MISC PARTS	12/08/2022	462.11	.00	
Total 4623:					764.24	.00	
257	NAPA AUTO PARTS INC.	105335	IND JACK	11/15/2022	112.29	.00	
257	NAPA AUTO PARTS INC.	109123	WRENCH	12/05/2022	26.99	.00	
257	NAPA AUTO PARTS INC.	110496	cANISTER VALVE	12/12/2022	34.19	.00	
257	NAPA AUTO PARTS INC.	110676	BLADES	12/12/2022	339.72	.00	
257	NAPA AUTO PARTS INC.	110734	AIR FILTER	12/12/2022	17.79	.00	
257	NAPA AUTO PARTS INC.	110824	FUSE	12/13/2022	2.89	.00	
257	NAPA AUTO PARTS INC.	111324	FILTER	12/15/2022	17.77	.00	
257	NAPA AUTO PARTS INC.	111726	IAMP	12/17/2022	50.89	.00	
257	NAPA AUTO PARTS INC.	112000	cLEANER	12/19/2022	23.99	.00	
257	NAPA AUTO PARTS INC.	112507	GLOVES AND FILTER	12/21/2022	123.96	.00	
257	NAPA AUTO PARTS INC.	112993	LINE HOSE	12/23/2022	98.39	.00	
257	NAPA AUTO PARTS INC.	1192955	WINDSHIELD WIPERS	12/23/2022	37.90	.00	
Total 257:					662.19	.00	
187	NELSON ENGINEERING	60363	22-215 RANCHER STREET	11/30/2022	600.35	.00	
Total 187:					600.35	.00	
6213	New West Building Company Inc.	122322	Partial release bond b20-0154 65	12/23/2022	56,302.00	56,302.00	12/23/2022
Total 6213:					56,302.00	56,302.00	
7035	NOLAND, STACY	121922	EQUITY TASK FORCE	12/19/2022	450.00	.00	
Total 7035:					450.00	.00	
7070	PEAK WATER SERVICES, LLC	INVPWS953	REBUILD PARTS	12/29/2022	5,790.16	.00	
Total 7070:					5,790.16	.00	
5972	PEERY, JEREMIAH	122722	BOOTS	12/27/2022	100.00	.00	
Total 5972:					100.00	.00	
5026	PELLETIER, CARL	122322	REIMBURSE	12/23/2022	50.00	.00	
5026	PELLETIER, CARL	122822	TUITION REIMBURSE	12/28/2022	978.13	.00	
Total 5026:					1,028.13	.00	
7052	PITTS, JASON	122222	DOT PHYSICAL	12/22/2022	155.00	.00	
Total 7052:					155.00	.00	
6483	PREMIER TRUCK- SALT LAKE C	775452826	TURBO KIT	12/08/2022	1,737.87	.00	
6483	PREMIER TRUCK- SALT LAKE C	775453840	CRANK CASE	12/12/2022	962.59	.00	
6483	PREMIER TRUCK- SALT LAKE C	775453895	TURBO KIT	12/12/2022	4,133.76	.00	
6483	PREMIER TRUCK- SALT LAKE C	775454756	DIESEL EMI	12/15/2022	211.76	.00	
6483	PREMIER TRUCK- SALT LAKE C	775454992	injector	12/15/2022	512.29	.00	
6483	PREMIER TRUCK- SALT LAKE C	775455341	PUMP	12/16/2022	1,365.81	.00	
6483	PREMIER TRUCK- SALT LAKE C	775455799	ACTUATOR	12/19/2022	299.31	.00	
6483	PREMIER TRUCK- SALT LAKE C	775456842	GASKETS	12/21/2022	52.66	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775430441	CREDIT	12/19/2022	853.89	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775452826	CORE RETURN	12/19/2022	332.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6483	PREMIER TRUCK- SALT LAKE C	CM775453895	CORE RETURN	12/19/2022	831.25-	.00	
Total 6483:					7,258.41	.00	
6594	PROTERRA	1051650	CHARGE PORT KIT	12/06/2022	220.00	.00	
6594	PROTERRA	1051749	BRAKE CHAMBER	12/08/2022	812.90	.00	
6594	PROTERRA	1051761	SPARK GENERATOR	12/08/2022	441.06	.00	
6594	PROTERRA	1051839	GASKET	12/12/2022	924.22	.00	
Total 6594:					2,398.18	.00	
6649	QUADIENT LEASING USA, INC.	N9726457	POSTAGE MACHINE LEASE	12/22/2022	468.69	.00	
Total 6649:					468.69	.00	
6019	ROBERTS, CAREY	6405	LABELS	12/16/2022	49.00	.00	
Total 6019:					49.00	.00	
4723	RON'S TOWING	22-24866	TOW	01/20/2022	525.00	.00	
Total 4723:					525.00	.00	
2850	RT1 INC	010323	SHIPPING IT	01/03/2023	22.71	.00	
2850	RT1 INC	121922	ship monthly samples	12/19/2022	106.57	.00	
2850	RT1 INC	122822	SHIPPING CHARGES	12/28/2022	106.57	.00	
2850	RT1 INC	122822W	ship monthly samples	12/28/2022	113.20	.00	
Total 2850:					349.05	.00	
5812	RUI INC. DBA VILLAGE GARDN	1325168	FALL CLEAN	11/30/2022	117.82	.00	
Total 5812:					117.82	.00	
7032	SANCHEZ-MACHUCA, ROSA	121922	EQUITY TASK FORCE	12/19/2022	450.00	.00	
Total 7032:					450.00	.00	
4720	SILVERSTAR	54639 0123	MONTHLY SERVICES	01/01/2023	2,696.10	.00	
4720	SILVERSTAR	654791 0123	MONTHLY SERVICES	01/01/2023	869.73	.00	
Total 4720:					3,565.83	.00	
7106	SMITH PSYCHOLOGICAL SERVI	4245	EVALUATION	12/01/2022	400.00	.00	
Total 7106:					400.00	.00	
6972	SMITH, SHANE	122022	BOOTS	12/20/2022	100.00	.00	
Total 6972:					100.00	.00	
5632	SNAKE RIVER MEP COMPLETE,	5444	OFFICE FURNACE WWTP	12/19/2022	1,572.52	.00	
Total 5632:					1,572.52	.00	
4699	SNAKE RIVER ROASTING	617076	COFFEE	12/13/2022	113.90	.00	
4699	SNAKE RIVER ROASTING	617085	COFFEE	12/13/2022	108.90	.00	
4699	SNAKE RIVER ROASTING	617156	COFFEE	12/15/2022	113.90	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4699	SNAKE RIVER ROASTING	617193	COFFEE	12/20/2022	94.00	.00	
Total 4699:					430.70	.00	
7050	SOSA'S JANITORIAL SERVICE	122922	CLEANING TOWN HALL DECEM	12/29/2022	5,760.00	.00	
Total 7050:					5,760.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	533460222284	ANIMAL CARE	12/19/2022	127.49	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334602848	ANIMAL CARE	12/19/2022	96.18	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334602850	ANIMAL CARE	12/19/2022	91.99	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334602852	ANIMAL CARE	12/19/2022	104.70	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334602853	ANIMAL CARE	12/19/2022	65.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625990283	ANIMAL CARE	01/04/2022	27.80	.00	
1505	SPRING CREEK ANIMAL HOSPI	62599981	ANIMAL CARE	12/23/2022	125.00	.00	
Total 1505:					638.16	.00	
241	ST JOHN'S HOSPITAL	50000693	case blood draws	11/26/2022	130.00	.00	
Total 241:					130.00	.00	
6871	STANDARD INSURANCE COMP	120122	LIFE, STD & LTD	12/01/2022	4,689.63	4,689.63	12/22/2022
6871	STANDARD INSURANCE COMP	120122	VOLUNTARY POLICES	12/01/2022	2,054.59	2,054.59	12/22/2022
6871	STANDARD INSURANCE COMP	120122	VOLUNTARY LIFE INSURANCE	12/01/2022	1,009.75	1,009.75	12/22/2022
Total 6871:					7,753.97	7,753.97	
3989	STINKY PRINTS, INC	68679	SiGNAGE	10/13/2022	109.48	.00	
Total 3989:					109.48	.00	
245	SUBURBAN PROPANE	1438-051251 1	TANK RENTAL	12/14/2022	53.00	.00	
Total 245:					53.00	.00	
4990	Swagit Productions, LLC	SW-01469SI	MANAGED SERVICES	12/31/2022	1,775.00	.00	
Total 4990:					1,775.00	.00	
581	TETON COUNTY INTEGRATED	8013	MEMBER DUES	12/27/2022	50.00	.00	
Total 581:					50.00	.00	
55	TETON COUNTY SHERIFF'S-JAI	635	NOVEMBER INMATES	12/06/2022	504.00	.00	
Total 55:					504.00	.00	
996	TETON COUNTY SPECIAL FIRE	122722D	DECEMBER 2022	12/27/2022	18,870.34	.00	
Total 996:					18,870.34	.00	
614	TETON COUNTY TREASURER	OJ-001257 202	915 SIMON	09/23/2022	3,013.41	3,013.41	12/19/2022
Total 614:					3,013.41	3,013.41	
1614	TETON COUNTY-FUND 10	122722D	DECEMBER 2022 DISPATCH	12/27/2022	45,458.57	.00	
1614	TETON COUNTY-FUND 10	122722EM	DECEMBER 2022 EMERGENCY	12/27/2022	9,037.36	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1614	TETON COUNTY-FUND 10	122722P	DECEMBER 2022 PLANNING	12/27/2022	11,466.30	.00	
1614	TETON COUNTY-FUND 10	122722PATH	DECEMBER 2022 PATHWAYS	12/27/2022	6,014.74	.00	
Total 1614:					71,976.97	.00	
166	TETON COUNTY-FUND 19	122722C	DECEMBER 2022 CAPITAL	12/27/2022	41,248.34	.00	
Total 166:					41,248.34	.00	
268	TETON MOTORS INC	5104629	SENSOR	12/12/2022	59.92	.00	
268	TETON MOTORS INC	5104641	VENT	12/13/2022	69.96	.00	
268	TETON MOTORS INC	5104692	SL N cAP	12/16/2022	18.60	.00	
268	TETON MOTORS INC	5104735	CONNECTOR	12/20/2022	48.67	.00	
268	TETON MOTORS INC	5104750	HUB	12/21/2022	271.49	.00	
268	TETON MOTORS INC	5104757	CAP	12/22/2022	6.42	.00	
268	TETON MOTORS INC	6162994/1	WHEEL ALIGNMENT	12/14/2022	159.95	.00	
Total 268:					635.01	.00	
6810	THE TIRE RACK, INC.	KC02680	TIRES	12/09/2022	634.48	.00	
Total 6810:					634.48	.00	
6363	TMSC LLC	2022-006-6	SK HOUSING	12/12/2022	600.00	.00	
6363	TMSC LLC	2022-006-6	GEN	12/12/2022	1,290.00	.00	
6363	TMSC LLC	2022-006-6	SKEC	12/12/2022	636.00	.00	
6363	TMSC LLC	2022-006-7	GEN	12/26/2022	1,156.80	.00	
6363	TMSC LLC	2022-006-7	155 E PEARL	12/26/2022	1,332.00	.00	
Total 6363:					5,014.80	.00	
7162	TRC FABRICATION, LLC	4905	STEEL MATERIALS	12/19/2022	96,950.16	.00	
Total 7162:					96,950.16	.00	
6962	TRIHYDRO CORPORATION	0184186	WWTP TECH REVIEW	12/23/2022	6,899.00	.00	
Total 6962:					6,899.00	.00	
706	USA BLUE BOOK	081964	FOG NOZZLE	08/17/2022	888.31	.00	
Total 706:					888.31	.00	
3881	VALLEY OFFICE SYSTEMS	AR1123807	COLOR PRINTER	11/30/2022	655.00	.00	
3881	VALLEY OFFICE SYSTEMS	AR1131319	COPIER CONTRACT	12/22/2022	530.67	.00	
3881	VALLEY OFFICE SYSTEMS	AR1132208	COLOR COPIER	12/27/2022	68.14	.00	
Total 3881:					1,253.81	.00	
7165	VERMA, SACHIN	121622	BAIL REFUND 22-09-0046	12/16/2022	2,500.00	2,500.00	12/16/2022
Total 7165:					2,500.00	2,500.00	
6319	VIRGINIAN VILLAGE CONDO H	825	DUES 1 QUARTER	01/01/2023	540.00	.00	
6319	VIRGINIAN VILLAGE CONDO H	825	DUES 1 QUARTER	01/01/2023	540.00	.00	
Total 6319:					1,080.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5022	VISION SERVICE PLAN - (WY)	816516361	DECEMBER PREMIUM	11/17/2022	1,753.51	1,753.51	12/22/2022
Total 5022:					1,753.51	1,753.51	
1640	WESTERN STATE	IN002249570	CUTTING EDGE	12/22/2022	2,516.98	.00	
1640	WESTERN STATE	IN002254030	ET SUBSCRIPTION	12/29/2022	2,000.00	.00	
Total 1640:					4,516.98	.00	
3619	WY CHILD SUPPORT ENFORCE	122922	case #209790	12/29/2022	146.76	146.76	12/29/2022
Total 3619:					146.76	146.76	
575	WYOMING ASSOC OF RURAL W	18172	MINI CONFERENCE REGISTRA	12/06/2022	219.00	.00	
Total 575:					219.00	.00	
4198	WYOMING FIRST AID & SAFETY	80002096	VEHICLE KITS AND EYE WASH	12/12/2022	1,338.78	.00	
4198	WYOMING FIRST AID & SAFETY	80002138	first aid kit resupply	12/15/2022	149.53	.00	
4198	WYOMING FIRST AID & SAFETY	80002139	first aid kit resupply	12/15/2022	115.51	.00	
Total 4198:					1,603.82	.00	
406	WYOMING LAW ENFORCEMEN	010323	STATE STATUTE CASES 46	01/03/2023	230.00	.00	
Total 406:					230.00	.00	
6824	WYOMING WATER RIGHTS CO	5300	CACHE CREEK DITCH	12/01/2022	231.25	.00	
Total 6824:					231.25	.00	
5539	Y2 CONSULTANTS, LLC	19205	20216-CVL-CSD02	07/20/2022	6,235.25	.00	
Total 5539:					6,235.25	.00	
Grand Totals:					2,722,670.00	274,632.37	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	January 9, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-272: TEMPORARY SIGN PERMIT Slow Food in the Tetons - Winter People's Market	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.

Slow Food in the Tetons has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise the Winter People's Market (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - January 15, 2023 – January 21, 2023
 - February 11, 2023 – February 18, 2023
 - March 12, 2023 – March 18, 2023
 - April 9, 2023 – April 15, 2023

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:
 - January 15, 2023 – January 21, 2023
 - February 11, 2023 – February 18, 2023
 - March 12, 2023 – March 18, 2023
 - April 9, 2023 – April 15, 2023

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 (P22-272) for Slow Food in the Tetons including the three conditions of approval recommended by the Planning Director in this staff report dated January 9, 2023.

Location: 105 Buffalo Way (Albertson's)

Banner Design: 8' x 10'

Material: Vinyl

SLOW FOOD
— IN THE TETONS —

WINTER  **PEOPLE'S**
MARKET
SATURDAY
— 1-4PM —

CENTER
FOR THE ARTS
240 S GLENWOOD



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: Winter People's Market Physical Address of Event: 80 Scott Lane
Description of Event: farmers market featuring local food vendors Conference Center at the
Grand Opening Yes ☒ No ☐ Lodge at Jackson Hole

EVENT SPONSOR/APPLICANT: Name: Slow Food in the Tetons

Mailing Address: PO Box 7290 Phone: 307-699-9025
E-mail: mari.allan@tetonslowfood.org ZIP: 83002
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>Jan 15-21 March 12-18</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.

M. Allan Hanna
Signature of Authorized Event Applicant

Mari Allan Hanna
Applicant Name Printed

11/14/22
Date
Program Manager
Title

STAFF REPORT



Meeting Date:	January 9, 2022	Meeting Title:	Town Council Special - Consent
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Temporary Encroachment Agreement – Crane Swing: 175 E Broadway Ave.	Public Comment:	yes

Purpose & Policy Considerations.

This item presents for Council consideration a Temporary Encroachment Agreement for Crane Swing (Agreement) to allow a construction crane to swing into the airspace above the Town's right-of-way (PROW).

Requested Action.

Staff requests Council review and consider the Agreement.

Recommendations.

Staff recommends Council approve the Agreement.

Background.

The Town Attorney worked with the Administration, Public Works, and Planning Departments to develop standard agreements for development projects that involve construction cranes that encroach the PROW either physically on the ground or overhead.

This Agreement is for construction occurring at 175 E Broadway Ave, the Jackson Hole Historical Museum project.

Analysis.

The attached Agreement addresses various issues involved with a crane encroaching within/over the PROW, including term, financial security, conditions of the use of the PROW, indemnification, insurance, emergencies involving the crane, and damage to Town property.

Possible Alternatives.

Council may choose to:

1. Not approve the Agreement.
2. Direct staff to draft modifications to the Agreement.
3. Continue the item and direct staff to provide further information.

Comprehensive Plan & Priority Alignment.

While there are no goals or initiatives related specifically to private development construction activities, the Comp Plan vision is meant to protect the health, safety, and welfare of our community. Standard practices and policies to address activities that may impact public safety is a critical function of government.

Fiscal Impact.

None.

Staff Impact.

Staff from the Legal, Public Works, and Administration Departments, contributed approximately 10 hours total preparing this report and finalizing this Agreement.

Attachments or Links.

- Crane Swing Agreement

Suggested Motion.

I move to approve the Crane Swing Agreement between the Town and the Jackson Hole Historical Museum as presented, and authorize the mayor to execute the Agreement, subject to minor changes by staff.

CRANE SWING AGREEMENT

THIS CRANE SWING AGREEMENT (“Agreement”) is made and entered into by and between the Town of Jackson, Wyoming (“**Town**”), a municipal corporation of the State of Wyoming, and Jackson Hole Historical Society and Museum, a Wyoming nonprofit corporation (“**Owner**”).

RECITALS

WHEREAS the Owner is the owner of the property addressed as 175 East Broadway Avenue and specifically described as Lot 6 of the Genevieve Block Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the office of the Teton County Clerk on July 1, 2020 as Plat No. 1412, all in the Town of Jackson, Teton County, Wyoming (collectively the “**Building Site**”);

WHEREAS the Town is the owner of the property identified as the rights-of-way situated south and east of the Building Site and specifically described as East Broadway Avenue and North Willow Street (“**Town Property**”);

WHEREAS the Owner is developing museum facilities associated with the Jackson Hole Historical Society and Museum on the Building Site (“**Project**”);

WHEREAS the Owner means Jackson Hole Historical Society and Museum and any employee, contractor, subcontractor, assign, licensor, or other person having a direct or indirect contract with Jackson Hole Historical Society and Museum, or with any other contractor or subcontractor of Jackson Hole Historical Society and Museum, who has been hired to assist with the Building Site or Project; and

WHEREAS as part of the Project construction process, the Owner wishes to erect a crane on the Building Site, which crane, will, from time to time, swing through a portion of the air space above the Town Property;

WHEREAS in accordance with the terms of this Agreement, the Town has agreed to grant the Owner permission to swing the crane within the airspace above the Town Property in accordance herewith; and

NOW THEREFORE in consideration of the mutual covenants herein contained, and the Recitals above, which are true and correct and are incorporated herein as if repeated in their entirety below, and as further consideration for the Town’s approval, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1.0 GRANT OF RIGHT TO TEMPORARILY USE AIRSPACE

- 1.1 The Town hereby grants to the Owner a temporary, non-exclusive right to utilize that portion of the airspace above the Town Property depicted in the plan(s) set forth in Exhibit A, made a part hereof by this reference, (“**Airspace**”), for the anticipated presence and use of its crane or any part of its crane including but not limited to the jib and counter- jib (collectively, the “**Crane**”), as depicted in the plan(s) set forth in Exhibit A, through the Airspace from time to time for the purpose of constructing the Project, subject to the terms and conditions contained in this Agreement. The Town’s acceptance of the plan(s) set forth in Exhibit A does not imply that the Town and/or its consultants have any liability whatsoever, or have waived any rights or remedies, in respect of any deficiencies in that plan(s).
- 1.2 This Agreement only grants the Owner rights within the Airspace and not the airspace of any other property owned by the Town.
- 1.3 The Airspace is generally depicted on Exhibit A. The Owner shall have the right to make non-material modifications to the Airspace and any such non-material modifications shall automatically amend the location of the Airspace without any further action on the part of the parties.

2.0 TERM

- 2.1 The term of this Agreement (“**Term**”) shall commence on the date of execution of this Agreement (“**Commencement Date**”) and shall expire upon acceptance, evidenced by signature, by the Town Engineer of the Owner’s written notification stating that the crane has been removed, that all of the Owner’s obligations under this Agreement have been satisfied, and the Owner is not in default under the terms of this Agreement.

3.0 FEES AND SECURITY

- 3.1 As consideration for the Owner’s use of the Airspace, the Owner shall pay to the Town an annual fee in the amount of FIVE HUNDRED DOLLARS (\$500.00). Such annual fee is due, without pro rating, upon execution of this Agreement and on each anniversary of the Commencement Date thereafter. The Owner shall, simultaneously upon executing this Agreement, deliver to the Town a one-time administrative fee in the amount of SIX HUNDRED DOLLARS (\$600.00). The Owner thus agrees to pay the Town the following:
 - (a) Administration fee (one time) \$ 600.00

- (b) Annual fee (each year throughout Term) \$ 500.00
- 3.2 The Owner shall, simultaneously upon executing this Agreement, deliver to the Town a letter of credit in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ("**Letter of Credit**") as security for the Owner's obligations under this Agreement. Said Letter of Credit must be valid throughout the term of this Agreement and allow the Town to draw on the Letter of Credit in the event:
 - (a) The Town acts pursuant to Section 10 (Emergency Conditions);
 - (b) The Town acts pursuant to Section 11 (Damage to Town Property);
 - (c) The Town acts pursuant to Section 12 (Remedies Available to Town); and
 - (d) Owner defaults under this Agreement.
- 3.3 It is acknowledged by the parties hereto that Owner has an existing letter of credit for its Project, and that it has completed more than \$100,000 worth of work for which that existing letter of credit was secured, and that \$100,000 of said existing letter of credit shall be used for purposes of securing Owner's obligations under this Agreement and shall not be released by the Town Engineer until the crane is removed from the Building Site.
- 3.4 If the Owner is not in default under this Agreement the Town shall release the Letter of Credit to the Owner upon the expiration of the Term.

4 PARTY REPRESENTATIVES

- 4.1 Town hereby designates the Public Works Director, Floren Poliseo, to act as its representative for the performance of this Agreement. The Town's representative shall have the power to act on behalf of the Town for all purposes under this Agreement. If for any reason the Town's representative is unavailable to execute performance under this Agreement, the Town further agrees to provide written notice, in accordance with Section 17 (Notice), of an alternate representative authorized to act on behalf of the Town.
- 4.2 Owner hereby designates its [**TO BE CONFIRMED:** Executive Director, Morgan Jaouen], to act as its representative for the performance of this Agreement. The Owner's representative shall have the power to act on behalf of the Owner for all purposes under this Agreement. If for any reason the Owner's representative is unavailable to execute performance under this Agreement, the Owner further agrees to provide written notice, in accordance with Section 17 (Notice), of an alternate representative authorized to act on behalf of the Owner.
- 4.3 Representative contact information is as follows:

Town:	Owner:
Public Works Director	Jackson Hole Historical Society and Museum
Floren Poliseo	Attention: Executive Director Morgan Jaouen
P.O. Box 1687	Physical: 225 N. Cache Street
Jackson, Wyoming 83001	Mail: P.O. Box 1005
fpoliseo@jacksonwy.gov	Jackson, WY 83001
307 733 3932 x1401	morgan@jacksonholehistory.org
	307-733-2414

5.0 CONDITIONS

- 5.1 The Owner covenants, acknowledges and agrees that this Agreement and the Owner's exercise of the rights granted in this Agreement are subject to the following terms and conditions:
 - 5.1.1 In no event shall the Owner operate the Crane at any time to swing, load, unload, or hoist any objects, materials or other live loads over any portion of the Town Property or within the Airspace that is occupied by persons.
 - 5.1.2 Prior to the installation and operation of the Crane, the Owner shall have an approved construction management plan.
 - 5.1.3 The Owner covenants and agrees that prior to the installation and operation of the Crane it shall obtain all necessary approvals and permits for the Crane from any and all applicable government authorities and agencies.
 - 5.1.4 The Owner covenants and agrees to ensure that it erects, operates, dismantles, and removes the Crane and performs all work permitted by this Agreement and completes all engineering and other inspections in accordance with all codes, laws, rules, and regulations prescribed by all governmental or other authorities having jurisdiction with respect to such matters and in accordance with prudent construction operating procedures.

- 5.1.5 The Owner agrees to cooperate with the Town to accommodate any Town requirements with respect to the Town's use of the Town Property and Airspace provided such does not unreasonably interfere with the use of the Airspace by the Owner as provided herein. This includes temporarily ceasing operation of the Crane or limiting their use if required by the Town acting reasonably.
- 5.1.6 The issuance of this Agreement does not supersede any approvals required by the Town of Jackson or any department thereof associated with the development and/or construction processes.
- 5.1.7 When not in use, the Crane shall be secured in accordance with the written procedures of the Crane's manufacturer subject to compliance with the requirements of any and all laws applicable thereto.
- 5.1.8 The Owner must contact the electricity provider to make any arrangements the provider may reasonably require to have overhead electrical lines de-energized or relocated, at no cost of the Town, prior to commencing work.
- 5.1.9 The Owner shall not release, deposit, discharge, place, or dispose of any toxic materials, substances, pollutants, contaminants, or wastes into the environment or at, on, or near the Airspace or the Town Property in contravention of any applicable laws whether into the air, land, surface water or groundwater, at any time. If any discharge, leakage, spillage, emission, or pollution of any type occurs, Owner shall provide immediate notice to the Town and, at its sole cost and expense, undertake all appropriate actions to remediate the affected property.
- 5.1.10 The Crane shall be operated in a way as to minimize interference with the reasonable use or enjoyment of the Airspace or the Town Property.
- 5.1.11 The Owner agrees and covenants to secure the Crane at all times so as to prevent unauthorized access to it and use of it.
- 5.1.12 The Owner agrees and covenants that it will only permit personnel who are trained, qualified, and certified according to all applicable laws, regulations, and standards to erect, operate, supervise, signal, dismantle, and remove the Crane.
- 5.1.13 The Owner shall cease all use of the Airspace and shall dismantle and remove the Crane as soon as it is commercially feasible to do so after its use is no longer needed for completion of the Project.
- 5.1.14 The Owner shall not permit crane loads to be left over the Town Property when the crane is not in active use.
- 5.1.15 Owner shall ensure prudent construction practices to minimize dust and debris falling on the Town Property from the operation of the crane, and Owner shall be responsible for promptly cleaning up and removing any debris falling onto the Town Property from the crane's operation.
- 5.1.16 The crane shall not be used to load or unload any materials on any portion of the Town Property, unless authorized through another executed agreement.
- 5.1.17 The crane shall not be used to transport any loads across the Town Property, unless authorized through another executed agreement.

6.0 NO REPRESENTATION OR WARRANTY

- 6.1 The Town makes no representation or warranty with respect to the condition or suitability of the Airspace for the Owner's intended use.

7.0 INDEMNITY

- 7.1 The Owner hereby agrees to defend, indemnify, and hold harmless the Town, its elected officials, employees, agents, and contractors from and against any and all liability, claims, damages, losses, expenses, and costs (including without limitation costs and fees of litigation, arbitration, mediation, and professional services) of every nature arising out of or in connection with the presence (in whole or in part), installation, use, operation, and/or dismantlement of the crane. The Owner also hereby agrees to defend, indemnify, and hold harmless the Town for any claims or causes of actions alleged to have been caused by the Town's acts and/or omissions. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits

- payable by or under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 7.2 The obligation of the Owner to hold harmless, defend, and indemnify the Town, its elected officials, employees, agents and contractors, under this Agreement, shall not and does not confer upon the Owner any right or authority to settle or take any steps, proceedings or do anything in the name of the Town, in respect of any claim, demand, action or proceeding which may be brought against the Town and in respect of which the Owner is obligated to indemnify the Town.
- 7.3 The Owner covenants and agrees that it shall take all steps necessary to avoid construction liens being registered against title to the Town Property as a result of the activities of the Owner in connection with the Crane. The Owner shall indemnify and save harmless the Town from and against all actions, causes of action, claims, demands and expenses whatsoever which the Town may incur as a result of the registration of any such construction liens. In the event of the registration of any such construction liens, the Owner covenants and agrees that within ten (10) days of receiving notice of a lien it will either take reasonable steps to discharge and vacate the same from title, or, in the alternative, commence the appropriate application seeking relief to vacate and discharge the same.
- 7.4 Nothing in this provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Wyoming Statutes, case law, or any other source of law.
- 7.5 The parties hereby expressly declare that it is neither their intention nor their agreement that any arrangements between them shall constitute or be deemed to constitute the Owner and the Town as partners, joint venturers, or agents of each other.

7.0 RELEASE AND WAIVER

- 7.1 The Owner hereby releases and forever discharges the Town, its elected officials, employees, agents and contractors, of and from any and all claims, actions, causes of action and other proceedings and any liability for damages, costs and expenses for or relating to any loss which the Owner may suffer arising out of or occasioned by the presence of the Crane (in whole or in part), the installation, use, operation and/or dismantlement of the Crane, including any work undertaken by the Owner or the Town, its contractors or agents as permitted by this Agreement.

9.0 INSURANCE

- 9.1 The Owner covenants to take out and keep in full force and effect throughout the Term of this Agreement and until the crane is removed from the Building Site, the following insurance which shall specifically include the risks and potential liability resulting from the use and/or operation (including the erection and dismantlement) of the Crane within the Airspace:
- 9.1.1 **Commercial General Liability** insurance applying to all operations of the Owner which shall include coverage for bodily injury liability, property damage liability, completed operations liability, contractor's protective liability, contractual liability, and non-owned vehicle liability.
- 9.1.2 Such policy shall be written with limits of not less than **TEN MILLION DOLLARS (\$10,000,000)** exclusive of interest or costs, per occurrence and shall include the Town as an additional insured.
- 9.2 In lieu of the Owner obtaining such insurance, it may provide to the Town one or more certificates of insurance including the policy endorsements, proving that the general contractor, Owner, or some combination of general contractor and Owner, has taken out such insurance. All terms and conditions of this Section 9 apply equally to the general contractor if they obtain some or all of the insurance required hereunder.
- 9.3 Such policies shall not be terminated, cancelled, or materially altered unless written notice, by registered mail, of such termination, cancellation, or material alteration is given by the insurer(s) to the Town at least thirty (30) days before the effective date thereof.
- 9.4 All policies of insurance stipulated herein shall be with insurers that have a rating which meet the requirements of the Town, acting reasonably.
- 9.5 The Owner shall deposit with the Town, simultaneously with its execution of this Agreement, a certificate of insurance on a form provided by the Town.
- 9.6 The Owner shall file a renewal certificate with the Town not later than one (1) month before the expiration date of any policy provided pursuant to this Agreement, until the expiration of the Term. In the event that such renewal certificate is not received, the Town shall be entitled to terminate this Agreement.
- 9.7 The issuance of such a policy of insurance shall not be construed as relieving the Owner from the responsibility for other or later claims, if any, for which it may be held responsible.

10.0 EMERGENCY CONDITIONS

- 10.1 If the Town Engineer deems in their reasonable opinion that an emergency exists or may exist as a result of the crane being or possibly becoming a hazard or a source of danger to the health and safety of the public, the Town Engineer shall immediately notify the Owner of the hazard and/or danger. The Town Engineer may require the Owner via written or oral notice, within a time specified by the Town Engineer,

to take certain measures that they deem necessary, which shall be set forth in the notice, to remove the hazard, danger, or potential danger created by the Crane. Notwithstanding anything contrary herein, the Owner acknowledges that such measures may include the Town requiring the Owner to: 1) limit the use of the crane; 2) cease operation of the crane; and 3) remove the crane. Owner agrees that it will comply immediately with such requirements. If the Owner fails to comply as requested and within the time specified by the Town Engineer, then the Town Engineer may take the necessary measures on behalf of the Owner, without further notice to the Owner. Where the Town Engineer takes any action under this Section, the expenses incurred by the Town in so doing shall be promptly repaid by the Owner to the Town within thirty (30) days of the Town providing written notice to the Owner of the expenses owing. If the expenses are not paid within thirty (30) days of the Town providing notice of how much is owing, such expenses may be drawn from the Letter of Credit with no further notice to the Owner. If the Letter of Credit is insufficient to pay the outstanding amount, it will become a debt due to the Town and may be collected from the Owner in any manner permitted by law.

11 Damage to Town Property.

- 11.1 The Owner agrees that in the installation, operation, placement, dismantlement, and removal of the crane, the Owner shall ensure that no damage is caused by the Owner to any part of the Town Property. In the event there is damage to the Town Property, the Town Engineer may require the Owner via written notice, within a time specified by the Town Engineer, to take certain measures that they deem necessary and that shall be specified in the notice to repair the damage. If the Owner fails to comply as requested and within the time specified by the Town Engineer, then the Town Engineer may take the necessary measures to repair the damage on behalf of the Owner, without further notice to the Owner. Where the Town Engineer takes any action under this Section, the expenses incurred by the Town in so doing shall be promptly repaid by the Owner to the Town within thirty (30) days of the Town providing written notice to the Owner of the expenses owing. If the expenses are not paid within thirty (30) days of the Town providing notice of how much is owing, such expenses may be drawn from the Letter of Credit with no further notice to the Owner. If the Letter of Credit is insufficient to pay the outstanding amount, it will become a debt due to the Town and may be collected from the Owner in any manner permitted by law

12.0 REMEDIES AVAILABLE TO TOWN

- 12.1 In the event that the Owner is in default of any of the terms in this Agreement the Town may deliver to the Owner written notice of such default which written notice shall specify the default. The Owner agrees to either cure such default within five (5) business days after receipt of written notice from the Town or where such default cannot be cured within five (5) business days, to give written notice to the Town within such five (5) business day period of a methodology acceptable to the Town acting reasonably and based upon best practices (including a proposed timetable for implementation or completion of same, as the case may be, certified by the Owner's consultants where necessary), to remedy such default. In the event that the default is not cured within the five (5) business day period or the methodology is not acceptable to the Town acting reasonably, without further notice to the Owner, the Town may, in its absolute discretion, make any payment, carry out any work, cause such work to be carried out or do any other thing which is the obligation of the Owner to do under this Agreement and the Owner shall within thirty (30) days of receiving written notice (notifying the Owner of the amount owing), reimburse the Town in full for all sums so paid, including any and all costs and expenses incurred by the Town in carrying out any such work or doing such things. If the costs and expenses are not paid to the Town within thirty (30) days of receiving written notice, such amount may be drawn from the Letter of Credit with no further notice to the Owner. If the Letter of Credit is insufficient to pay the outstanding amount, it will become a debt due to the Town and may be collected from the Owner in any manner permitted by law.
- 12.2 The costs and expenses incurred by the Town and referred to in clause a) hereof and Section 10 (Emergency Conditions) may include, but are not limited to, the wages and benefits paid to or in respect of any employees or contractors of the Town in respect of the time during which such employees were employed with the Town, supervising or administering the carrying out of such work or things and the replacement cost of any materials owned by the Town and used in connection with the same and any amount equivalent to the amount that would have been the reasonable rental cost of any Town owned equipment used in that connection if the same were not owned by the Town, as well as any other costs or expenses incurred by the Town.
- 12.3 In the event that:
- a) a default is not cured within five (5) business days after receipt of written notice from the Town of such default and such methodology is not provided to the Town within the five (5) business day period; or
 - b) the Owner fails to diligently pursue the remedy to such default as proposed in the methodology; or
 - c) the Owner fails to make payment to the Town within thirty (30) days after receipt of written notice from the Town indicating the costs and expenses owing to the Town
- the Town may terminate this Agreement and/or all rights granted hereunder by written notice of termination given to the Owner.

12.4 The Owner covenants and agrees to pay to the Town its reasonable legal fees incurred as a result of exercising its rights and remedies under this Agreement.

13.0 AGREEMENT TO ENTER

13.1 For the purposes of permitting the Town to carry out any of its rights and remedies under this Agreement or at law, the Owner hereby grants to the Town an irrevocable right to enter upon and access the Building Site, upon twenty-four (24) hours’ written notice given by the Town, unless the Town is acting in accordance with Section 10 (Emergency Conditions) in which case no notice is required to be given by the Town.

14.0 NO INTEREST BY OWNER

14.1 The Owner acknowledges and agrees that the permission hereby granted cannot and does not create or grant the Owner any interest or easement in, over, or upon the Town Property.

15.0 EXTENSION OF TIME

15.1 The Town may, in its discretion, grant such extensions of time as it deems reasonable or necessary for the performance of the Owner’s obligations under this Agreement, provided however, that no such extension nor any other indulgence granted by the Town, or any neglect, refusal or failure to enforce any of the terms and conditions of this Agreement, either in a timely manner or at all, or to take any other remedy shall in any way act as a waiver of the obligations of the Owner under any and all terms of this Agreement.

16.0 SEVERABILITY

16.1 If a Court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not render the entire agreement void or unenforceable. If feasible, the offending provision shall be deemed modified within the limits of enforceability or validity. If the offending provision cannot be modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

17.0 NOTICE

17.1 Any notice required or authorized to be given hereunder shall be deemed to have been given when either personally delivered or three (3) business days after deposit in the United States mail, certified, postage pre-paid, and addressed as follows:

Town:	Owner:
Town of Jackson	Jackson Hole Historical Society and Museum
Attn: Town Clerk	Attention: Executive Director
P.O. Box 1687	Physical: 225 N. Cache Street
Jackson, Wyoming 83001	Mail: P.O. Box 1005
clerk@jacksonwy.gov	Jackson, Wyoming 83011
	morgan@jacksonholehistory.org

All notices hereunder shall include a courtesy copy sent via email to the email address provided above.

Either party may, at any time by notice given in writing to the other party, change the address for service of notice.

18.0 ASSIGNMENT

18.1 This Agreement shall not be assigned or transferred by the Owner without the express written consent of the Town, not to be unreasonably withheld or delayed.

18.2 The Owner shall not assign its interest in the Airspace without the express written consent of the Town, not to be unreasonably withheld or delayed.

19.0 SUCCESSORS AND ASSIGNS

19.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and permitted assigns unless voluntarily terminated upon written agreement by the parties, or their heirs, legal representatives, successors, and permitted assigns.

20.0 EXTENDED MEANINGS

20.1 In this Agreement, words, terms, and provisions which are in the singular shall be read as including the plural, the plural shall include the singular, as the case may be and the context require.

21.0 GOVERNMENTAL IMMUNITY

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

of this Agreement.

22.0 HEADINGS FOR CONVENIENCE ONLY

22.1 The division of this Agreement into articles and clauses is for convenience only and shall not affect the interpretation or construction of this Agreement.

23.0 ENTIRE AGREEMENT

23.1 This Agreement, including any exhibits attached hereto, shall constitute the entire agreement between the parties as to the subject matter hereof, and not prior or separate understandings or agreement between the parties are merged into this Agreement. This Agreement shall not be modified or amended except by written agreement executed and dated by both parties.

24.0 ADDITIONAL DOCUMENTS AND ACTS

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

25.0 GOVERNING LAW; JURISDICTION; CONSTRUCTION

25.1 This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both parties hereto. As such, it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

26.0 RECITALS PART OF AGREEMENT

26.1 The representations, covenants and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein.

27.0 COUNTERPARTS; ELECTRONIC SIGNATURES

27.1 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

28.0 WAIVER

28.1 A waiver by the either party regarding the breach of any of the provisions of this Agreement shall not bar the right of the other party to enforce the terms of this Agreement.

29.0 AUTHORITY TO EXECUTE.

29.1 It is acknowledged that the parties hereto have the authority to enter into this Agreement, that none are bound by any previous agreement that adversely affects this Agreement, and that they are not subject to any restriction or limitation that would prevent them from performing their duties and obligations hereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective as of the last date signed below.

Jackson Hole Historical Society and Museum,
a Wyoming nonprofit corporation

By: _____
Marlin Risinger, Board Chair

Date: _____

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

Date: _____

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STAFF REPORT



Meeting Date:	January 9, 2023	Meeting Title:	Town Council - Regular
Submitting Department:	Joint Affordable Housing	Presenter:	April Norton
Agenda Item:	Suite of Documents for 400 W. Snow King Avenue (Flat Creek Apartments)	Public Comment:	Yes

Purpose & Policy Considerations.

Town Council will consider several documents related to 400 West Snow King Avenue (Flat Creek Apartments). These include:

- Amended and Restated Ground Lease
- Ground Lease Assignment and Assumption
- Notice of Ground Lease
- Ground Lessor Estoppel and Consent
- Shared Parking Agreement and Stormwater Easement
- Termination and Release of Continuing Obligations Under Termination Lease Agreement.

Requested Action.

Staff requests that Council approve the documents as presented in the staff report.

Recommendations.

Staff recommends approving the documents as presented in the staff report.

Background.

At the May 3, 2021, Regular Meeting, the Council directed staff to release a Request for Proposals (RFP) to develop Affordable multifamily housing at 400 West Snow King Avenue.

The RFP was released May 4, 2021, and closed June 3, 2021. Two responses were received and reviewed by the Housing Supply Board (HSB). The HSB then interviewed both teams June 15, 2021. Staff recommended working with BlueLine Development and Snow King Partners to further refine an application for the September 2021 Low-Income Housing Tax Credits ("LIHTC") application round.

At the July 19, 2021, Regular Meeting, the Council directed staff to work with BlueLine Development and Snow King Partners to develop an application for the 2021 WCDA LIHTC program. An application was submitted in October 2021 and in February 2022, Flat Creek Apartments became the first development in the Town of Jackson to receive Low Income Housing Tax Credits since 2003.

As designed, the development will create 48 Affordable rental units. One of these units will serve as the manager's unit and the remaining 47 units will serve households earning 30-60% of median family income. The Design Review Committee approved the project during their June 8, 2022 meeting.

On July 18, 2022, the Town of Jackson approved a suite of documents for the development, including:

- A long-term Ground Lease (99 years) between the Town of Jackson to the Jackson/Teton County Housing Authority.
- Memorandum of Understanding ("MOU") between the Town and Teton County specifying control of Town assets contributed to the Housing Authority for Flat Creek Apartments. This is necessary because the Housing Authority Board is directed and authorized by both the Town Council and County Commission. The County Commission approved the MOU at their July 19, 2022 meeting.

- A Notice of Ground Lease.
- A Ground Lease Assignment and Assumption Agreement between the Town, Jackson/Teton County Housing Authority Board, and Flat Creek Apartments, LLC.
- Ground Lessor Estoppel and Consent from the Town to First Republic Bank.

In mid-December the developer changed lenders from First Republic Bank to Hilltop Bank (local bank in Casper). Due to this change, four documents have been updated and are now back in front of you for review and approval.

1. Amended and Restated Ground Lease
2. Ground Lease Assignment and Assumption
3. Notice of Ground Lease
4. Ground Lessor Estoppel and Consent from the Town to Hilltop Bank

Two additional documents are also in front of you today.

1. Shared Parking Agreement and Stormwater Easement.
2. Termination and Release of Continuing Obligations Under Termination Lease Agreement. This agreement extinguishes any ongoing obligations outlined in the 1970 Termination of Ground Lease for the property on which Flat Creek Apartments is being built.

Analysis.

As part of this project, the developer ("Project Owner") will be constructing a paved surface parking lot that will provide parking for Flat Creek Apartments, the Parks & Recreation employee housing units, and Parks & Recreation employees. Project Owner will also be constructing a stormwater line on the site. The Parking Agreement and Stormwater Easement outlines the obligations and rights of the Project Owner and Town of Jackson.

Project Owner will be responsible for the maintenance, repair, and upkeep of the stormwater line. The agreement also ensures permanent access for the Town to all utility lines located on the parcel. Project Owner will also be responsible for the maintenance, repair, and upkeep of the parking lot; monitoring and regulating the use of the parking lot; and contracting with service and utility provider as needed for the parking lot. Annually, the Town of Jackson and Project Owner will negotiate in good faith a budget for the shared parking lot.

The Termination and Release of Continuing Obligations Under Termination Lease Agreement extinguishes any ongoing obligations outlined in the 1970 Termination of Ground Lease for the portion of the Fairgrounds property on which Flat Creek Apartments is being built.

Possible Alternatives.

Council may choose not to approve one of these documents which could result in the project not being built.

Comprehensive Plan & Priority Alignment.

Comprehensive Plan Policy:

- House at least 65% of the workforce locally. 5.1.a
- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a

Housing Action Plan Initiative:

- Provide land as a public subsidy and build development partnerships. 2B
- Seek and support grants, tax credits, loans, and other sources of funding. 4C

Fiscal Impact.

Financial contributions for this project include:

- \$1,000,000 from the Housing Supply account.
- Approximately one-acre of land located at 400 W. Snow King Avenue and appraised at \$5,000,000 via a 99-year ground lease.

Possible future Town investments could include additional Housing Supply funds to cover the funding gap should grant funding not be awarded or only partially awarded.

Staff Impact.

Several Town departments have been involved in the review of these documents.

- Town Attorney – 12 hours
- Interim Town Manager – 2 hours
- Town Engineer – 1 hour
- Assistant Public Works Director – 1 hour
- Housing Director – 10 hours

Attachments or Links.

- Amended and Restated Ground Lease
- Ground Lease Assignment and Assumption
- Notice of Ground Lease
- Ground Lessor Estoppel and Consent
- Shared Parking Agreement and Stormwater Easement
- Termination and Release of Continuing Obligations Under Termination Lease Agreement.

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

I move to approve the following documents related to Flat Creek Apartments located at 400 W. Snow King Avenue, subject to minor changes by the Town Attorney as necessary: the Amended and Restated Ground Lease; the Ground Lease Assignment and Assumption; the Notice of Ground Lease; the Ground Lessor Estoppel and Consent; the Shared Parking Agreement and Stormwater Easement; and the Termination and Release of Continuing Obligation Under Termination Lease Agreement.

**AMENDED AND RESTATED TOWN OF JACKSON, WYOMING
FLAT CREEK APARTMENTS,
GROUND LEASE AGREEMENT**

DATED: JANUARY ____, 2023

**AMENDED AND RESTATED TOWN OF
JACKSON, WYOMING, FLAT CREEK APARTMENTS
GROUND LEASE AGREEMENT**

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**AMENDED AND RESTATED TOWN OF JACKSON, WYOMING FLAT CREEK
APARTMENTS
GROUND LEASE AGREEMENT**

THIS AMENDED AND RESTATED TOWN OF JACKSON, WYOMING FLAT CREEK APARTMENTS, GROUND LEASE AGREEMENT (“this Lease” or “the Lease”) is a complete restatement and amendment of the ground lease entered into by the Town of Jackson, Wyoming and the Jackson/Teton County Housing Authority Board dated July 18, 2022, and is made and entered into this ____ day of January, 2023, by and between the **Town of Jackson, Wyoming**, whose address is 150 E. Pearl Avenue, PO Box 1687, Jackson, Wyoming 83001 (referred to in this Lease as the “Owner”) and **Jackson/Teton County Housing Authority Board**, whose address is 320 S King St., PO Box 714 Jackson, Wyoming 83001 (referred to in this Lease as the “Lessee”).

RECITALS:

A. Owner owns the parcel of land located at 400 West Snow King Avenue, Jackson, Wyoming 83001, that is legally described in the attached **Exhibit “A”** (the “Project Real Property”);

B. Owner has determined the shortage of affordable housing opportunities is a growing burden of the Town of Jackson and part of its governmental function;

C. A goal of the Lessee is to stimulate the supply of affordable housing among low-income people (hereinafter “Tenants”) by providing access to housing for such persons at affordable rents at Flat Creek Apartments;

D. Owner has determined that the Property is suited for affordable housing opportunities for the benefit of the community and Lessee desires to lease the Project Real Property for development into affordable rental housing units.

E. In furtherance of the Lessee’s goals of developing affordable rental housing units on the Project Real Property, the Lessee intends assign its rights and obligations under this Lease to Flat Creek Apartments, LLC, a Wyoming limited liability company (the “Project Owner”) pursuant to that certain Flat Creek Apartments Ground Lease Assignment and Assumption Agreement entered into as an even day herewith by and between the Owner, the Lessee and the Project Owner (the “Ground Lease Assignment and Assumption Agreement”). The Project Owner will develop, construct, and operate a Forty Eight (48) unit multifamily housing complex, together with residential common areas and amenities and other related residential improvements, located in Jackson, Teton County, Wyoming (the “Flat Creek Apartments” or “Project”). The Flat Creek Apartments will be operated as a “qualified low-income housing project” (as defined in Section 42(g)(1) of the Internal Revenue Code);

F. To facilitate the development, financing and construction of Flat Creek Apartments, the parties acknowledge that the Project Owner will enter into a Amended and Restated Operating Agreement with the Investor (the “Operating Agreement”)

G. To facilitate the development and construction of Flat Creek Apartments, the Lessee will enter into and execute multiple agreements, documents, and instruments relating to the financing of said development and construction through the use of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code, a HOME Investment Partnership Program Grant, a Housing Trust Fund Program Grant, and private loans (hereinafter “Flat Creek Apartments Financing Requirements”);

H. To further facilitate the development and construction of the Flat Creek Apartments, the Project Owner will enter into a Loan from Hilltop Bank (“Hilltop”). Hilltop will loan to the Project Owner a total of _____ (\$_____) in the form of a construction loan (the “Hilltop Construction Loan”) including _____ (\$_____) which will convert to a permanent loan following the end of the Hilltop Construction Loan term (the “Hilltop Construction Loan Term” (the “Hilltop Permanent Loan” together with the Hilltop Construction Loan, the “Hilltop Loan”).

I. The Flat Creek Apartments Financing Requirements impose multiple restrictions on the allowable rent charged for each unit in Flat Creek Apartments, the use of the Project Real Property and the Flat Creek Apartments and on the transfer or sale of the Project Real Property and the Flat Creek Apartments, including but not limited to, for the period such provisions remain in effect, all provisions of the Declaration of Land Use Restrictive Covenants for Low-Income Housing Credits (the “Tax Credit Declaration”), the HOME Agreement and the HTF Agreement in favor of the Wyoming Community Development Authority and its successors (together, “WCDA”), (the HOME Agreement and HTF Agreement together with the Tax Credit Declaration, the “Project Declarations”) which do not conflict with the terms of this Lease. Notwithstanding anything to the contrary in this Lease, the Owner, and the Lessee acknowledge that the Project Real Property and the Flat Creek Apartments are subject to all of these limitations;

J. To further facilitate the Lessee’s goal of providing affordable housing in Jackson, Teton County, Wyoming, the Owner and the Lessee will enter into this Lease and the Ground Lease Assumption and Assignment Agreement with the Project Owner ; and

K. It is mutually understood and accepted by the Owner and the Lessee that the terms and conditions of this Lease further their shared goals over an extended period of time and through a succession of owners.

NOW THEREFORE, in consideration of the foregoing recitals, of mutual promises of the Owner and the Lessee, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Lessee agree as follows:

ARTICLE I DEMISE OF LAND

1.1 Premises. The Owner, in consideration of the rents reserved and the terms and conditions of this Lease, agrees to lease to the Lessee, and the Lessee agrees to rent and hire from the Owner, the Project Real Property. The Owner has furnished to the Lessee a copy of a current title commitment obtained by the Owner for the Project Real Property, and the Lessee accepts

leasehold title to the Project Real Property in its condition “as is” and subject to the exceptions provided on Lessee’s final Owner’s Title Policy as of the execution of this Lease.

1.2 Reservation of Mineral Rights. The Owner reserves to itself all right to the minerals and other extractive resources on the Project Real Property, including sand, rock, and gravel. This reservation shall not diminish the right of the Lessee under this Lease to occupy and freely use the Project Real Property. Any eventual extraction by the Owner of minerals or other extractive resources during the term of the Lease shall only be carried out with the Consent of the Lessee, the Project Owner, Hilltop, and RSEP Holding, LLC, its successors and/or assigns (the “Investor”) in their sole discretion.

ARTICLE II

DURATION OF LEASE AND REPRESENTATIONS AND COVENANTS

2.1 Principal Term. The term of this Lease shall be ninety nine (99) years, commencing on the 18th day of July, 2022, and terminating on the 18th day of July, 2121 (the “Principal Term”), unless terminated sooner or extended pursuant to the provisions of this Lease.

2.2 Change of Owner; the Lessee’s Right to Purchase. If ownership of the Project Real Property on which Flat Creek Apartments is located is conveyed or transferred (whether voluntarily or involuntarily) by the Owner to any other person or entity, this Lease shall not terminate, but shall be unaffected and shall be binding on the transferee. Notwithstanding the foregoing, no transfer of the Project Real Property shall occur without the consent of the Investor. Subject to the terms and conditions in Section 13.12, if the Owner desires or attempts to convey the Project Real Property to any person or entity other than a non-profit corporation, charitable trust, governmental agency or other similar entity sharing the goals described in the Recitals above, the Lessee shall have a right of first refusal to purchase the Project Real Property. This right shall be specified in the attached **Exhibit “B.”** Any sale or other transfer contrary to this Section or contrary to Section 13.12 shall be null and void. Furthermore, the Lessee’s right of first refusal to purchase the Project Real Property is subordinate to any right of first refusal entered into by the Lessee or Project Owner in favor of a non-profit or its affiliate as part of the Lessee’s tax credit financing.

ARTICLE III

USE OF LAND AND REPRESENTATIONS AND COVENANTS

3.1 Residential Use Only. The Project Real Property shall be used for development and operation of affordable and low-income multifamily residential housing.

3.2 Condition of Land; Compliance with Law. The Lessee shall maintain the Project Real Property in good, safe, and habitable condition in all respects, and in full compliance with all applicable laws and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Project Real Property. The Owner has the right to enter the Project Real Property at any reasonable time, upon at least twenty-four (24) hours written or oral notice to the Lessee, to ensure that the Lessee is complying with the terms of this Lease. The parties specifically acknowledge that the Owner shall have no obligation to protect the interests of the

Lessee in the Project Real Property or the Flat Creek Apartments by making or arranging repairs, even in the absence of the Lessee.

3.3 The Lessee's Right to Peaceful Enjoyment. The Lessee has the right to undisturbed enjoyment of the Project Real Property, and the Owner has no desire or intention to interfere with the actions of the Lessee, except as specifically provided for in this Lease in order to further the Owner's purpose in entering into this lease.

3.4 Representations and Covenants of the Owner. The Owner makes the following representations and covenants as the basis for the undertakings on its part herein contained:

- (a) The Owner has the power to enter into this Lease and to carry out its obligations hereunder.
- (b) Neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Lease will conflict with or result in a breach by the Owner of any of the terms, conditions or provisions of the certificate of incorporation or by-laws of the Owner or any restriction, agreement, instrument, order or judgment to which the Owner is a party or by which it is bound, or will constitute a default by the Owner under any of the foregoing.
- (c) The Owner will cooperate with the Lessee in good faith in the acquisition, construction, and financing of the Project in order that the Project may be completed and placed in service as soon as reasonably practicable.

3.5 Representations and Covenants of the Lessee. The Lessee makes the following representations and covenants as the basis for the undertakings on its part herein contained:

3.5.1 Neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions hereof or thereof will conflict with or result in a breach of any of the terms, conditions or provisions of Resolution 16-04 Amendment #2 to 1990 Resolution Creating the Teton County Housing Authority dated March 16, 2016, nor any agreement, instrument, order or judgment to which the Lessee is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Lessee under the terms of any such instrument, agreement, order or judgment.

ARTICLE IV LEASE FEE

4.1 Lease Fee. In consideration of the possession, continued use, and occupancy of the Land, the Lessee shall pay to the Owner an annual lease fee (the "Lease Fee") of One and No/100 Dollars (\$1.00) for the term of the Lease.

ARTICLE V TAXES AND ASSESSMENTS

5.1 Taxes and Assessments. The Lessee shall be responsible for payment of all taxes and assessments payable with respect to the Project Real Property as well as Flat Creek Apartments. The Lessee shall also pay directly, when due, any and all other service bills, utility charges, or other governmental assessments charged against Project Real Property.

5.2 Taxes on Leased Land. If the local taxing authority bills the Owner for the taxes on the leased land, the Owner shall forward such tax bills to the Lessee and the Lessee shall promptly pay this bill before it becomes delinquent.

5.3 The Lessee's Right to Contest. The Lessee shall have the right to contest in good faith the amount or validity of any taxes relating to Flat Creek Apartments and Project Real Property. The Owner shall, upon written request by the Lessee, join in any such proceedings if the Lessee reasonably determines that it is necessary or convenient for the Owner to do so. All other costs and expenses of such proceedings shall be paid by the Lessee.

5.4 Payments in Event of Delinquency. If the Lessee fails to pay the taxes or other charges specified in Section 5.1 and Section 5.2, above, premiums on the insurance policies required under Section 8.4, or any other amounts which the Lessee is obligated to pay pursuant to this Lease which relate to the protection or preservation of value of the Project Real Property the Owner may pay such amounts and in turn increase, the Lessee's Lease Fee in an amount that will offset the cost of any delinquent and current amounts or other charges relating to Flat Creek Apartments and the Project Real Property.

5.5 Proof of Compliance. Concurrently with the payment of any taxes, assessments, and charges required or permitted by the provisions of this Lease, each party, as applicable, shall furnish evidence satisfactory to the other documenting the payment. A copy of a paid receipt for such charges showing payment prior to the due date shall be the usual method of furnishing such evidence.

5.6 Personal Property Taxes. The Lessee will be responsible for paying all personal property taxes payable with respect to the Lessee's personal property in Teton County on or before the date that those taxes are due, in order to prevent those personal property taxes from becoming a lien on Flat Creek Apartments the Lessee's rights under this Lease, or the Project Real Property.

ARTICLE VI FLAT CREEK APARTMENTS

6.1 Ownership. It is agreed that all buildings, structures, fixtures, and other improvements (collectively the "Improvements") purchased by the Lessee or constructed or placed by the Lessee on any part of the Project Real Property at any time during the Principal Term (collectively in the definition of "Flat Creek Apartments" provided above) shall be property of the Project Owner. Title to the Improvements shall be and remain vested in the Project Owner. However, the Lessee's exercise of the rights of ownership is subject to the provisions of this Lease, including but not limited to provisions regarding the disposition of Flat Creek Apartments by the Lessee and the Owner's option to purchase Flat Creek Apartments as set forth in Article 9. All

improvements made by the Project Owner shall be deemed detached from the Project Real Property, shall be owned by the Project Owner as the property of the Project Owner. In addition, at all times during the term of this Lease, including without limitation for tax purposes, the Project Owner alone shall be entitled to all of the tax attributes of ownership of the Improvements, including without limitation, the right to claim depreciation or cost recovery deductions, amortization and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended.

6.2 Construction and Alteration. Any construction in connection with an existing or new improvement on or within the Project Real Property or Flat Creek Apartments is subject to the following conditions: (a) all costs shall be borne and paid for by the Project Owner; (b) all construction shall be performed in a professional manner and shall comply with all applicable laws and regulations; (c) all development and construction shall comply with the Town of Jackson Land Development Regulations and Municipal Code; and (d) all construction shall be consistent with the permitted uses set forth in Article I. The Project Owner shall have the right to make such alterations, improvements, and changes to any of the Improvements constructed on the Project Real Property as the Project Owner may deem necessary, or replace the same with new ones of at least equal value, provided that prior to making any structural alterations, improvements, or changes, or to replace any building, the Lessee and the Project Owner shall obtain Owner's written approval of the plans and specifications, which Owner shall not unreasonably withhold, condition or delayed, provided that the value of the Improvements shall not be diminished and the structural integrity of the Improvements shall not be adversely affected by any such alterations, improvements or changes, or that any proposed new Improvement is at least equal in value to the one that it is to replace, as the case may be. In the event of disapproval, the Owner shall give to the Lessee and the Project Owner an itemized statement of reasons for the disapproval. The Lessee will in no event make any alterations, improvements, or other changes of any kind to any Improvement on the Project Real Property that will decrease the value of the Improvement, or that will adversely affect the structural integrity of the Improvement. The Lessee shall make any and all alterations or improvements any time during the Lease term required by any governmental agency or authority.

6.3 Prohibition of Liens. Except for the Permitted Mortgages, no lien for services, labor or materials construction or capital improvements shall attach to the Owner's title to the Project Real Property or to the Owner's interest in the Project Real Property or to any other property owned by the Owner. The Lessee shall not permit any statutory or similar lien to be filed against the Project Real Property, Flat Creek Apartments or any interest of the Owner or the Lessee, which remains more than ninety (90) days after it has been filed. The Lessee shall cause any such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted by law. If the Lessee fails to cause such lien to be discharged within the one hundred eighty (180) day period, then, in addition to any other right or remedy, the Owner may, but shall not be obligated to, discharge the lien by paying the amount in question. The Lessee may, at the Lessee's expense, contest the validity of any such asserted lien, provided the Lessee has furnished a bond in an amount sufficient to release the Project Real Property from such lien. Any amounts paid by the Owner to discharge such liens shall be deemed to be an additional Lease Fee payable by the Lessee to the Owner upon demand.

6.4 Maintenance and Services. The Lessee shall, at the Lessee's sole expense, maintain the Project Real Property and Flat Creek Apartments. The Owner shall not be required to furnish any services or facilities, including but not limited to electric, gas, water, sewer, garbage and telephone service, or to make any repairs or improvements to the Project Real Property or Flat Creek Apartments, and the Lessee hereby assumes the sole responsibility for furnishing all services or facilities and making all repairs and improvements. The Lessee will be responsible for contracting and paying for and all utility services furnished to the Project Real Property and Flat Creek Apartments during the term of this lease, including but not limited to electric, gas, water, sewer, garbage, and telephone service. The Owner and the Lessee acknowledge and agree that the Owner will not be responsible for providing any utilities or other services to the Project Real Property or Flat Creek Apartments.

6.5 Disposition of Flat Creek Apartments upon Expiration of Principal Term. Upon the expiration of the Principal Term as such term may be extended or sooner terminated in accordance with this Lease, the Lessee shall surrender the Project Real Property together with Flat Creek Apartments to the Owner. Ownership of Flat Creek Apartments shall thereupon transfer to the Owner.

6.6 Lessee's and the Owner's Further Assurance. At any time and from time to time during the Term of this Lease, the Owner shall, upon the written request of the Lessee and within the reasonable time frame set forth in such written request and at no cost to the Owner, execute and deliver such instruments as may be reasonably appropriate or necessary for (a) the grant or dedication of any easement, right of way or other property right on or within the Project Real Property to any public entity, public utility or service corporation or for the development of the Improvements, so long as such grant or dedication does not substantially impair the value of the Owner's fee interest in the Project Real Property or unreasonably interfere with the Owner's use or enjoyment of any other portions of the Project Real Property, or (b) the application to any governmental authority for, or the obtaining of, approvals, consents, general plan amendments, environmental impact reports, specific plans, zoning changes, conditional uses, variances, subdivision maps or the like, in each instance for the purpose of permitting the Lessee to develop the Project Real Property, construct the Improvements, or make any alteration or addition to the Improvements, or (c) the obtaining of one or more Mortgages, including such estoppel certificates, non-disturbance and attornment agreements, or other agreements, in customary form, as may be reasonably required by such Mortgagees or prospective Mortgagees, or (d) performing a lot line adjustment, lot split or subdivision, or otherwise altering the boundaries or number of legal parcels constituting the Project Real Property for the purposes of constructing or financing the Improvements.

6.7 Owners right of Access for Construction and Maintenance. Through this Lease, the Owner hereby reserves the right of access over, under, and all about the Project Real Property for constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing the stormwater, sewer and water infrastructure located on or under the Project Real Property (the "Owner's Utilities"). The exercise of the access granted in this Section shall be made with as little inconvenience to the Lessee and the Project Owner as practicable. No non-emergency entry shall be made to a residential dwelling unit without at minimum 24 hours' prior notice and arrangement with the Lessee and the Project Owner's affected tenant(s). Work in the Flat Creek Apartments in a non-emergency nature shall be done

during weekdays from 7:00 AM to 7:00 PM. In the case of emergency, no such notice shall be required; however, Owner shall use reasonable efforts to notify Lessee and the Project Owner's affected tenant(s) of its intent to exercise its right under this Lease for such emergency or unplanned work. Any damage to any portion of the Project Real Property or the Flat Creek Apartments as a result of the exercise of the access granted in this Section shall be promptly restored to as near the original condition as possible by the Owner at Owner's sole cost and expense.

ARTICLE VII LESSEE'S RIGHT TO ASSIGN, MORTGAGE, OR SUBLEASE THE LEASEHOLD INTEREST

7.1 Right to Mortgage.

7.1.1 The Lessee may obtain financing to facilitate the development, construction, maintenance and operation of Flat Creek Apartments or for other purposes, and may secure that financing with a mortgage or trust indenture and with a collateral assignment of the Lessee's rights under this Lease. Lessee is responsible for submitting an application for financing to a Lender, and for qualifying for a loan by meeting all loan criteria and satisfying all requirements imposed by a Lender in connection with the financing.

7.1.2 The Lessee may mortgage or encumber Flat Creek Apartments and the Lessee's rights under this Lease only with the written consent of the Owner or as expressly set forth herein. Unless as otherwise waived by the Owner, not less than thirty (30) days prior to the date on which the Lessee requests the Owner's consent to a mortgage to be effective, the Lessee shall furnish to the Owner copies of every document to be executed in connection with the transaction represented by such mortgage. The Owner may choose to consent to any mortgage, and in so doing shall designate such mortgage as a "Permitted Mortgage." However, the Owner shall not be required to consent to a mortgage if (a) at the time such copies of documents are submitted and at the time proposed by the Lessee for the execution of such documents, no default is then outstanding under this Lease; and (b) the mortgage so submitted is a Permitted Mortgage as defined in Section 7.2 of this Lease.

7.2 Permitted Mortgage. A "Permitted Mortgage" shall be a mortgage, deed of trust or Declaration of Restrictive Covenants (hereinafter "Mortgage") which meets the following requirements:

- (a) The Mortgage must run in favor of either (i) a so-called "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, a pension and/or profit-sharing fund or trust, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision, (ii) a "community development financial institution" as certified by the U.S. Department of the Treasury, or similar non-profit lender to housing projects for low

and moderate income people, or (iii) if a Declaration of Restrictive Covenants, WCDA, which shall be deemed the “Permitted Mortgagee” with respect to such ;

- (b) Notwithstanding anything to the contrary in this Lease, prior to exercising any remedy for any Event of Default, the Owner shall provide notice of such Event of Default to each Permitted Mortgagee, and shall allow an additional cure period during which any Permitted Mortgagee may cure the Event of Default, which cure period shall be an additional sixty (60) days after the later of (i) the expiration of any cure period provided to the Lessee under this Lease, and (ii) receipt by such Permitted Mortgagee of such notice; provided, however, that if such Event of Default cannot with reasonable diligence be cured within sixty (60) days, then such period will be as is reasonably practicable so long as the Lessee or another party has commenced a cure with reasonable promptness and continues to make diligent and reasonable efforts to cure such default as soon as practicable. In addition, in the case of an Event of Default that can only be cured by the applicable Permitted Mortgagee obtaining possession of the property through foreclosure or otherwise, the Owner shall grant to such Permitted Mortgagee such additional period of time which is necessary to obtain possession of the property. The Owner agrees to accept payment or performance of any obligation of the Lessee hereunder, or the cure of any Event of Default hereunder, by any Permitted Mortgagee as though such payment, performance, or cure had been rendered by the Lessee;
- (c) The Mortgage, the note which it secures, and related documentation must not contain any provisions which could be construed as rendering the Owner or any subsequent holder of the Owner’s interest in and to this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by the note and the Mortgage or any part thereof;
- (d) The Mortgage, the note which it secures, and related documentation must contain provisions to the effect that the holder of the Mortgage shall not look to the Owner or the Owner’s interest in the Project Real Property, but will look solely to the Lessee, the leasehold estate created by this Lease, Flat Creek Apartments or such other buildings and improvements which may from time to time exist on the Project Real Property, for the payment of the debt secured thereby or any part thereof (It is the intention of the parties hereto that the Owner’s consent to such Mortgage shall be without any liability on the part of the Owner for any deficiency judgment);

- (e) Without limiting any other right hereunder, the Owner specifically consents to the following mortgages and encumbrances to be entered into in connection with the financing for Flat Creek Apartments: (1) the Project Owner's construction mortgage of the Project Owner's leasehold estate pursuant to the Hilltop Construction Loan; (2) the Project Owner's permanent mortgage of the Project Owner's Leasehold estate pursuant to the Hilltop Permanent Loan (3) the Project Owner's mortgage of the Project Owner's leasehold estate in favor of WCDA pursuant to the WCDA HOME Program Loan; (4) the Project Owner's mortgage of the Project Owner's leasehold estate in favor of WCDA pursuant to the WCDA HTF Program Loan; and (5) the Project Owner's Project Declarations, each pursuant to any future loan or loan commitment to be negotiated or entered into between the parties, and each of the mortgages and encumbrances in favor of Lender, Hilltop, and WCDA, related to any of the foregoing shall be deemed a Permitted Mortgage for all purposes hereunder; and
- (f) A Permitted Mortgagee shall have the right to (i) perform any term, covenant or condition for, and to remedy any default by, the Lessee hereunder within the time periods specified herein, and the Owner shall accept such performance with the same force and effect as if furnished by the Lessee, and (ii) to perform any obligation under this Lease.
- (g) In the event of a default of any of the mortgagor's obligations under the Mortgage, the Permitted Mortgagee may provide the necessary consent, which consent shall not be unreasonably withheld, to the Owner to cure such default in the mortgagor's name and on the mortgagor's behalf, provided that current payments due to the Permitted Mortgagee over the time period as may be required to cure such defaults are made to the Permitted Mortgagee.

7.3 Rights of Lender.

7.3.1 The rights of a holder of a Permitted Mortgage (referred to in this Lease as a "Lender") shall be as set forth in this section.

7.3.2 A Lender shall without requirement of consent by the Owner have the right, but not the obligation, to:

- (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance by a Lender being effective as if it had been undertaken and performed by the Lessee;

- (b) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Lender.

7.3.3 Lender shall not, as a condition to the exercise of its rights under the Lease, be required to assume personal liability for the payment and performance of the obligations of the Lessee under the Lease. Any such payment or performance or other act by Lender under the Lease shall not be construed as an agreement by Lender to assume such personal liability except to the extent Lender actually takes possession of the collateral granted to the Lender under the Lender's loans documents with the Lessee (the "Security") and the premises. If Lender does take possession of the Security and thereupon transfers the Security, any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Lender shall automatically be released from personal liability under the Lease.

7.3.4 If title to the estates of both the Owner and the Lessee shall be acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Lender, so long as Lender owns any interest in the Security or in a Permitted Mortgage. If the estate of the Owner is owned at any time by the Lessee (regardless of a merger), or by any person in which the Lessee has a direct or indirect interest, Lender shall not be obligated to cure any default of the Lessee under the Lease as condition to the forbearance by the Owner in the exercise of the Owner's remedies as provided in the Lease. Notwithstanding anything to the contrary herein, if any lien granted on the leasehold estate or assignment of any lease of the leasehold estate made to any Permitted Mortgagee and the fee title to the Project Real Property shall at any time become vested in one owner, the lien created under any trust deed granted or assignment made to the Permitted Mortgagee shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Permitted Mortgagee shall continue to have and enjoy all of the rights and privileges of lender, beneficiary, and assignee and, if applicable, fee title owner, as to the separate estates. In addition, upon the foreclosure of any such lien or assignment, any leases or subleases then existing and created by the Owner or the Lessee, shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Permitted Mortgagee, its successor or assign, or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Permitted Mortgagee, its successor or assign, or any such purchaser shall constitute a termination of any lease or sublease unless Permitted Mortgagee, its successor or assign, or such purchaser shall give written notice of such termination to such tenant or subtenant.

7.3.5 Any amendments to this Lease shall be subject to the written approval of Lender, which approval shall not be unreasonably withheld or delayed. The passage of thirty (30) days after submittal to Lender of a proposed amendment without approval or disapproval by Lender shall be deemed approval thereof. Neither the Lessee nor the Owner shall take any action to cancel or surrender this Lease, or to modify the terms of this Lease if such modification would (i) shorten the term of this Lease, (ii) increase the obligations of the Lessee, (iii) modify the economic terms of this Lease, or (iv) modify the provisions of this Article VII, without the prior written consent of each Permitted Mortgagee and the Investor as defined herein, which consent shall not be unreasonably withheld, conditioned,

or delayed. No termination of this Lease by the Lessee shall be permitted or effective unless with the prior written consent of the first priority Lender.

7.3.6 If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, the Owner shall enter into a new lease of the Project Real Property with the Lender (or with any party designated by the Lender, subject to the Owner's approval, which approval shall not be unreasonably withheld), if the Lender cures all defaults under the Lease which can be cured by the payment of money, and makes a written request for such a new lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance. The Owner will provide the new lease within thirty (30) days after receiving a written request for a new lease from the Lender. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and will be upon all the terms and provisions contained in the Lease, except that the Lender or the party designated by the Lender will be the Lessee thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Project Real Property as the Lease. The provisions of this Section shall survive the termination, rejection, or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by the Owner, the Lessee, and the Lender. Any new lease entered into pursuant to this subsection shall be subject to the provisions of the Project Declarations to the same extent as this Lease, to the extent such provisions remain in effect.

7.3.7 The Owner shall have no right to terminate the Lease during such time as the Lender has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same. Foreclosure of any Permitted Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Mortgage, or any conveyance to a Mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of the Owner or constitute a breach of any provision of or a default under this Lease, and upon such foreclosure, sale or conveyance, the Owner shall recognize the purchaser at the foreclosure sale, even if said purchaser is a Permitted Mortgagee, or the person or entity to which title is conveyed by deed in lieu or other proceedings as the Lessee. Provided, however, that any foreclosure or conveyance in lieu of foreclosure or other appropriate proceedings shall not operate to terminate the Tenant Protections provided in Section 6(c) of the Tax Credit Declaration in favor of the WCDA or, if the Secretary of the Treasury determines that acquisition of the Project or any Project building by such foreclosure, conveyance or proceedings is part of an arrangement to terminate the Occupancy Restrictions in the Tax Credit Declaration, to terminate the Tax Credit Declaration.

7.3.8 If the Owner sends a notice of default under the Lease to the Lessee, the Owner shall also send a notice of the Lessee's default to Lender. Such notice shall be given in the manner set forth in Section 13.1 of the Lease to the Lender at the address, which has been given by the Lender to the Owner, by a written notice to the Owner sent in the manner set forth in said Section 13.1 of the Lease.

7.3.9 The Owner shall cooperate with the Lessee in amending this Lease from time to time to add any provision which may reasonably be requested in writing by any Permitted Mortgagee or prospective Permitted Mortgagee for the purpose of implementing the provisions contained in this Lease related to Permitted Mortgages and Permitted Mortgagees and allowing such Permitted Mortgagee or prospective Permitted Mortgagee reasonable means to protect or preserve the lien of its security documents and the value of its security. The Owner agrees to execute and deliver (and to acknowledge if necessary for recording purposes) such documents as may be reasonably necessary to effect any such amendment upon approval of the documents by the Owner, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no such amendment shall be made without the consent of the Investor and no such amendment shall in any way: (A) affect or change the term of this Lease, (B) affect or change the Lease Fee or any other amounts payable to the Owner under this Lease, (C) encumber the fee interest of the Owner in the Project Real Property, or (D) interfere with the Owner's continuing "control" of the Project Real Property

7.3.10 In no event shall the Owner require the Lessee to perform an unusual or unique obligation that would be difficult or impossible for a Permitted Mortgagee to replicate.

7.3.11 The Owner hereby approves the recordation of any financing documents necessary to provide funds for construction of the Improvements.

ARTICLE VIII

LIABILITY, INSURANCE, DAMAGE AND DESTRUCTION, EMINENT DOMAIN

8.1 Lessee's Liability. The Lessee assumes sole responsibility and liability to persons and authorities related to the Lessee's possession, occupancy, and use of the Project Real Property.

8.2 Indemnification of the Owner. The Lessee shall defend, indemnify, and hold the Owner harmless against all liability, and claims of liability for injury or damage to person or property, from any cause on or about the Project Real Property. The Lessee waives all claims against the Owner for such injury or damage. However, the Owner shall remain liable (and the Lessee shall not indemnify and defend the Owner against such liability or waive such claims of liability) for injury or damage due to the grossly negligent or intentional acts or omissions of the Owner or the Owner's agents or employees.

8.3 Payment by the Owner. If the Owner shall be required to pay any sum whatsoever that is the Lessee's responsibility or liability, the Lessee shall promptly reimburse the Owner for such payment and for reasonable expenses caused thereby.

8.4 Insurance.

8.4.1 The Lessee shall, at the Lessee's sole expense, keep Flat Creek Apartments and all Improvements on the Project Real Property continuously insured against loss or damage by fire and the extended coverage hazards for the full replacement value of such Flat Creek Apartments and Improvements.

8.4.2 The Lessee shall, at the Lessee's sole expense, maintain continuously in effect liability insurance covering the Project Real Property and its appurtenances in the amounts of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person; and Two Million Dollars (\$2,000,000.00) for injury to or death of any number of persons in one occurrence; and Two Million Dollars (\$2,000,000.00) for property damage. The dollar amounts of this coverage shall be adjusted upon the Owner's demand given not more often than annually, upon thirty (30) days' notice to the Lessee, to the amount of coverage typically maintained by responsible landowners in the area at the time of the adjustment. Such insurance shall specifically insure the Lessee against all liability assumed under this Lease, as well as all liability imposed by law, and shall also list the Owner as a loss payee and an additional named insured so as to create the same liability on the part of insurer as though separate policies had been written for the Owner and the Lessee. Notwithstanding anything in this Section 8.4(b) to the contrary, if as a result of the Flat Creek Apartments Financing Requirements, the Lessee is required to carry higher dollar insurance coverage than provided above, then the Lessee shall maintain the higher coverage required.

8.4.3 The Lessee shall provide the Owner with copies of all policies and renewals of policies. All policies shall also contain endorsements providing that they shall not be cancelled, reduced in amount or coverage, or otherwise modified by the insurance carrier involved without at least thirty (30) days prior written notice to the Owner. The Owner shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance.

8.5 Damage or Destruction.

8.5.1 In the event of fire or other damage to Flat Creek Apartments, the Lessee shall take all steps necessary to assure that the Project Real Property is safe and that the damaged Flat Creek Apartments does not constitute a danger to persons or property. The Lessee shall also promptly take steps to assure the repair of such damage and the restoration of the Flat Creek Apartments to its condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible.

8.5.2 If Flat Creek Apartments suffers substantial damage, and the Lessee, using reasonable judgement and relying on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than eighty percent (80%) of the cost of repair and restoration, (provided the Lessee has fulfilled all of the hazard insurance requirements set forth in Section 8.4 above), then the Lessee may terminate this Lease by written notice to Owner given not later than sixty (60) days after the event that caused the damage. However, such termination shall not be effective until the later of (i) forty-five (45) days after the date upon which the notice is received by the Owner, or (ii) the date that the Lessee completes the removal of the damaged Flat Creek Apartments from the Project Real Property. During this forty-five (45) day period, the Owner may seek an adjustment from the insurer so as to increase the available insurance proceeds to an amount covering at least eighty percent of the cost of repair and restoration. If successful in securing such adjustment, the Owner may render the Lessee's termination notice null and void by written notice to the Lessee

within such forty-five (45) day period. If the Owner fails to nullify the termination notice in this way, then this Lease shall terminate at the expiration of the forty-five (45) day period, and any insurance proceeds payable to the Lessee on account of such damage shall be paid as provided below.

8.5.3 The insurance proceeds shall be paid first to cover any expenses of, collecting the proceeds, and second to the costs of removing the damaged Flat Creek Apartments from the Project Real Property. Remaining proceeds shall be paid to the Lessee (or its Lender to the extent required by the Permitted Mortgage) up to the then applicable Owner's Maximum Resale Price (as of immediately prior to the damage) calculated according to the provisions of Article IX below. The balance of such proceeds, if any, shall be paid to the Owner.

8.5.4 Notwithstanding anything to the contrary in this Lease, at any time any amount is owing to a Permitted Mortgagee under a promissory note executed in connection with a loan, and all other documents executed in connection with the loan (the "Loan Documents"), all proceeds from fire or extended coverage insurance or other insurance against casualty paid in connection with the Project Real Property, and all other improvements on the Project Real Property, and the leasehold interest in the Project Real Property shall be paid to such Permitted Mortgagee with a first priority lien and applied in accordance with the terms of such Loan Documents; provided, however, the amount paid to such Permitted Mortgagee shall not exceed the amount owing to the Permitted Mortgagee under the Loan Documents. Notwithstanding the provisions of this Lease or any lien encumbering the Owner's fee interest in the Project Real Property, a Permitted Mortgagee shall be entitled to participate in the adjustment and resolution of any insurance claim and to be represented in the proceeding by counsel of its own choice, and the Owner and the Lessee will deliver or cause to be delivered to the Permitted Mortgagee such instruments and documentation as may be requested by Permitted Mortgagee from time to time to permit such participation. In addition, each policy of insurance obtained hereunder shall name Permitted Mortgagee as an additional insured and loss payee/mortgagee. Neither the Owner nor the Lessee may cancel or amend any insurance policies hereunder without the prior written consent of Permitted Mortgagee, provided however that any changes to the insurance policies hereunder that are still consistent and meet the insurance requirements of the Permitted Mortgagee will not require the consent of the Permitted Mortgagee.

8.6 Eminent Domain and Public Dedication.

8.6.1 If the Project Real Property is taken or condemned, either in its entirety or to such extent that the Flat Creek Apartments is lost or damaged beyond repair, by reason of eminent domain or other action of public or quasi-public authority prior to the expiration of this Lease, the Lease shall terminate as of the date the Lessee is required to give up possession of Flat Creek Apartments and the entire amount of any award(s) paid shall be allocated in the way described in Section 8.5(c) above for insurance proceeds.

8.6.2 If a taking of a portion of the Project Real Property that does not result in damage to Flat Creek Apartments or substantial reduction in the usefulness or desirability

of Flat Creek Apartments for residential purposes, then any monetary compensation for such taking shall be allocated entirely to the Owner. If a taking of a portion of the Project Real Property results in damage to Flat Creek Apartments only to such an extent that Flat Creek Apartments can reasonably be restored to a residential use consistent with this Lease, the Owner may, in its discretion, allocate some or all of the monetary compensation to enable the Lessee to accomplish such a restoration. Any balance remaining after or in the absence of such allocation shall be allocated as provided above for a taking of the entire Project Real Property.

8.6.3 Any and all proceedings brought by a party in connection with any damages as a result of any taking referred to in this Section shall be conducted at the sole expense of such party. If any provision of law requires that such proceedings be brought by or in the name of any owner or lessee of the premises, such party shall join in such proceedings or permit the same to be brought in its name. Each party agrees to do all acts and to execute all documents that may be required to enable the other to maintain such proceedings. If the party required to join in the proceedings incurs any cost or expense in doing so, such party shall be entitled to reasonable reimbursement and this entitlement shall constitute a first charge against any award.

8.6.4 Notwithstanding anything to the contrary in this Lease, at any time any amount is owing to a Permitted Mortgagee under a promissory note executed in connection with a loan, and all other Loan Documents, all proceeds from a taking or condemnation by reason of eminent domain or other action of public or quasi-public authority paid in connection with the Project Real Property, and all other improvements on the Project Real Property, and the leasehold interest in the Project Real Property shall be paid to such Permitted Mortgagee with a first priority lien and applied in accordance with the terms of such Loan Documents; provided, however, the amount paid to such Permitted Mortgagee shall not exceed the amount owing to the Permitted Mortgagee under the Loan Documents. Notwithstanding the provisions of this Lease or any lien encumbering the Owner's fee interest in the Project Real Property, if any proceeding in condemnation is filed, the Permitted Mortgagee shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and the Owner and the Lessee will deliver or cause to be delivered to the Permitted Mortgagee such instruments and documentation as may be requested by Permitted Mortgagee from time to time to permit such participation.

8.7 Reassessment of Rental Value. In the event of any taking that reduces the size of the Project Real Property but does not result in the termination of the Lease, the Owner shall reassess the fair rental value of the remaining Premises and shall adjust the Lease Fee if necessary to assure that the monthly fee does not exceed an affordable value of the premises for use as restricted by the Lease.

ARTICLE IX

TRANSFER, SALE OR DISPOSITION OF FLAT CREEK APARTMENTS

9.1 Intent. It is the express understanding and intent of the parties that the terms of this Lease, and in particular of this Article IX, are intended to preserve the affordability of Flat Creek Apartments for lower income individuals.

9.2 Transfers. Subject to all the restrictions and limitations on transfers made part of the Flat Creek Apartments Financing Requirements, including but not limited to the project Transfer Restrictions in Section 3(l) of the Tax Credit Declaration, the Lessee may transfer, sell or dispose of its interest in the Project Real Property or the Flat Creek Apartments subject to the Owner's review and purchase option rights set forth in this Article IX. Any purported transfer done without following the procedures set forth below, except in the case of a transfer to a Lender in lieu of foreclosure, shall be null and void.

9.3 Lessee's Notice of Intent to Sell. If the Lessee wishes to assign its interest in the Project Real Property and sell Flat Creek Apartments, the Lessee shall notify the Owner, in writing, of such wish (a "Notice of Intent to Sell"). The Notice of Intent to Sell shall include a statement as to whether the Lessee has identified a prospective buyer as of the date of the Notice of Intent to Sell.

9.4 Appraisal. As soon as possible after receipt of the Lessee's Notice of Intent to Sell by the Owner, a market valuation of the Project Real Property and the Flat Creek Apartments (the "Appraisal") shall be performed by a mutually acceptable and duly licensed appraiser. The Lessee shall pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to the Project Real Property and Flat Creek Apartments were held in fee simple absolute, disregarding the restrictions of this Lease on the use of the Project Real Property and the transfer of the Flat Creek Apartments. However, the Appraisal shall take into account any income restrictions encumbering the Project Real Property and the Flat Creek Apartments. The Appraisal shall state the values contributed by the Project Real Property and by the Flat Creek Apartments as separate amounts with the total being referred as the "Maximum Resale Price." Copies of the Appraisal are to be provided to both the Owner and the Lessee.

9.5 Lessee's Right to Designate a Buyer.

9.5.1 The Lessee may, no later than three (3) months after the date of the Appraisal, notify the Owner in writing that the Lessee has identified a prospective buyer. If the Lessee identifies a prospective buyer more than three (3) months after the date of the Appraisal, the Lessee must obtain a new version of the Appraisal, which is dated within three (3) months of the date that the Lessee notifies the Owner that the Lessee has identified a prospective buyer. If the Lessee has thus identified a prospective buyer, then the Lessee shall furnish to the Owner, or cause to be furnished to the Owner, the documents required by Section 9.2 of this Lease. Additionally, the Lessee shall provide a copy of the buy-sell agreement entered into between the Lessee and the prospective buyer.

9.5.2 No sale or other disposition shall be effective unless and until the Owner, within thirty (30) days of receipt of all of the documents and information listed in the paragraphs above, approves the sale, confirming in writing that the prospective buyer understands and accepts the terms of the Lease and that the price and other terms of sale are consistent with the terms of the Lease. If the Owner determines that the proposed buyer or proposed sale are not permitted under the terms of the Lease of the Flat Creek Apartments Financing Requirements, then the Owner shall respond with written notice to the Lessee of this determination.

9.5.3 Upon receipt of the Owner's approval as described above, the Lessee may proceed to sell Flat Creek Apartments and assign the Lease to the prospective buyer. The Lessee shall complete such sale and assignment within sixty (60) days of receipt of approval of the proposed sale.

9.6 Owner's Purchase Option and Agreement to Cooperate. Upon receipt of a Notice of Intent to Sell from the Lessee, the Owner shall have the option to purchase Flat Creek Apartments (the "Purchase Option") at the Maximum Resale Price. The Purchase Option is designed to further the purpose of preserving the affordability of Flat Creek Apartments for succeeding income-qualified persons while taking fair account of the investment of labor and capital by the Lessee. Any purchase of Flat Creek Apartments by Owner or Owner's affiliate pursuant to this subsection shall be subject to the project Transfer Restrictions in Section 3(l) of the Tax Credit Declaration. Notwithstanding anything to the contrary contained in this Article 9, the option to purchase the Investor's Interest in the Project Owner or Flat Creek Apartments granted to the Managing Member of the Project Owner under the Operating Agreement shall not trigger the Owner's Purchase Option under this Section 9.6.

9.7 Exercise of the Owner's Purchase Option.

9.7.1 The Owner may elect to exercise the Purchase Option within a sixty (60) day period beginning ten (10) days after the Lessee's receipt of the Appraisal unless Lessee has, by such time, given notice identifying a prospective buyer. If the Lessee has identified a prospective buyer but for any reason the sale to such prospective buyer cannot be completed, then the Owner may elect to exercise the Purchase Option within a sixty (60) day period beginning at such time as the Owner receives written notice from the Lessee that the sale to such prospective buyer cannot be completed. In either case, the Owner shall notify the Lessee in writing of its election to exercise the Purchase Option within the applicable sixty (60) day period.

9.7.2 If the Owner gives notice of election to exercise the Purchase Option, the Owner shall then complete the purchase of Flat Creek Apartments within sixty (60) days of the date on which it gives such notice. If the Owner either fails to give such notice within the time permitted or fails to complete the purchase within the time permitted, the Purchase Option shall expire.

9.7.3 Exercise of the Purchase Option may be accomplished by the Owner's assignment of the Option to an affiliate who then completes the purchase of the Flat Creek Apartments within the required period. The time permitted for the exercise of the Purchase Option may be extended by mutual agreement of the Owner and the Lessee.

9.8 If Purchase Option Expires. If the Purchase Option has expired and the Owner has determined that the sale is permitted under this Lease and the Flat Creek Apartments Financing Requirements, the Lessee may sell Flat Creek Apartments and assign the Lease for not more than the then applicable Maximum Resale Price.

ARTICLE X ASSIGNMENT

10.1 Terms and Conditions. Except as otherwise provided in Article VII (including Permitted Mortgages), Article IX, and as contemplated by the Ground Lease Assignment and Assumption Agreement, the Lessee shall not assign, sublease, sell or otherwise convey any of the Lessee's rights under this Lease without the prior written consent of the Owner, which consent is not to be unreasonably withheld, conditioned or delayed. If the Owner's permission under this Section 10.1 is granted, any assignment, sublease, sale, or conveyance shall be subject to the following conditions as applicable:

- (a) Any such assignment, sublease, sale or conveyance shall be subject to all of the terms of this Lease, and Permitted Mortgage assumed or not otherwise released at the time of the transfer by the transferee and to the project Transfer Restrictions in Section 3(l) of the Tax Credit Declaration.
- (b) Except as expressly set forth herein, the Lessee will not sublet or permit the Project Real Property and Flat Creek Apartments or any part thereof to be used by others. It is agreed that the licensing of the use of the Project Real Property and Flat Creek Apartments or a part thereof, even though on a non-exclusive basis, shall be deemed a subletting. Notwithstanding in this Article X, the Owner consents to the lease of the individual tenant units located within Flat Creek Apartments to Tenants qualifying under the Flat Creek Apartments Financing Requirements.
- (c) Except as expressly set forth herein, this Lease shall be assignable and able to be mortgaged by the Lessee without any limitations or restrictions.

10.2 Documentation Required. No sale, assignment, or other transfer of the Lessee's rights as lessee under this lease (whether voluntarily, by action of law, for value, by gift, by will or by intestacy) will be valid or binding upon the Owner unless and until a document executed by the Owner has been recorded in the office of the County Clerk and Recorder of Teton County, Wyoming, in which the Owner consents to the sale, assignment, conveyance or other transfer. No sublease by the Lessee will be valid or binding upon the Owner unless and until the Owner gives its written consent to the sublease, not to be unreasonably withheld, but the written consent to a sublease does not need to be recorded. All requests made by the Lessee to the Owner for consent to a sale, assignment, sublease or other transfer must be made in writing, and must be accompanied by the following information and documents:

- (a) Copies of all documents relating to the sale or other transfer, including but not limited to purchase agreements, deeds, assignments, settlement statements, and wills.

- (b) An appraisal prepared for use in determining the Maximum Resale Price of the Flat Creek Apartments when required by this Lease.
- (c) Any other documents, which the Owner may reasonably request to provide evidence of whether the sale, assignment, sublease, or other transfer complies with the requirements of this Lease.

10.3 Owner Permitted to Assign. The Owner is permitted to assign its interest under this Lease however, the assignment shall be subject to all of the terms of this Lease, and provided, further, that the Owner shall not assign the Lease or encumber the Project Real Property without the Lessee's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and the consent of the Investor. In the event the Lessee and Investor grant such consent, any such encumbrance shall be subordinate to this Lease, and any current or future Permitted Mortgage. In the event Owner mortgages or hypothecates its ownership of the Land and Owner's interest in this Lease, any such fee mortgage or encumbrance shall at all times be subject and subordinate to this Lease, the leasehold estate of Lessee created hereby, and any new lease given pursuant to Article VII (the mortgagee or beneficiary under any such fee mortgage being called herein the "Fee Mortgage") and provided that any Fee Mortgagee shall enter into a non-disturbance and attornment agreement with Tenant and its Permitted Mortgagee.

ARTICLE XI DEFAULT

11.1 Monetary Default by the Lessee. It shall be an event of default if the Lessee fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by the Lessee or a Lender within thirty (30) days after notice of such failure is given by the Owner to the Lessee and Lender.

11.2 Non-monetary Default by the Lessee. It shall be an event of default if the Lessee fails to abide by any other material term or condition in this Lease, and such failure is not cured by the Lessee or a Lender within sixty (60) days after notice of such failure is given by the Owner to the Lessee and Lender. However, in the case where the Lessee or Lender has commenced to cure such default within such sixty (60) day period and is continuing such cure with all due diligence but cannot by the exercise of due diligence cure such default within such period, such period shall be extended for such additional period as may be reasonably required under the circumstances to complete such cure.

11.3 Default by the Lessee Resulting from Judicial Process. It shall be an event of default if the estate hereby created is taken on execution or by other process of law, or if the Lessee is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the Lessee for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Lessee's property by a court of competent jurisdiction, or if a petition is filed for the reorganization of the Lessee under any provisions of the Bankruptcy Act now or hereafter enacted, or if the Lessee files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

11.4 Termination.

11.4.1 In the case of any of the events of default described above, the Owner may send a written notice of default to the Lessee. The Owner will send a copy of each notice of default to each mortgage holder that has notified the Owner in writing of the existence of its mortgage and the address to which notices of default should be sent. If the Owner notifies the Lessee in writing that the Lessee is in default under this Lease, and the Lessee fails to cure the default within the time frame specified according to Sections 11.1, 11.2 and 11.3 of this Lease, or within any longer period of time designated by the Owner, then the Owner may, without making further notice or demand upon the Lessee, terminate this Lease and initiate summary proceedings against the Lessee. Pursuant to such proceedings, without demand or notice, the Owner may enter any part of the Project Real Property and repossess the entire Project Real Property and expel the Lessee and those claiming rights through the Lessee and remove their effects without being guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. If this Lease is terminated by the Owner, or if the Owner re-enters the Project Real Property pursuant to an event of default under this Lease, the Lessee agrees to pay and be liable for any unpaid Lease Fee, damages which may be due or sustained prior to or in connection with such termination or re-entry, and all reasonable costs, fees and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Owner in pursuit of its remedies under this Lease.

11.4.2 If the Owner elects to terminate the Lease, then the Lender shall have the right (subject to Article VII above) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Lender or its designee to acquire the Lessee's interest in the Lease by foreclosure of its mortgage or otherwise.

11.4.3 The exercise of any right or remedy available to the Owner under agreement, at law, or in equity shall not prevent the Owner from exercising any other such remedy.

11.4.4 Notwithstanding anything to the contrary contained herein, if an event of default occurs, prior to exercising any remedies hereunder, the Owner shall give the Lessee, the Investor, and Hilltop simultaneous written notice of such default. Any notice delivered to the Lessee shall be deemed ineffective and not delivered until a copy of the notice is delivered to Investor as set forth herein. The Owner hereby agrees that any cure of any default made or tendered by Investor or Hilltop shall be deemed to be a cure by the Lessee, and accepted or rejected on the same basis as if made or tendered by the Lessee. Furthermore, notwithstanding anything to the contrary herein, the withdrawal, removal, and/or replacement of the Lessee or the Project Owner's managing members as permitted under the Operating Agreement for cause in accordance with the Lessee's governing document shall not require the consent of the Owner and shall not constitute a default hereunder. The interest of the Investor in the Lessee shall be transferable without the consent of the Owner and ownership interests in the Investor shall be transferable without the consent of the Owner.

11.4.5 Notwithstanding anything to the contrary contained herein, if an event of default occurs, Investor and Hilltop must have received notice of said default no less than ninety (90) days prior to Owner terminating this Lease.

11.5 Default by the Owner. Owner shall in no event be in default in the performance of any of its obligations under the Lease unless and until the Owner has failed to perform such obligations within sixty (60) days after receipt of notice of such default, or such additional time as is reasonably required to correct any default, after notice by the Lessee to the Owner properly specifying the Owner's failure to perform any such obligation.

ARTICLE XII ARBITRATION

12.1 Arbitration Process.

12.1.1 Should any grievance or dispute arise between the Owner and Lessee concerning the terms of this Lease, which cannot be resolved by normal interaction, the following arbitration procedure shall be used.

12.1.2 The Owner or the Lessee shall attempt to agree upon a disinterested arbitrator. If the Owner and the Lessee cannot agree upon a disinterested arbitrator, then the parties will each notify the other by written notice of its selection of a disinterested arbitrator. Within fifteen (15) days of the receipt of this written notice, the other party may give written notice to the first party appointing a disinterested arbitrator of its own choice. These two arbitrators shall select a third arbitrator. If the other party fails to name an arbitrator within fifteen (15) days of receiving the notice from the first party, the arbitrator selected by the first party shall be the sole arbitrator.

12.1.3 The arbitrator or arbitrators shall hold a hearing within thirty (30) days of the initial written notification by the initiator of the arbitration process. At the hearing, the Owner and the Lessee shall each have an opportunity to present evidence and question witnesses in the presence of the other. As soon as reasonably possible, and in no event later than fifteen (15) days after the hearing, the arbitrator or arbitration panel shall make a written report to the Owner and the Lessee of its findings and decisions, including a personal statement by each arbitrator of their decision and the reasons for it. The arbitrators shall decide the dispute or claim in accordance with the substantive law of the jurisdiction and what is just and equitable under the circumstances. The decisions and awards of the majority of the arbitration panel shall be binding and final. The prevailing party will have the right to enforce the award rendered by the arbitrator or arbitrators by entering a judgment upon the award in any court having jurisdiction over the matter.

ARTICLE XIII GENERAL PROVISIONS

13.1 Notices. Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to Owner:	Town of Jackson Attn: Town Clerk 150 E Pearl Avenue PO Box 1687 Jackson, Wyoming 83001
If to Lessee:	Jackson/Teton County Housing Authority P.O. Box 714 Jackson, Wyoming 83001
If to Project Owner	Flat Creek Apartments, LLC c/o Blueline Development, Inc 1004 South Ave. West Missoula, Montana 59801
With copies to	RSEP Holding, LLC c/o Red Stone Equity Partners, LLC 1100 Superior Avenue, Suite 1640 Cleveland, OH 44114 Attention: General Counsel
With copies to	Applegate & Thorne Thomsen, P.C. 425 S. Financial Place, Suite 1900 Chicago, IL 60605 Attention: Bennett P. Applegate, Esq.
With copies to:	Hilltop Bank 300 Country Club Road Casper, Wyoming 82609

All notices, demands, and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

13.2 Low Income Housing Tax Credit. Notwithstanding anything contained in this Lease to the contrary the use of the Project Real Property and Flat Creek Apartments by the Lessee shall at all times comply with the rules of the Low-Income Housing Tax Credit Program administered by the U.S. Department of Treasury. In addition, The Owner and the Lessee are prohibited from engaging in any activity or from using the Flat Creek Apartments or the Project Real Property for any purposes or use that would cause the loss of tax credits issued pursuant to Section 42 of the Internal Revenue Code to the Flat Creek Apartments.

13.3 Severability and Duration of Lease. If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease nor give rise to any cause of action of the Lessee or the Owner against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that their respective options to purchase and all other rights under

this Lease shall continue in effect for the full term of this Lease and any renewal thereof, and such options and other rights shall be considered to be coupled with an interest.

13.4 Waiver.

13.4.1 The waiver by the Owner at any given time of any term or condition of this Lease, or the failure of the Owner to take action with respect to any breach of any such term or condition, shall not be deemed to be a waiver of such term or condition with regard to any subsequent breach of such term or condition, or of any other term or condition of the Lease. The Owner may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by the Owner before being effective.

13.4.2 The subsequent acceptance of Lease Fee payments by the Owner shall not be deemed to be a waiver of any preceding breach by the Lessee of any term or condition of this Lease, other than the failure of the Lessee to pay the particular lease fee so accepted, regardless of the Owner's knowledge of such preceding breach at the time of acceptance of such lease fee payment.

13.5 Owner's Right to Prosecute or Defend. The Owner shall have the right, but shall be under no obligation, to prosecute or defend, in its own or the Lessee's name, any actions, or proceedings appropriate to the protection of its title to, and the Lessee's interest in the Project Real Property. Whenever requested by the Owner, the Lessee shall give the Owner all reasonable aid in any such action or proceeding.

13.6 Construction. Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

13.7 Captions and Table of Contents. The captions and table of contents appearing in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

13.8 Parties Bound; Amendment. This Lease sets forth the entire agreement between the Owner and the Lessee with respect to the leasing of the Project Real Property; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by the Owner and the Lessee or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

13.9 Computation of Time. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Lease shall fall upon a Saturday, a Sunday, or any legal holiday, whether state or federal, the party having the privilege or duty shall have until 5:00 p.m. on the next regular business day to exercise the privilege or discharge the duty.

13.10 Governing Law. This Lease shall be interpreted in accordance with and governed by the laws of the State of Wyoming, Teton County, and the Town of Jackson. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against the Owner or the Lessee.

13.11 Recording. The parties agree, as an alternative to the recordation of this Lease, to execute and record a notice of this Lease in form recordable and complying with applicable law.

13.12 Investor Provisions. Notwithstanding anything in this Lease to the contrary, the following provisions shall prevail for so long as the Investor or its affiliate is a partner in the Lessee.

- (a) The Owner shall not convey, transfer, assign, mortgage, or encumber its interest in the Project Real Property or the improvements, without the prior written consent of leasehold mortgagees and Investor;
- (b) The Owner and the Lessee shall not modify, amend this Lease, without the prior written consent of leasehold mortgagees and Investor;
- (c) The Owner shall serve upon leasehold mortgagees and Investor a copy of each notice of default that it delivers under this Lease; and
- (d) Notwithstanding anything to the contrary contained in this Article 9 or elsewhere in this Lease, the Investor may transfer its interest in the Project Owner without the Consent of the Lessor.

13.13 Environmental Matters. The Lessee does hereby warrant and represent to Owner that:

- (a) Lessee shall not cause or permit any hazardous material to be brought upon, kept, or used on or about the Project Real Property by Lessee, or its agents, employees, contractors, or invitees, except for such hazardous material as is necessary for use in Lessee's business.
- (b) Any hazardous material permitted on the Project Real Property as provided above, and all containers therefore shall be used, kept, stored, and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to that particular hazardous material.
- (c) The Lessee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, groundwater or any other body of water, if that material (as is reasonably determined by the Owner or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (A) the health, welfare, or safety of persons, whether located on the Project Real Property or elsewhere, or (B) the condition, use, or enjoyment of the building or any other real or personal property.

- (d) The Lessee shall remove and properly dispose of all solid waste located on the Project Real Property except to the extent such waste was brought onto or disposed of on the Project Real Property by the Owner, its employees, agents or contractors.
- (e) The Lessee shall deliver to Owner copies of any correspondence with or notices or documents received from the United States Environmental Protection Agency, and/or any state, county, or municipal environmental or health agency, concerning Owner's operation upon the Project Real Property.
- (f) The Lessee shall, at the Lessee's sole expense, comply with all present and hereinafter enacted environmental cleanup responsibility laws affecting the Lessee's operation on the Project Real Property. The Lessee shall, at the Lessee's sole expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority under any state or federal environmental cleanup laws concerning or arising from the Lessee's operation upon the Project Real Property.
- (g) The Parties hereby expressly agree that Lessee's obligations and liabilities hereunder shall continue for the term of this Lease, and shall survive the termination of this Lease until all state and federal governmental agencies have approved the site and have released Owner and Lessee from any further remedial or other cleanup action.
- (h) The Lessee hereby acknowledges that its failure to carry out or abide by the obligations hereunder will result in immediate and irreparable damage to the Owner that cannot be fully and adequately compensated in money damages and that will warrant preliminary and other injunctive relief. Whenever Lessee, or any of its agents, employees, contractors, or invitees, violate or are about to, or threaten to, violate the provision of this paragraph, Owner shall be entitled to a decree against Lessee requiring the specific performance of and/or enjoining the violation of the provisions of this paragraph.

13.14 Governmental Immunity. Owner nor Lessee waive their governmental immunity by entering into this Lease and specifically retain immunity and defenses available to them as a governmental entity pursuant to Wyo. Stat. Ann. §1-39-101, et seq., and all other state law.

13.15 Counterparts; Electronic Signatures. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via electronic mail (including pdf or any electronic signature

complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

Dated January ___, 2023 (the “Effective Date”)

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Lease or caused this Lease to be duly executed and delivered by their respective authorized representatives as of the Effective Date.

OWNER:

Town of Jackson, Wyoming

By _____
Hailey Morton Levinson, its Mayor

ATTEST:

By: _____
Riley Taylor, Town Clerk

LESSEE:

**Jackson/Teton County Housing Authority
Board**

By _____
Annie Kent Droppert, its Chair

ATTEST:

By _____
Justin Henry, Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT REAL PROPERTY

A PARCEL OF LAND BEING A PORTION OF PLAT T-60B, FILED IN THE OFFICE OF THE TETON COUNTY CLERK AND RECORDS IN JACKSON, WYOMING, DEPICTING THE TOWN OF JACKSON FAIRGROUNDS INCLUDING THE RODEO GROUNDS AND PUBLIC WORKS DEPARTMENT LAND LOCATED WITHIN THE NE1/4 AND SE1/4 OF SECTION 33, T.41N., R.116W., 6TH P.M., TETON COUNTY, WYOMING, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID PLAT T-60B BEING A FOUND REBAR MONUMENT; THENCE S00°39'51"W ALONG THE EAST LINE OF SAID PLAT T-60B, 583.57 FEET TO THE **POINT OF BEGINNING** OF THIS PARCEL DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING CONTINUE S00°39'51"W ALONG SAID EAST LINE, 7.68 FEET; THENCE S0°30'38"W ALONG SAID EAST LINE, 344.72 FEET TO THE SOUTHEAST CORNER OF SAID PLAT T-60B; THENCE ALONG THE SOUTH LINE OF SAID PLAT T-60B THE FOLLOWING THREE COURSES: THENCE N89°07'57"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 1197, FILED IN SAID CLERK AND RECORDS OFFICE, 40.25 FEET; THENCE N89°12'02"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 124, FILED IN SAID CLERK AND RECORDS OFFICE, 50.25 FEET; THENCE N89°15'22"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 564, FILED IN SAID CLERK AND RECORDS OFFICE, 37.59 FEET; THENCE N00°30'38"E PARALLEL WITH SAID EAST LINE, 309.75 FEET TO INTERSECT THE SOUTHERLY BACK OF CURB LINE OF SNOW KING AVENUE; THENCE EASTERLY ALONG SAID BACK OF CURB LINE THE FOLLOWING FIVE COURSES: THENCE N56°56'47"E, 32.60 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 58.66 FEET, SAID CURVE HAVING A RADIUS OF 119.91 FEET, A CENTRAL ANGLE OF 28°01'51" AND CHORD BEARING N68°30'44"E, 58.08 FEET; THENCE N88°14'22"E, 9.61 FEET; THENCE S89°57'45"E, 20.25 FEET; THENCE N85°00'08"E, 17.32 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION CONTAINING 1.00 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

EXHIBIT B

LESSEE'S RIGHT OF FIRST REFUSAL

Whenever the Lessee under this Lease shall have a Right of First Refusal as to certain property, the following procedures shall apply. If the Owner of the Project Real Property shall offer it for sale within the term of this Lease and receives a bona fide offer to purchase the property, which the Owner is willing to accept, the Lessee shall have the following rights:

- A. The Owner shall be given written notice of such offer to the Lessee setting forth (i) the name and address of the prospective purchaser thereof, (ii) the purchase price offered, and (iii) all other terms and conditions of the sale. The Lessee shall have a period of ninety (90) days after the receipt of the notice (the "Election Period") containing the offer within which to elect to purchase the property on the same terms and conditions, including the purchase price set forth in the notice. However, such purchase price shall be reduced by the Initial Lease Payment and the total amount of Lease Fees paid by the Lessee at the time the Lessee exercises this Right of First Refusal. Such election shall be made by a written notice given to the Owner with the Election Period.
- B. If the Lessee makes the election to purchase the property, such purchase shall be made within ninety (90) days after such election shall have been made by the Lessee (or if the notice shall specify a later date for closing, such date) by performance of the terms and conditions of the notice, including payment of the purchase provided therein.
- C. Should the Lessee fail to make any election with the Election Period, the Owner shall have the right (subject to any other applicable restrictions in the Lease) to go forward with the sale which the Owners desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the notice. If the sale is not consummated with such one (1) year period, the Owner's right to sell shall end, and all of the foregoing provisions of this **Exhibit "B"** shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one (1) year period, the purchaser shall purchase subject to a renewed right of first refusal in said property.

25363052v1

RETURN TO:

Blueline Development, Inc.
Attn. Kelly Gill
1004 South Ave. West
Missoula, Montana 59801

**FLAT CREEK APARTMENTS GROUND LEASE ASSIGNMENT
AND ASSUMPTION AGREEMENT**

This Flat Creek Apartments Ground Lease Assignment and Assumption Agreement (the “Assignment”) is made effective the date this Assignment is recorded (the “Effective Date”), among the **Town of Jackson, Wyoming**, (the “Owner”), whose mailing address is P.O. Box 1687, Jackson, Wyoming 83001, the **Jackson/Teton County Housing Authority Board**, whose mailing address is 320 S King St., P.O. Box 714 Jackson, Wyoming 83001 (the “Assignor”), and **Flat Creek Apartments, LLC**, a Wyoming limited liability company, whose address is c/o Blueline Development, Inc., 1004 South Ave. West, Missoula, Montana 59801 (the “Assignee”).

The Parties stipulate and recite that:

- A.** Owner owns the parcel of land located at 400 West Snow King Avenue, Jackson, Wyoming that is legally described in the attached **Exhibit “A”** (the “Project Real Property”).
- B.** Owner and the Assignor entered into that certain Town of Jackson, Wyoming Flat Creek Apartments Ground Lease Agreement dated July 18, 2022.
- C.** Owner and the Assignor entered into that certain Amended and Restated Town of Jackson, Wyoming Flat Creek Apartments Ground Lease Agreement dated January __, 2023.
- D.** Owner and the Assignor entered into that certain Notice of Ground Lease Town of Jackson, Wyoming, Flat Creek Apartments, dated January __, 2023, and recorded January __, 2023, as Document No. _____ in the Clerk and Records Offices for Teton County, Wyoming (the “Notice of Ground Lease” together with the Ground Lease the “Ground Lease Documents”).
- E.** A goal of the Owner and the Assignor is to stimulate the supply of affordable housing among low-income people in Teton County, Wyoming by providing access to housing for such persons at affordable rents at Flat Creek Apartments.

F. Owner has determined the shortage of affordable housing opportunities is a growing burden of the Town of Jackson and part of its governmental function.

G. Owner has determined that the Property is suited for affordable housing opportunities for the benefit of the community and Assignee desires to lease the Project Real Property for development into affordable rental housing units.

H. In furtherance of the Owners and Assignor's goals of developing affordable rental housing units on the Project Real Property, the Assignor and the Owner have agreed to assign any and all right, title and interest of Assignor in, and any and all obligations under the Ground Lease Documents to the Assignee, and the Assignee has agreed to assume any and all right title and interest of the Assignor in, and any and all obligations under the Ground Lease Documents.

I. To effectuate the assignment of the Ground Lease Documents from the Assignor to the Assignee, the Owner, Assignor and Assignee have agreed to enter into this Flat Creek Apartments Ground Lease Assignment and Assumption Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals provided above shall be incorporated into this Assignment as if they were set forth herein.

2. Defined Term. Capitalized terms not defined herein shall have the meanings set forth in the Ground Lease Documents.

3. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns, conveys, transfers, and sets over unto Assignee any and all right, title and interest of Assignor in and any and all obligations under the Ground Lease Document. By its execution of this Assignment, Assignee agrees to assume and perform all obligations of Assignor under the Ground Lease Documents from and after the date of this Assignment.

4. Assignor's Representation and Warranty. Assignor represents and warrants that it: (a) has received no written notice of any uncured default under the Ground Lease Documents; (b) has operated the Project Real Property in accordance with the terms, restrictions and covenants provided for in the Ground Lease Documents; and (c) has no knowledge of the occurrence of any event or circumstance at the Project Real Property, that has not been cured, which with the passage of time could cause an event of default under the Ground Lease.

5. Owner's Consent. Pursuant to Article 10.1 of the Ground Lease, by signing this Assignment, the Owner consents to the assignment and assumption of the Ground Lease Documents as provided in this Assignment.

6. Legal Fees. In the event any legal action is commenced to interpret or to enforce the terms of this Assignment, or to collect damages, or to seek any other remedy as a result of any breach of this Assignment, the substantially prevailing party in such action shall be awarded from the substantially non-prevailing party all reasonable legal fees and costs incurred in such action.

7. Governing Law. This Assignment shall be construed under and forced in accordance with the laws of the State of Wyoming.

8. Further Assurances. Assignor and Assignee each agree to execute and deliver to the other party, upon demand, such further documents, instruments and conveyances, and shall take such further actions, as are necessary or desirable to effectuate this Assignment.

9. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives, and assigns of the parties hereto.

10. Counterparts; Electronic Signatures. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Assignment as well as any facsimile or other reproduction hereof.

[SIGNATURES ON FOLLOWING PAGES]

OWNER:

Town of Jackson, Wyoming

By _____
Hailey Morton Levinson,, its Mayor

ATTEST:

By _____
Riley Taylor, Town Clerk

STATE OF WYOMING)
 : ss.
COUNTY OF TETON)

This instrument entitled Flat Creek Apartments Ground Lease Assignment and Assumption Agreement was acknowledged before me on January __, 2023, by Hailey Morton Levinson, as Mayor, and Riley Taylor, as Town Clerk of Town of Jackson, Wyoming.

(SEAL)

Notary Public for the State of Wyoming

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

ASSIGNOR:

Teton/Jackson County Housing Authority Board

By _____
Annie Kent Droppert, its Chair

ATTEST:

By _____
Justin Henry, Clerk

STATE OF WYOMING)
 : ss.
COUNTY OF TETON)

This instrument entitled Flat Creek Apartments Ground Lease Assignment and Assumption Agreement was acknowledged before me on January __, 2023, by Annie Kent Droppert, as Boar Chair and Justin Henry, as Clerk, of the Teton/Jackson County Housing Authority Board.

(SEAL)

Notary Public for the State of Wyoming

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

ASSIGNEE:

FLAT CREEK APARTMENTS, LLC,
a Wyoming limited liability company

By: Iko, LLC, a Wyoming limited liability
company, its managing member

By: BlueLine, LLC, a Montana limited
liability company, its sole member

By: _____
Name: _____
Title: _____

STATE OF MONTANA)
 : ss.
COUNTY OF MISSOULA)

This instrument entitled Flat Creek Apartments Ground Lease Assignment and Assumption Agreement was acknowledged before me on January ____, 2023, by _____, as a member of BlueLine, LLC, a Montana limited liability company, which is the sole member of IKO, LLC, a Wyoming limited liability company, which is the managing member of Flat Creek Apartments, LLC.

(SEAL)

Notary Public for the State of Wyoming

EXHIBIT A LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PLAT T-60B, FILED IN THE OFFICE OF THE TETON COUNTY CLERK AND RECORDS IN JACKSON, WYOMING, DEPICTING THE TOWN OF JACKSON FAIRGROUNDS INCLUDING THE RODEO GROUNDS AND PUBLIC WORKS DEPARTMENT LAND LOCATED WITHIN THE NE1/4 AND SE1/4 OF SECTION 33, T.41N., R.116W., 6TH P.M., TETON COUNTY, WYOMING, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID PLAT T-60B BEING A FOUND REBAR MONUMENT; THENCE S00°39'51"W ALONG THE EAST LINE OF SAID PLAT T-60B, 583.57 FEET TO THE **POINT OF BEGINNING** OF THIS PARCEL DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING CONTINUE S00°39'51"W ALONG SAID EAST LINE, 7.68 FEET; THENCE S0°30'38"W ALONG SAID EAST LINE, 344.72 FEET TO THE SOUTHEAST CORNER OF SAID PLAT T-60B; THENCE ALONG THE SOUTH LINE OF SAID PLAT T-60B THE FOLLOWING THREE COURSES: THENCE N89°07'57"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 1197, FILED IN SAID CLERK AND RECORDS OFFICE, 40.25 FEET; THENCE N89°12'02"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 124, FILED IN SAID CLERK AND RECORDS OFFICE, 50.25 FEET; THENCE N89°15'22"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 564, FILED IN SAID CLERK AND RECORDS OFFICE, 37.59 FEET; THENCE N00°30'38"E PARALLEL WITH SAID EAST LINE, 309.75 FEET TO INTERSECT THE SOUTHERLY BACK OF CURB LINE OF SNOW KING AVENUE; THENCE EASTERLY ALONG SAID BACK OF CURB LINE THE FOLLOWING FIVE COURSES: THENCE N56°56'47"E, 32.60 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 58.66 FEET, SAID CURVE HAVING A RADIUS OF 119.91 FEET, A CENTRAL ANGLE OF 28°01'51" AND CHORD BEARING N68°30'44"E, 58.08 FEET; THENCE N88°14'22"E, 9.61 FEET; THENCE S89°57'45"E, 20.25 FEET; THENCE N85°00'08"E, 17.32 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION CONTAINING 1.00 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

RETURN TO:

Blueline Development, Inc.
Attn. Kelly Gill
1004 South Ave. West
Missoula, Montana 59801

**NOTICE OF GROUND LEASE
Town of Jackson, Wyoming, Flat Creek Apartments**

NOTICE IS HEREBY GIVEN effective upon the recording of this Notice, that **Town of Jackson, Wyoming**, whose address is 150 E. Pearl Avenue, P.O. Box 1687, Jackson, Wyoming 83001 (referred to in this Notice as the “Owner”), has entered into a Ground Lease Agreement dated July 18, 2022, which has been amended in its entirety by the Amended and Restated Ground Lease Agreement, with **Jackson/Teton County Housing Authority Board**, whose address is 320 S King St., P.O. Box 714, Jackson, Wyoming 83001 (referred to in this Notice as the “Lessee”), with respect to the real property located in Teton County, Wyoming, described as follows (referred to in this Notice as the “Land”):

See attached Legal Description- “Exhibit A”

SPECIFICALLY EXCLUDING ANY AND ALL IMPROVEMENTS

The term of the Ground Lease is ninety-nine (99) years. The Ground Lease includes provisions which: (a) restrict the sale price of the Land, (b) restrict the individuals to whom the Land may be sold and the Ground Lease may be assigned, (c) restrict the purposes for which the Land may be used, (d) grant the Owner a purchase option over the improvements to the Land, and (f) grant the Lessee a right of first refusal with respect to the Land.

This document is an abstract of the Ground Lease. A full and complete copy of the Ground Lease will be provided to any person upon request, by the Owner, at the requesting parties cost.

[SIGNATURES ON FOLLOWING PAGE]

LESSEE:

Jackson/Teton County Housing Authority Board

By _____
Annie Kent Droppert, its Chair

ATTEST:

By _____
Justin Henry, Clerk

STATE OF WYOMING)
 : ss.
COUNTY OF TETON)

This instrument entitled Notice of Ground Lease was acknowledged before me on January ___, 2023, by Annie Kent Droppert, as Board Chair, and Justin Henry, as Board Clerk, of the Teton/Jackson County Housing Authority Board.

(SEAL)

Notary Public for the State of Wyoming

[Signatures continue on following page]

OWNER:

Town of Jackson, Wyoming

By _____
Hailey Morton Levinson, its Mayor

ATTEST:

By _____
Riley Taylor, Town Clerk

STATE OF WYOMING)
 : ss.
COUNTY OF TETON)

This instrument entitled Notice of Ground Lease was acknowledged before me on _____, 2023, by Hailey Morton Levinson, as Mayor, and Riley Taylor, as Town Clerk, of Town of Jackson, Wyoming.

(SEAL)

Notary Public for the State of Wyoming

EXHIBIT A

Legal Description

A PARCEL OF LAND BEING A PORTION OF PLAT T-60B, FILED IN THE OFFICE OF THE TETON COUNTY CLERK AND RECORDS IN JACKSON, WYOMING, DEPICTING THE TOWN OF JACKSON FAIRGROUNDS INCLUDING THE RODEO GROUNDS AND PUBLIC WORKS DEPARTMENT LAND LOCATED WITHIN THE NE1/4 AND SE1/4 OF SECTION 33, T.41N., R.116W., 6TH P.M., TETON COUNTY, WYOMING, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID PLAT T-60B BEING A FOUND REBAR MONUMENT; THENCE S00°39'51"W ALONG THE EAST LINE OF SAID PLAT T-60B, 583.57 FEET TO THE **POINT OF BEGINNING** OF THIS PARCEL DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING CONTINUE S00°39'51"W ALONG SAID EAST LINE, 7.68 FEET; THENCE S0°30'38"W ALONG SAID EAST LINE, 344.72 FEET TO THE SOUTHEAST CORNER OF SAID PLAT T-60B; THENCE ALONG THE SOUTH LINE OF SAID PLAT T-60B THE FOLLOWING THREE COURSES: THENCE N89°07'57"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 1197, FILED IN SAID CLERK AND RECORDS OFFICE, 40.25 FEET; THENCE N89°12'02"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 124, FILED IN SAID CLERK AND RECORDS OFFICE, 50.25 FEET; THENCE N89°15'22"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 564, FILED IN SAID CLERK AND RECORDS OFFICE, 37.59 FEET; THENCE N00°30'38"E PARALLEL WITH SAID EAST LINE, 309.75 FEET TO INTERSECT THE SOUTHERLY BACK OF CURB LINE OF SNOW KING AVENUE; THENCE EASTERLY ALONG SAID BACK OF CURB LINE THE FOLLOWING FIVE COURSES: THENCE N56°56'47"E, 32.60 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 58.66 FEET, SAID CURVE HAVING A RADIUS OF 119.91 FEET, A CENTRAL ANGLE OF 28°01'51" AND CHORD BEARING N68°30'44"E, 58.08 FEET; THENCE N88°14'22"E, 9.61 FEET; THENCE S89°57'45"E, 20.25 FEET; THENCE N85°00'08"E, 17.32 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION CONTAINING 1.00 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

Return to:

Flat Creek Apartments, LLC
c/o Blueline Development, Inc.
Attn. Kelly Gill
1004 South Ave. West
Missoula, Montana 59801

TO: **Hilltop National Bank, RSEP Holding, LLC, Red Stone Equity Manager, LLC, and First American Title Company**

FROM: **Town of Jackson, Wyoming**

RE: **Flat Creek Apartments, 400 West Snow King Avenue, Jackson, Wyoming 83001**

GROUND LEASE ESTOPPEL CERTIFICATE AND CONSENT

Town of Jackson, Wyoming ("Lessor"), as landlord, **Jackson/Teton County Housing Authority Board** ("Lessee"), as tenant, and **Flat Creek Apartments, LLC**, a Wyoming limited liability company ("Project Owner"), as the improvements owner, are parties to that certain Town of Jackson, Wyoming Flat Creek Apartments Ground Lease Agreement dated as of July 18, 2022, which was entirely amended and restated by the Amended and Restated Town of Jackson, Wyoming Flat Creek Apartments Ground Lease Agreement dated as of January __, 2023 (the "Ground Lease") and the Flat Creek Apartments Ground Lease Assignment and Assumption Agreement both dated as of January __, 2023 (collectively, with all amendments, modifications and supplements, the "Ground Lease Documents") a Notice of which is recorded in the real property records of the Town of Jackson, Teton County, Wyoming, with respect to the real property legally described on the attached Exhibit A (the "Land").

Hilltop Bank ("Lender"), intends to make a loan to Project Owner in the aggregate principal amount of **\$[14,700,000.00]** (the "Loan"), which Loan is or will be secured by Project Owner's leasehold interest in the Land and its fee simple interest in the building, structures, fixtures and improvements located or to be located on the Land (collectively, the "Improvements"; the Land and Improvements are collectively referred to herein as the "Premises"). In connection with the Loan, Lender, Lessee, and the Project Owner have required that Lessor execute and deliver this Ground Lease Estoppel Certificate and Consent for the benefit of Lender (this "Estoppel").

RSEP Holding, LLC, a Delaware limited liability company (“Investor”), intends to make a capital contribution to the Project Owner pursuant to the Amended and Restated Operating Agreement of the Project Owner.

Lessor hereby certifies, acknowledges and agrees as follows as of the date hereof:

Section 1. Ground Lease Documents. An accurate description of the Ground Lease Documents and all the modifications to the Ground Lease Documents, if any, are listed on Exhibit B attached to this Estoppel. The Ground Lease Documents are the only lease or agreement between Lessor, Lessee and Project Owner with respect to the Premises. All conditions precedent to the effectiveness of the Ground Lease Documents have been fully satisfied and the Ground Lease Documents are in full force and effect and is valid and enforceable against Lessor in accordance with its terms. The scheduled expiration date of the Ground Lease is July 18, 2121.

Section 2. No Ground Lease Documents Default. To the best of Lessor’s knowledge, Lessee, and the Project Owner are not in default under the Ground Lease Documents after the giving of any required notice and beyond the expiration of any applicable cure period. Lessor has not received any written notice from any governmental authority that the Premises are in violation of any laws, municipal ordinances, rules or requirements which violation remains unsettled, unresolved or uncured as of the date hereof. Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessor’s interest in the Premises.

Section 3. Consent. Lessor hereby consents to the Project Owner’s execution and recording of that certain [] (the “Mortgage”) recorded on or about the date hereof, encumbering Project Owner’s leasehold interest in the Premises granted under the Ground Lease Documents; provided however, in no event shall the Mortgage attach to or affect Lessor’s fee simple interest in the Premises or Lessor’s interest under the Ground Lease Documents. The execution and recordation of the Mortgage will not constitute a breach of or default by Lessee or the Project Owner under the Ground Lease Documents.

Section 4. Notices. Lessor acknowledges that the Lender and Investor’s address for notice and other purposes under the Ground Lease Documents is as follows:

Lender:

Hilltop Bank
300 Country Club Road
Casper, Wyoming 82609

Investor:

RSEP Holding, LLC
c/o Red Stone Equity Partners, LLC
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114
Attention: General Counsel

Section 5. Permitted Mortgagee. Lessor acknowledges that Lender is a Permitted Mortgagee under the Ground Lease and is entitled to the benefit of all protections granted to a Permitted Mortgagee under the Ground Lease, including, without limitation, Section 7.2 of the Ground Lease, without the need for providing any separate notice under the Ground Lease.

Section 6. Casualty and Condemnation Proceeds. Notwithstanding anything to the contrary in the Ground Lease, during the term of the Ground Lease, proceeds under any casualty policy of insurance maintained by the Project Owner and/or condemnation awards allocable to the Borrower's leasehold interest in the Premises and fee ownership of the Improvements shall be paid pursuant to the terms of the loan documents between Lender and the Project Owner related to the Loan, and any remaining portion of the award shall be allocated between Lessor and the Project Owner in accordance with the terms of the Ground Lease.

Section 7. Ground Lease Documents Modification. Lessor will not amend or modify the Ground Lease Documents in any manner without the prior written consent of Lender, which consent will not be unreasonably withheld.

Section 8. Title to Improvements. While the Ground Lease Documents are in effect, Project Owner holds fee title to the Improvements; provided, however, fee title to the Improvements shall vest in Lessor upon the expiration or earlier termination of the Ground Lease.

Section 9. Investor Provisions. While the Investor or its affiliate is a partner in the Project Owner the Lessor agrees that:

(a) The Lessor shall not convey, transfer, assign, mortgage, or encumber its interest in the Land or the improvements, without the prior written consent of the Permitted Mortgagees and Investor;

(b) The Lessor, Lessee and Project Owner shall not modify, amend the Ground Lease Documents, without the prior written consent of the Permitted Mortgagees and Investor;

(c) The Lessor shall serve upon the Permitted Mortgagees and Investor a copy of each notice of default that it delivers under the Ground Lease Documents; and

(d) The Investor may transfer its interest in the Project Owner without the consent of the Lessor.

Section 10. Lender and Investor Use. Lender, Investor and their successors and assigns may rely upon the truth and accuracy of the certifications contained in this Certificate, and this Certificate will be binding upon Lessor and its successors and assigns and inure to the benefit of Lender and its successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Ground Lease Estoppel Certificate and Consent is executed by Lessor as of the date reflected above.

LANDLORD:

Town of Jackson, Wyoming

By _____
Hailey Morton Levinson, its Mayor

ATTEST:

By _____
Riley Taylor, Town Clerk

STATE OF WYOMING)
 : ss.
COUNTY OF TETON)

This instrument entitled Ground Lease Estoppel Certificate and Consent was acknowledged before me on January __, 2023, by Hailey Morton Levinson, as Mayor, and Riley Taylor, as Town Clerk of Town of Jackson, Wyoming.

(SEAL)

Notary Public for the State of Wyoming

EXHIBIT A
Legal Description of Land

A PARCEL OF LAND BEING A PORTION OF PLAT T-60B, FILED IN THE OFFICE OF THE TETON COUNTY CLERK AND RECORDS IN JACKSON, WYOMING, DEPICTING THE TOWN OF JACKSON FAIRGROUNDS INCLUDING THE RODEO GROUNDS AND PUBLIC WORKS DEPARTMENT LAND LOCATED WITHIN THE NE1/4 AND SE1/4 OF SECTION 33, T.41N., R.116W., 6TH P.M., TETON COUNTY, WYOMING, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID PLAT T-60B BEING A FOUND REBAR MONUMENT; THENCE S00°39'51"W ALONG THE EAST LINE OF SAID PLAT T-60B, 583.57 FEET TO THE **POINT OF BEGINNING** OF THIS PARCEL DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING CONTINUE S00°39'51"W ALONG SAID EAST LINE, 7.68 FEET; THENCE S0°30'38"W ALONG SAID EAST LINE, 344.72 FEET TO THE SOUTHEAST CORNER OF SAID PLAT T-60B; THENCE ALONG THE SOUTH LINE OF SAID PLAT T-60B THE FOLLOWING THREE COURSES: THENCE N89°07'57"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 1197, FILED IN SAID CLERK AND RECORDS OFFICE, 40.25 FEET; THENCE N89°12'02"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 124, FILED IN SAID CLERK AND RECORDS OFFICE, 50.25 FEET; THENCE N89°15'22"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 564, FILED IN SAID CLERK AND RECORDS OFFICE, 37.59 FEET; THENCE N00°30'38"E PARALLEL WITH SAID EAST LINE, 309.75 FEET TO INTERSECT THE SOUTHERLY BACK OF CURB LINE OF SNOW KING AVENUE; THENCE EASTERLY ALONG SAID BACK OF CURB LINE THE FOLLOWING FIVE COURSES: THENCE N56°56'47"E, 32.60 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 58.66 FEET, SAID CURVE HAVING A RADIUS OF 119.91 FEET, A CENTRAL ANGLE OF 28°01'51" AND CHORD BEARING N68°30'44"E, 58.08 FEET; THENCE N88°14'22"E, 9.61 FEET; THENCE S89°57'45"E, 20.25 FEET; THENCE N85°00'08"E, 17.32 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION CONTAINING 1.00 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

EXHIBIT B
List of Ground Lease Documents

- 1. Town of Jackson, Wyoming Flat Creek Apartments, Ground Lease Agreement**
- 2. Amended and Restated Town of Jackson, Wyoming Flat Creek Apartments,
Ground Lease Agreement**
- 3. Ground Lease Assignment and Assumption Agreement**
- 4. Notice of Ground Lease**

After recording return to:
Winthrop & Weinstine, P.A. (JCH)
225 S Sixth Street
Suite 3500
Minneapolis, MN 55402

(space above this line for Recorder's use)

PARKING AND STORMWATER EASEMENT AGREEMENT

THIS PARKING AND STORMWATER EASEMENT AGREEMENT (“**Agreement**”) is made as of January __, 2023, by the TOWN OF JACKSON, WYOMING (“**Grantor**”) to and for the benefit of JACKSON/TETON COUNTY HOUSING AUTHORITY, (the “**Housing Authority**”), and FLAT CREEK APARTMENTS, LLC, a Wyoming limited liability company (“**Project Owner**” and, together with Grantor and the Housing Authority, the “**Parties**” and individually, each a “**Party**”).

RECITALS:

A. Grantor is the fee owner of certain real property situated in Jackson, Wyoming Referred to and later defined in this Agreement as the Parking Easement Area.

B. Pursuant to that certain Amended and Restated Ground Lease dated January __, 2023, by and between the Grantor, as ground lessor, and Housing Authority, as ground lessee, and as amended(the “**Ground Lease**”), Grantor is the ground lessor of certain real property situated in the Jackson, Wyoming, which real property is legally described on Exhibit A attached hereto (the “**Housing Authority Leasehold Parcel**” together with the Parking Easement Area the “**Parcels**”).

C. Pursuant to that certain Flat Creek Apartments Ground Lease Assignment and Assumption Agreement dated January __, 2023, and recorded January __, 2023, by and between the Grantor, as owner, the Housing Authority, as assignor, and the Project Owner as assignee, the Housing Authority will assign, convey transfer and set over unto the Project Owner, and the Project Owner will assume, any and all right, title and interest of the Housing Authority in and any and all obligations under the Ground Lease (the “**Ground Lease Assignment**” together with the Ground Lease the “**Ground Lease Documents**”).

D. Project Owner will develop, construct, and operate a Forty-Eight (48) unit multifamily housing complex, together with residential common areas and amenities and other related residential improvements on the Housing Authority Leasehold Parcel (the “**Flat Creek Apartments**” or “**Project**”). The Project will be operated as a “qualified low-income housing project” (as defined in Section 42(g)(1) of the Internal Revenue Code).

E. To further facilitate the development, construction and operation of the Project, the Project Owner shall demolish the existing building located on the Parking Easement Area at Project Owner's sole expense.

F. In furtherance of the Parties goal of developing affordable rental housing units on the Housing Authority Leasehold Parcel, the Owner has agreed to grant an easement to the Grantee' over and across the Parking Easement Area for the purposes set forth in more detail herein.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey to the Project Owner as follows:

1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied. The Recitals are incorporated herein by reference.

2. Grant of Easements.

(a) Grantor hereby grants to the Project Owner, and its successors and assigns, and the Parking Easement Area shall hereafter be burdened by a non-exclusive easement (the "**Easement**") over that portion of the land depicted as "**Parking Easement Area**" in Exhibit B and legally described on Exhibit C, both attached hereto for the purposes of constructing, maintaining providing and regulating vehicular parking use, together with the right of vehicular and pedestrian access, ingress and egress on, over and across the Easement Area for such purposes. The Project Owner and its agents, employees, invitees, contractors, subcontractors, tenants, tenants' guests, successors and assigns (collectively the "**Project Owner Parties**") shall have the right to use the Easement at no cost, expense, fee or charge to the Housing Authority or the Project Owner. Project Owner and the Housing Authority shall exercise its rights granted above with due regard to the rights of others and their use thereof, and shall not use the Parking Easement Area in a way that would impair the rights of Grantor or others, including, without limitation, other utilities located in the Parking Easement Area.

(b) Grantor and its agents, employees, invitees, contractors, subcontractors, tenants, tenants' guests, successors and assigns shall have the right of vehicular and pedestrian access, ingress and egress on, over and across the paved parking lot and driveways on the Housing Authority Leasehold Parcel and the Parking Easement Area to access the public alleyway which is identified as "Public Alleyway" on Exhibit B (the "**Public Alleyway**"). Grantor shall exercise its rights granted above with due regard to the rights of others and their use thereof, and shall not use the Housing Authority Leasehold Parcel and the Parking Easement Area in a way that would impair the rights of Project Owner Parties.

3. Use. The Project Owner shall construct the Parking Lot (as that term is defined below). The Project Owner shall have the exclusive right to use Thirty-Two (32) of the parking spaces within the Parking Lot. The Project Owner's Thirty-Two (32) exclusive parking spaces are identified as "Flat Creek Apartments Resident Parking" on Exhibit B (the "**Flat Creek Apartments Resident Parking**"). The Grantor shall have the exclusive right to use Forty-Five

(45) of the parking spaces within the Parking lot. The Grantor's Forty-Five (45) exclusive parking spaces are identified as "Parks and Rec Resident Parking" and "Parks and Rec Employee Parking" on Exhibit B (the "**Grantor's Parking Spaces**").

4. Stormwater Lines.

(a) The Project Owner is constructing the new Stormwater Lines as part of the Project which will be located both on the Housing Authority Leasehold Parcel and the Parking Easement Area and is identified as "Proposed Stormwater Line" on Exhibit B (the "**Proposed Stormwater Line**"). The Proposed Stormwater Line is to serve as stormwater collection for the Project. The Project Owner will be permitted to access and use the Proposed Stormwater Line and to use the Parking Easement Area to access the Stormwater Line. The Project Owner shall be solely responsible for: (i) the initial cost of constructing the Proposed Stormwater Line; (ii) shall be solely responsible for contracting with the appropriate service providers; and (iii) shall be solely responsible for the maintenance, repair, and upkeep of the Proposed Stormwater Lines. In addition to the Proposed Stormwater Lines, there are existing stormwater lines that are located both on the Housing Authority Parcel and the Parking Easement Area and are identified as "Existing Stormwater Lines" on Exhibit B (the "**Existing Stormwater Lines**"). The Project Owner will be permitted to access and use the Existing Stormwater Lines. The Grantor shall be solely responsible for the operation, maintenance, repair and upkeep of the Existing Stormwater Lines at its sole expense, and shall have access to the Existing Stormwater Lines, the Parking Easement Area and the Housing Authority Parcel only to the extent necessary to fulfil its obligations under this Section 4 of this Agreement. Grantor shall exercise its rights granted above with due regard to the rights of others and their use thereof, and shall not use the Housing Authority Leasehold Parcel and the Parking Easement Area in a way that would impair the rights of Project Owner Parties.

(b) For clarity, the Parties acknowledge that, in addition to the Existing Stormwater Lines, located both on the Housing Authority Leasehold Parcel and the Parking Easement Area, there are existing utility lines that are owned, and operated by the Grantor. Through this Agreement, the Grantor hereby reserves the right of access over, under, and all about the Housing Authority Leasehold Parcel and the Parking Easement Area for constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating and removing the stormwater, sewer and water infrastructure located on or under the Housing Authority Leasehold Parcel and the Parking Easement Area. The exercise of the access granted in this Section shall be made with as little inconvenience to the Project Owner Parties as practicable, and shall not interfere with the improvements that the Project Owner will construct as part of the Project, as shown on the site plan attached as Exhibit D. No non-emergency entry shall be made to a residential dwelling unit without at minimum 24 hours' prior notice and arrangement with the Project Owner's affected tenant(s). Work in the Flat Creek Apartments in a non-emergency nature shall be done during weekdays from 7:00 AM to 7:00 PM. In the case of emergency, no such notice shall be required; however, Grantor shall use reasonable efforts to notify the Project Owner's affected tenant(s) of its intent to exercise its right under this Agreement for such emergency or unplanned work. Any damage to any portion of the Housing Authority Leasehold Parcel, the Parking Easement Area or the Flat Creek Apartments as a result of the exercise of the access granted in this Section shall be promptly restored to as near the original condition as possible by the Grantor at Grantor's sole cost and expense

5. Construction, Maintenance and Repair of Parking Lot.

(a) Project Owner shall construct a paved surface parking lot consisting of a total of Seventy Seven (77) parking spaces within the Easement Area (the “**Parking Lot**”) at Project Owner’s sole expense. Project Owner’s Parking Lot construction will include striping, curb and gutters, stormwater drainage components, landscaping, irrigation access drive, pedestrian improvements, , and lighting, and incidentals necessary for its completion all in accordance with the local jurisdictions land development regulation and all other Project approvals.

(b) Project Owner, or its designee as may be applicable, shall be solely responsible for: (i) the maintenance, repair, and upkeep of the Parking Lot (including lighting installation, services and maintenance); monitoring and regulating the use of the Parking Lot; and (ii) for contracting with appropriate service and utility providers as needed for the Parking Lot (collectively the “**Parking Lot Operating Expenses**”). The Project Owner shall provide the Grantor a proposed annual budget for all Parking Lot Operating Expenses for the fiscal year running from July 1 to June 30 on, or before, January 1 annually. The parties shall negotiate in good faith, including a discussion of upcoming capital expenses, and have a final budget for the Parking Lot Operating Expenses by February 1.

(c) Notwithstanding the above, the Project Owner and the Grantor shall share the Parking Lot Operating Expenses. The allocation of the total Parking Lot Operating Expenses shall be determined as follows: (1) the Project Owner shall pay the portion of the Parking Lot Operating Expenses equal to the total amount of Parking Lot Operating Expenses multiplied by a fraction where the numerator is equal to number of parking spaces within the Flat Creek Apartments Resident Parking and the denominator is equal to the number of parking spaces within the entire Parking Lot; and (2) the Grantor shall pay the portion of the Parking Lot Operating Expenses equal to the total amount of Parking Lot Operating Expenses multiplied by a fraction where the numerator is equal to number of parking spaces within the Grantor’s Parking Spaces and the denominator is equal to the number of parking spaces within the entire Parking Lot. The Grantor’s portion of the Parking Lot Operating Expenses shall be invoiced to the Grantor at the address provided herein not less frequently than annually and shall be payable within Thirty (30) days of invoicing.

6. Indemnification. Project Owner agrees to indemnify, defend, and hold Grantor, and its officers, partners, directors, employees, agents, tenants, licensees, invitees, successors and assigns (collectively, the “**Grantor Parties**”) harmless from and against any and all liability, loss, claims, damages, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, and for any and all injury to persons or damage to property, that arise from or out of a breach of the Project Owner’s covenants and obligations hereunder and/or its negligence or willful acts or omissions, except to the extent caused by the negligent or willful acts or omissions of the Grantor Parties. Grantor agrees to indemnify, defend, and hold Project Owner, and its officers, partners, directors, employees, agents, tenants, licensees, invitees, successors and assigns (collectively, the “**Project Owner Parties**”) harmless from and against any and all liability, loss, claims, damages, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, and for any and all injury to persons or damage to property, that arise from or out of a breach of the Grantor’s covenants and obligations hereunder and/or its negligence or willful

acts or omissions, except to the extent caused by the negligent or willful acts or omissions of the Project Owner Parties.

7. Transferability, Assignment and Termination. The Parties to this Agreement hereby acknowledge and agree that the Easement and any other rights conferred by this Agreement, are intended to and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns. Project Owner has the right to assign its rights and obligations under this Agreement to any third-party without Grantor's consent. Notwithstanding the foregoing, the Easement shall automatically terminate and this Agreement shall have no further force and effect upon the expiration of the Ground Lease.

8. Representations and Warranties of Grantor.

- (a) Grantor is the sole owner of the Parking Easement Area.
- (b) Grantor has the full right, power and interest to enter into and make this Agreement for the benefit of Grantee.
- (c) The Project Owner's easement rights hereunder shall not be defeased, impaired or adversely affected by superior title.

9. Investor Member Rights. The Investor Member or Special Investor Member (as those terms are defined in the Amended and Restated Operating Agreement of the Project Owner) shall have the ability to cure any defaults of the Project Owner under this Agreement. Any notices provided to or demands made upon the Project Owner shall also be provided to the Investor Member and Special Investor member at the following addresses:

c/o Red Stone Equity Partners, LLC
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114
Attention: General Counsel

10. Insurance. The Project Owner has agreed to insure the Housing Authority Leasehold Parcel in the amounts provided for and agreed to in the Ground Lease Documents. Grantor will, at its cost and expense, maintain in force a policy of insurance against loss or damage to the Parking Easement Area in a form and amount consistent with what the Grantor maintains for other equivalent parking areas in the town of Jackson, Wyoming. Grantor shall apply the proceeds of such insurance to restoring or repairing any damage or loss to the Parking Easement Area.

11. Miscellaneous.

(a) No Agency. Nothing in this Agreement shall be deemed or construed by either Party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Parties.

(b) No Rights in Public; No Implied Easements. Nothing in this Agreement may be construed as creating any rights in the general public or as dedicating for public use any portion of any of the Easement or the Parcels.

(c) Applicable Law. This Agreement shall be interpreted, construed and enforced and the applicable rights of the Parties hereto governed in accordance with the laws of the State of Wyoming.

(d) Amendments. This Agreement may be modified or amended only by a written instrument executed by Grantor, the Housing Authority, and the Project Owner, or their successors and assigns.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings whether written or oral.

(f) Counterparts. This Agreement may be executed in separate counterparts, all of which shall be originals and all of which together shall constitute one and the same instrument.

(g) Immunity. Notwithstanding anything herein that could be construed to the contrary, Grantor does not waive its governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

(h) Notices. With respect to any notices required to be given under the terms of this Agreement, such notices shall be deemed given and effective (i) three calendar days after the date they are deposited in the United States mail, postage prepaid, return-receipt requested, addressed to the Parties at the following respective addresses; or (ii) the date of actual delivery by recognized national overnight delivery service such as Federal Express, UPS or Express Mail, addressed to the Parties at the following respective addresses; or (iii) the date of actual physical delivery of notice to a Party addressed to the Parties at the following respective addresses:

If to Grantor: Town of Jackson
 150 E Pearl Avenue
 PO Box 1687
 Jackson, Wyoming
 Attention: Town Clerk

If to Housing Jackson/Teton County Housing Authority
 P.O. Box 714
Authority Jackson, Wyoming 83001

If to Project	Flat Creek Apartments, LLC
Owner:	c/o Blueline Development, Inc
	1004 South Ave. West
	Missoula, Montana 59801

Any Party may change the address or addresses to which notice is to be sent by giving written notice of such change to the other Party in the manner provided herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

OWNER:

Town of Jackson, Wyoming

By _____
Hailey Morton Levinson, its Mayor

ATTEST:

By: _____
Riley Taylor, Town Clerk

STATE OF WYOMING)
 : ss.
COUNTY OF TETON)

This instrument entitled Parking and Stormwater Easement Agreement was acknowledged before me on January __, 2023, by Hailey Morton Levinson, as Mayor, and Riley Taylor, as Town Clerk of Town of Jackson, Wyoming.

(SEAL)

Notary Public for the State of Wyoming

[SIGNATURE PAGES FOLLOW]

HOUSING AUTHORITY:

Jackson/Teton County Housing Authority Board

By _____
April Norton, Housing Director

STATE OF WYOMING)
 : ss.
COUNTY OF TETON)

This instrument entitled Parking and Stormwater Easement Agreement was acknowledged before me on January ____, 2023, by April Norton as the Housing Director of the Jackson/Teton County Housing Authority Board.

(SEAL)

Notary Public for the State of Wyoming

[SIGNATURE PAGES FOLLOW]

PROJECT OWNER:

Flat Creek Apartments, LLC

a Wyoming limited liability company

By: IKO, LLC, a Wyoming limited liability company

Its: Managing Member

By: BlueLine, LLC, a Montana limited liability company

Its: Sole Member

By: _____
Nathan Richmond
Member

STATE OF MONTANA)
 : ss.
COUNTY OF MISSOULA)

This instrument entitled Parking and Stormwater Easement Agreement was acknowledged before me on January __, 2023, by Nathan Richmond, as a member of BlueLine, LLC, a Montana limited liability company, which is the sole member of IKO, LLC, a Wyoming limited liability company, which is the managing member of Flat Creek Apartments, LLC.

(SEAL)

Notary Public for the State of Montana

EXHIBIT A

(Legal Description of Housing Authority Parcel)

A PARCEL OF LAND BEING A PORTION OF PLAT T-60B, FILED IN THE OFFICE OF THE TETON COUNTY CLERK AND RECORDS IN JACKSON, WYOMING, DEPICTING THE TOWN OF JACKSON FAIRGROUNDS INCLUDING THE RODEO GROUNDS AND PUBLIC WORKS DEPARTMENT LAND LOCATED WITHIN THE NE1/4 AND SE1/4 OF SECTION 33, T.41N., R.116W., 6TH P.M., TETON COUNTY, WYOMING, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID PLAT T-60B BEING A FOUND REBAR MONUMENT; THENCE S00°39'51"W ALONG THE EAST LINE OF SAID PLAT T-60B, 583.57 FEET TO THE **POINT OF BEGINNING** OF THIS PARCEL DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING CONTINUE S00°39'51"W ALONG SAID EAST LINE, 7.68 FEET; THENCE S0°30'38"W ALONG SAID EAST LINE, 344.72 FEET TO THE SOUTHEAST CORNER OF SAID PLAT T-60B; THENCE ALONG THE SOUTH LINE OF SAID PLAT T-60B THE FOLLOWING THREE COURSES: THENCE N89°07'57"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 1197, FILED IN SAID CLERK AND RECORDS OFFICE, 40.25 FEET; THENCE N89°12'02"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 124, FILED IN SAID CLERK AND RECORDS OFFICE, 50.25 FEET; THENCE N89°15'22"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 564, FILED IN SAID CLERK AND RECORDS OFFICE, 37.59 FEET; THENCE N00°30'38"E PARALLEL WITH SAID EAST LINE, 309.75 FEET TO INTERSECT THE SOUTHERLY BACK OF CURB LINE OF SNOW KING AVENUE; THENCE EASTERLY ALONG SAID BACK OF CURB LINE THE FOLLOWING FIVE COURSES: THENCE N56°56'47"E, 32.60 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 58.66 FEET, SAID CURVE HAVING A RADIUS OF 119.91 FEET, A CENTRAL ANGLE OF 28°01'51" AND CHORD BEARING N68°30'44"E, 58.08 FEET; THENCE N88°14'22"E, 9.61 FEET; THENCE S89°57'45"E, 20.25 FEET; THENCE N85°00'08"E, 17.32 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION CONTAINING 1.00 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

EXHIBIT B

(Depiction of Easement Area)

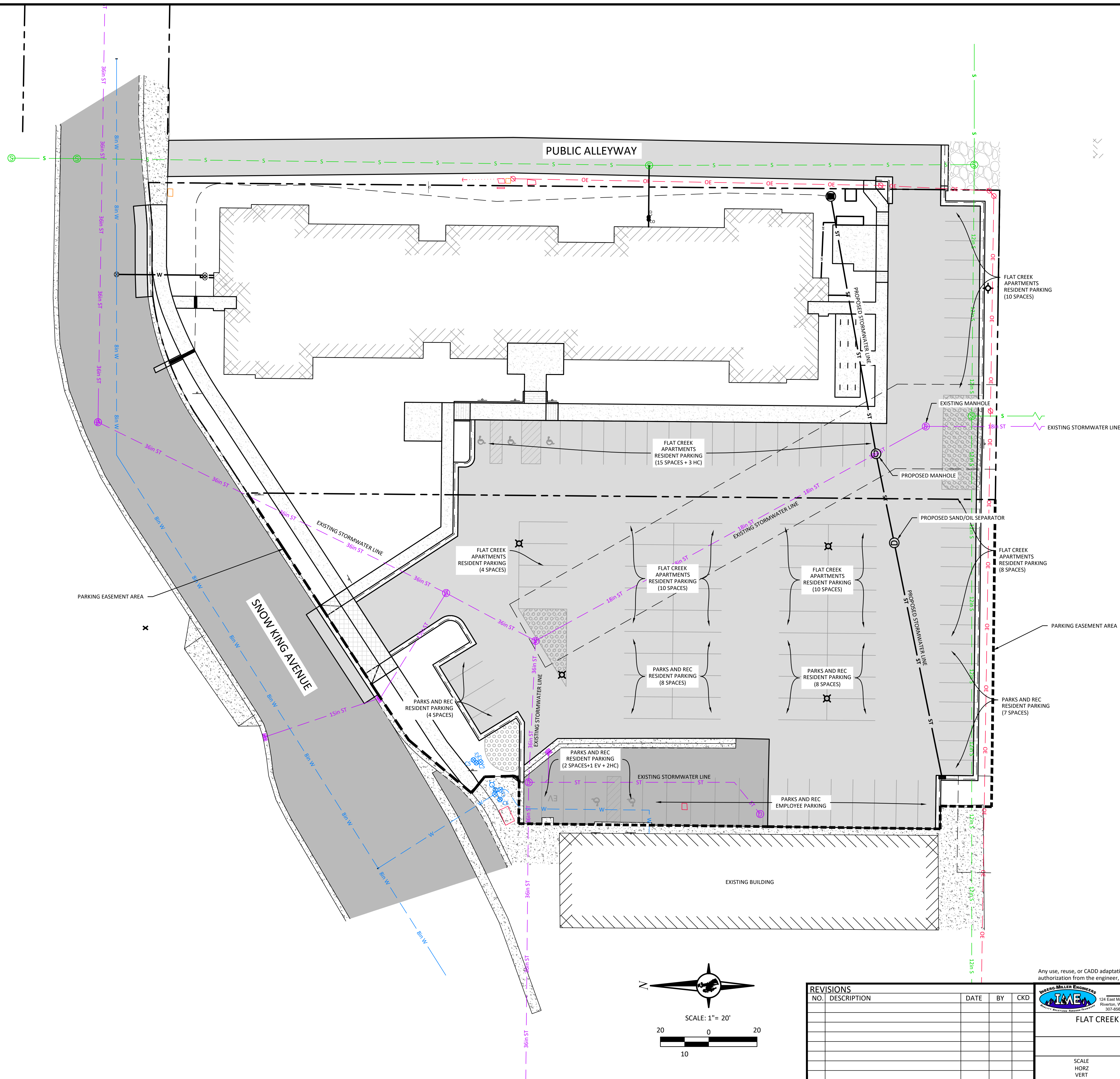


EXHIBIT C

(Legal Description of Parking Easement Area)

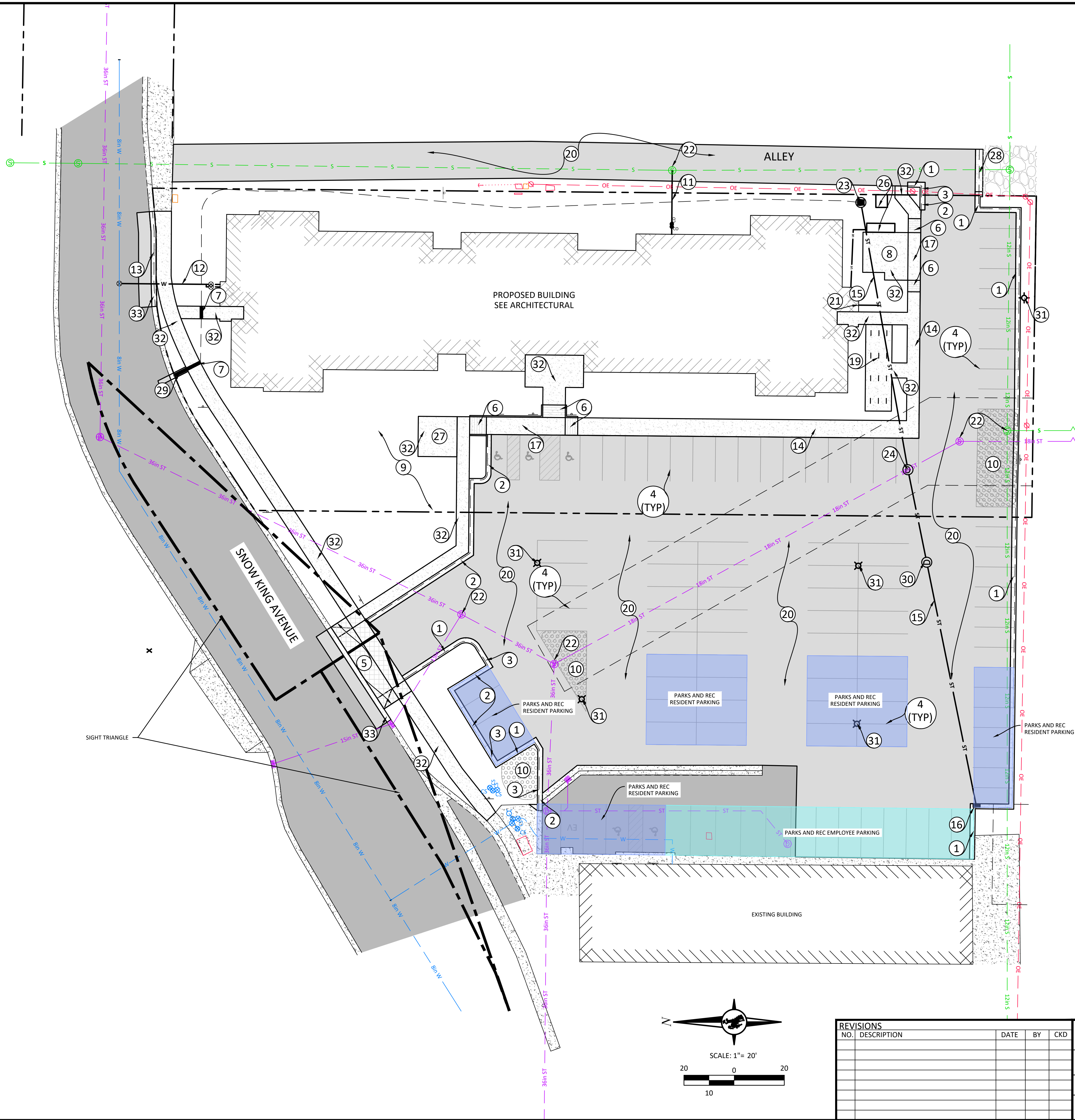
A PARKING EASEMENT BEING A PORTION OF MAP T-60B, FILED IN THE OFFICE OF THE TETON COUNTY CLERK AND RECORDS IN JACKSON, WYOMING, DEPICTING THE TOWN OF JACKSON FAIRGROUNDS INCLUDING THE RODEO GROUNDS AND PUBLIC WORKS DEPARTMENT LAND LOCATED WITHIN THE NE¼ AND SE¼ OF SECTION 33, T.41N., R.116W., 6TH P.M., TETON COUNTY, WYOMING, SAID PARKING EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID MAP T-60B BEING A FOUND REBAR MONUMENT; THENCE S0°39'51"W ALONG THE EAST LINE OF SAID MAP T-60B, 546.25 FEET; THENCE S0°30'38"W ALONG SAID EAST LINE, 344.72 FEET TO THE SOUTHEAST CORNER OF SAID MAP T-60B; THENCE ALONG THE SOUTH LINE OF SAID MAP T-60B THE FOLLOWING THREE COURSES: THENCE N89°07'57"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 1197, FILED IN SAID CLERK AND RECORDS OFFICE, 40.25 FEET; THENCE N89°12'02"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 124, FILED IN SAID CLERK AND RECORDS OFFICE, 50.25 FEET; THENCE N89°15'22"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 564, FILED IN SAID CLERK AND RECORDS OFFICE, 37.59 FEET TO THE **POINT OF BEGINNING** OF THIS PARKING EASEMENT DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING N0°30'38"E PARALLEL WITH SAID EAST LINE, 309.75 FEET TO INTERSECT THE SOUTHERLY BACK OF CURB LINE OF SNOW KING AVENUE; THENCE WESTERLY ALONG SAID BACK OF CURB LINE THE FOLLOWING FOUR COURSES: THENCE S56°56'47"W, 55.55 FEET; THENCE S56°57'39"W, 43.94 FEET; THENCE S56°11'40"W, 22.68 FEET; THENCE S40°10'10"W, 34.03 FEET; THENCE LEAVING SAID SOUTHERLY BACK OF CURB LINE OF SNOW KING AVENUE AND ALONG THE BACK OF CURB OF AN EXISTING PARKING AREA THE FOLLOWING FOUR COURSES: THENCE S51°11'47"E, 8.63 FEET; THENCE S1°28'29"E, 11.72 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 4.02 FEET, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 92°01'11" AND CHORD BEARING S44°32'07"W, 3.60 FEET; THENCE N89°27'17"W, 17.18 FEET; THENCE S0°17'03"W ALONG THE EAST EDGE OF AN EXISTING SIDEWALK, 174.50 FEET; THENCE N89°39'17"E ALONG THE EDGE OF A CONCRETE TRANSFORMER PAD, 8.16 FEET; THENCE CONTINUE ALONG SAID CONCRETE EDGE AND THE SOUTHERLY EXTENSION THEREOF S0°48'16"W, 21.27 FEET TO INTERSECT THE SOUTH LINE OF SAID MAP T-60B BEING COINCIDENT WITH THE NORTH LINE OF ASPEN HILL LOTS FILED IN SAID CLERK AND RECORDS OFFICE; THENCE S89°16'24"E ALONG SAID SOUTH LINE OF MAP T-60B, 127.13 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION CONTAINING 0.81 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

EXHIBIT D

(Site Plan)

- LEGEND**
- BRASS CAP FOUND
 - ALUMINUM CAP FOUND
 - REBAR FOUND
 - ⊕ LIGHT
 - ⊕ POLE
 - ⊕ SANITARY SEWER MANHOLE
 - ⊕ CLEAN OUT
 - ⊕ STORM SEWER MANHOLE
 - ⊕ CURB STOP
 - ⊕ EXISTING FIRE HYDRANT
 - ⊕ VALVE
 - ⊕ SIGN
 - ⊕ IRRIGATION BOX
 - ⊕ CURB INLET
 - ⊕ CATCH BASIN WITH GRATED TOP
 - PROPERTY BOUNDARY
 - OE OVERHEAD ELECTRIC
 - FO FIBER OPTIC
 - S EXISTING SANITARY SEWER
 - W EXISTING WATER
 - G GAS
 - FLOW LINE
 - EDGE OF ASPHALT
 - EDGE OF CONCRETE
 - PARKING LOT STRIPING
 - EASEMENT
 - 6000 PROPOSED CONTOUR
 - 6000 EXISTING CONTOUR
 - EXISTING FENCE
 - W PROPOSED WATER LINE
 - S PROPOSED SANITARY SEWER
 - ST PROPOSED STORM SEWER
 - FLOW LINE

- DESIGNATED PARKS AND REC RESIDENT PARKING
- DESIGNATED PARKS AND REC EMPLOYEE PARKING



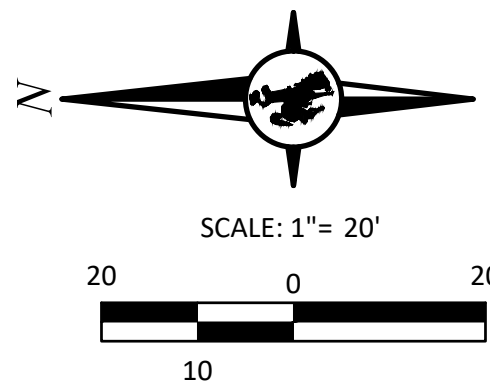
- LEGEND**
- CONCRETE SIDEWALK
 - 4-INCH PORTLAND CEMENT CONCRETE
 - 4-INCH WYDOT GRADING H BASE
 - 8-INCH RECONDITIONED NATIVE SUBGRADE
 - PROPOSED ASPHALT PAVEMENT
 - 4-INCH PLANT MIX ASPHALT
 - 8-INCH WYDOT GRADING W BASE
 - 8-INCH RECONDITIONED NATIVE SUBGRADE
 - EXISTING ASPHALT PAVEMENT TO REMAIN
 - BUILDING
 - SNOW STORAGE AREA
 - TOTAL PARKING AREA= 39,675 SQ.FT.
 - 2.5% FOR SNOW STORAGE = 992 SQ.FT.
 - PROVIDED SNOW STORAGE AREA= 1,145 SQ.FT.
 - DRIVEWAY ACCESS CONCRETE
 - 6-INCH PORTLAND CEMENT CONCRETE
 - 6-INCH WYDOT GRADING W BASE
 - 8-INCH RECONDITIONED NATIVE SUBGRADE

PAVING AND CONSTRUCTION NOTES

1. INSTALL INFLOW VERTICAL CURB AND GUTTER. SEE DETAIL ON SHEET C8.1
2. INSTALL OUTFLOW VERTICAL CURB & GUTTER. SEE DETAIL ON SHEET C8.1
3. INSTALL 4'-0" TRANSITION BETWEEN CURB & GUTTER TYPES.
4. WHITE PAINT STRIPES SHALL BE TYPICAL 4" WIDE
5. INSTALL NEW ACCESS OFF OF SNOW KING AVENUE WITH 5-FOOT ASPHALT PATCH . SEE DETAILS ON SHEET C8.5
6. INSTALL ADA COMPLIANT CURB RAMP
7. INSTALL SIDEWALK CHASE. SEE DETAILS ON SHEET C8.5
8. INSTALL TRASH ENCLOSURE. SEE ARCHITECTURAL
9. PLAYGROUND. SEE ARCHITECTURAL
10. SNOW STORAGE AREA
11. PROPOSED SANITARY SEWER SERVICE LINE. SEE DETAILS ON SHEET C6.1
12. PROPOSED WATER & FIRE SERVICE LINE. SEE DETAILS ON SHEET C7.1
13. NEW CURB & GUTTER WITH ATTACHED SIDEWALK AND 5-FOOT ASPHALT CUT & PATCH. SEE DETAILS ON SHEET C8.5
14. INTEGRAL SIDEWALK AND CURB. SEE DETAILS ON SHEET C8.1
15. PROPOSED STORM SEWER LINE. SEE DETAILS ON SHEET C5.1
16. INSTALL CURB INLET. SEE DETAILS ON SHEETS C5.1
17. CURB CUT. SEE DETAIL ON SHEET C8.1
19. INSTALL BIKE RACK. SEE ARCHITECTURAL FOR DETAILS.
20. INSTALL NEW ASPHALT PAVEMENT. SEE DETAIL ON SHEET C8.1
21. CONNECT BUILDING DRAIN COLLECTION LINE TO STORM SEWER LINE. SEE PLUMBING DETAILS FOR INTERIOR CONNECTION LOCATIONS. SEE SHEET C5.1 FOR STORM SEWER DETAILS.
22. ADJUST RIM OF EXISTING MANHOLE AS NECESSARY TO MATCH FINISHED GRADE.
23. INSTALL DRAIN BASIN WITH DOME GRATE. SEE DETAILS ON SHEET C5.1
24. INSTALL NEW STORM SEWER MANHOLE. SEE SHEET C5.1
26. ELECTRICAL TRANSFORMERS. SEE ELECTRICAL FOR DETAILS
27. INSTALL PICNIC AREA AMENITIES. SEE ARCHITECTURAL
28. INSTALL NEW VALLEY GUTTER. SEE DETAILS ON SHEET C8.2
29. CONNECT SIDEWALK CHASE TO EXISTING CURB AND GUTTER WITH 5-FOOT ASPHALT PATCH . SEE DETAILS ON SHEET C8.5
30. INSTALL NEW SAND & OIL INTERCEPTOR. SEE DETAILS ON SHEET C8.5
31. INSTALL SITE LIGHTING. SEE ELECTRICAL DRAWINGS.
32. INSTALL NEW SIDEWALK. SEE DETAIL ON SHEET C8.1
33. INSTALL NEW CURB & GUTTER WITH DETACHED SIDEWALK AND 5-FOOT ASPHALT CUT & PATCH. SEE DETAILS ON SHEET C8.1

PARKING NOTES

- REQUIRED
EXISTING BUILDING: 45 SPACES
PROPOSED BUILDING: 60 SPACES
- PROPOSED
TOTAL PARKING SPACES REQUIRED: 105 SPACES
TOTAL PARKING SPACES PROVIDED: 105 SPACES (5 HANDICAP)



REVISIONS				
NO.	DESCRIPTION	DATE	BY	CKD

Any use, reuse, or CADD adaptation of this drawing other than for the specific purpose intended, by anyone, without written authorization from the engineer, will be at the Client's risk and full legal responsibility. DO NOT SCALE DRAWING

INBERG-MILLER ENGINEERS

104 East Main Street 11201 East C Street 250 Parson Boulevard 180 West Flamingo Avenue 804 E. Richards St 1300 East US Hwy 14-18
Riverton, WY 82501 Casper, WY 82501 Cheyenne, WY 82007 Green River, WY 82633 Douglas, WY 82633 Gillette, WY 82716
307-856-8136 307-577-0806 307-435-6827 307-875-4364 307-369-7000 307-682-5000

FLAT CREEK APARTMENTS - 400 W SNOW KING AVENUE
JACKSON, WY

SCALE		DRN:	BLB:	CHK:	CDW:	DATE:	11/17/2022	JOB NO.	22628-HE	PAGE:	
HORZ		VERT									

SHEET
C3.1

THIS INSTRUMENT WAS PREPARED
BY AND SHOULD BE RETURNED
AFTER RECORDING TO:

Winthrop & Weinstine, P.A. (JCH)
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402

**TERMINATION AND RELEASE OF CONTINUING OBLIGATIONS UNDER
TERMINATION OF LEASE**

**TERMINATION AND RELEASE OF CONTINUING OBLIGATIONS UNDER
TERMINATION OF LEASE AGREEMENT** (this “Release”) is made and given this ____ day
of January, 2023 (the “Effective Date”), by the Town of Jackson, a Municipal corporation (the
“Town”).

- A. WHEREAS, the Town is subject to certain conditions, covenants and restrictions (any and all conditions, covenants and restrictions that are contained in the Termination of Lease (as defined below) shall be referred to herein as the “Applicable Restrictions”) imposed by that certain Termination of Lease recorded November 24, 1970, in Book 8, Page 99 of the Official Records of Teton County, Wyoming (the “Termination of Lease”).
- B. WHEREAS, the Termination of Lease applied certain property located in Teton County, Wyoming and more particularly described on Exhibit A (the “Subject Property”).
- C. WHEREAS, Flat Creek Apartments, LLC, a Wyoming limited liability company in conjunction with the Jackson/Teton County Housing Authority, a public body corporate and politic in the State of Wyoming and with the approval of the Town will develop, construct, own, and operate a multifamily affordable housing project know as Flat Creek Apartments located in the Town of Jackson, Wyoming (the “Project”) on the real property described on Exhibit B and the Parking Lot Easement Area described on Exhibit C, both attached hereto (collectively the “Property”), the Property is located partially or completely within the Subject Property.
- D. WHEREAS, to facilitate the development, construction and operation of the Project the Town has agreed to terminate and release the Applicable Restrictions as they pertain to the Subject Property and the Property and to release the Subject Property, the Property and Project from the Applicable Restrictions.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Recitals. All recitals set forth above are incorporated as if fully set forth herein.

2. Termination and Release of the Applicable Restrictions. The Town hereby agrees to terminate and release the Applicable Restrictions as they pertain to the Subject Property and the Property, and to release the Subject Property, the Property and Project from the Applicable Restrictions. The Applicable Restrictions shall hereafter be of no further force or effect as it they may pertain to the Subject Property, the Property and the Project.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Town executes this **TERMINATION AND RELEASE OF CONTINUING OBLIGATIONS UNDER TERMINATION OF LEASE** as of the day and year first written above.

TOWN:

Town of Jackson, Wyoming

By _____
Hailey Morton Levinson, its Mayor

ATTEST:

By _____
Riley Taylor, Town Clerk

STATE OF WYOMING)
 : ss.
COUNTY OF TETON)

This instrument entitled Termination and Release of Continuing Obligations under Termination of Lease was acknowledged before me on January __, 2023, by Hailey Morton Levinson, as Mayor, and Riley Taylor, as Town Clerk of Town of Jackson, Wyoming.

(SEAL)

Notary Public for the State of Wyoming

EXHIBIT A

(Subject Property Legal Description)

Beginning at a point in the SE1/4NE1/4 of Section 33, T.41 N, R. 116 W, 6th P.M., said point 530 feet westerly from the West line of the 2nd Karns Addition to the Town of Jackson, Teton County, Wyoming, and 400 feet southerly from the South line of the 2nd Wort Addition to the Town of Jackson, Teton County, Wyoming, official plats of the survey of said additions being on file and of record in the office of the County Clerk and Ex-Officio Register of Deeds in and for the aforesaid County, thence Westerly and parallel to the South line of the aforesaid 2nd Wort Addition, and said South line extended, for 1252 feet, thence southerly and parallel to the West line of the aforesaid 2nd Karns Addition for 934 feet, thence easterly and parallel to the South line of the aforesaid 2nd Wort Addition for 1252 feet, thence northerly and parallel to the West line of the aforesaid 2nd Karns Addition for 934 feet to the point of beginning. The tract thus enclosed containing twenty-six and eighty-five hundredths (26 85) acres, more or less, lying within the SE1/4NE1/4 and SW1/4NE1/4 of Section 33, T 41 N., R 116 W, 6th P M., together with an including all improvements thereon and all water and water rights appertaining there

EXHIBIT B
(Property Legal Description)

A PARCEL OF LAND BEING A PORTION OF PLAT T-60B, FILED IN THE OFFICE OF THE TETON COUNTY CLERK AND RECORDS IN JACKSON, WYOMING, DEPICTING THE TOWN OF JACKSON FAIRGROUNDS INCLUDING THE RODEO GROUNDS AND PUBLIC WORKS DEPARTMENT LAND LOCATED WITHIN THE NE1/4 AND SE1/4 OF SECTION 33, T.41N., R.116W., 6TH P.M., TETON COUNTY, WYOMING, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID PLAT T-60B BEING A FOUND REBAR MONUMENT; THENCE S00°39'51"W ALONG THE EAST LINE OF SAID PLAT T-60B, 583.57 FEET TO THE **POINT OF BEGINNING** OF THIS PARCEL DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING CONTINUE S00°39'51"W ALONG SAID EAST LINE, 7.68 FEET; THENCE S0°30'38"W ALONG SAID EAST LINE, 344.72 FEET TO THE SOUTHEAST CORNER OF SAID PLAT T-60B; THENCE ALONG THE SOUTH LINE OF SAID PLAT T-60B THE FOLLOWING THREE COURSES: THENCE N89°07'57"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 1197, FILED IN SAID CLERK AND RECORDS OFFICE, 40.25 FEET; THENCE N89°12'02"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 124, FILED IN SAID CLERK AND RECORDS OFFICE, 50.25 FEET; THENCE N89°15'22"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 564, FILED IN SAID CLERK AND RECORDS OFFICE, 37.59 FEET; THENCE N00°30'38"E PARALLEL WITH SAID EAST LINE, 309.75 FEET TO INTERSECT THE SOUTHERLY BACK OF CURB LINE OF SNOW KING AVENUE; THENCE EASTERLY ALONG SAID BACK OF CURB LINE THE FOLLOWING FIVE COURSES: THENCE N56°56'47"E, 32.60 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 58.66 FEET, SAID CURVE HAVING A RADIUS OF 119.91 FEET, A CENTRAL ANGLE OF 28°01'51" AND CHORD BEARING N68°30'44"E, 58.08 FEET; THENCE N88°14'22"E, 9.61 FEET; THENCE S89°57'45"E, 20.25 FEET; THENCE N85°00'08"E, 17.32 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION CONTAINING 1.00 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

EXHIBIT C

(Parking Easement Area Legal Description)

A PARKING EASEMENT BEING A PORTION OF MAP T-60B, FILED IN THE OFFICE OF THE TETON COUNTY CLERK AND RECORDS IN JACKSON, WYOMING, DEPICTING THE TOWN OF JACKSON FAIRGROUNDS INCLUDING THE RODEO GROUNDS AND PUBLIC WORKS DEPARTMENT LAND LOCATED WITHIN THE NE¼ AND SE¼ OF SECTION 33, T.41N., R.116W., 6TH P.M., TETON COUNTY, WYOMING, SAID PARKING EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID MAP T-60B BEING A FOUND REBAR MONUMENT; THENCE S0°39'51"W ALONG THE EAST LINE OF SAID MAP T-60B, 546.25 FEET; THENCE S0°30'38"W ALONG SAID EAST LINE, 344.72 FEET TO THE SOUTHEAST CORNER OF SAID MAP T-60B; THENCE ALONG THE SOUTH LINE OF SAID MAP T-60B THE FOLLOWING THREE COURSES: THENCE N89°07'57"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 1197, FILED IN SAID CLERK AND RECORDS OFFICE, 40.25 FEET; THENCE N89°12'02"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 124, FILED IN SAID CLERK AND RECORDS OFFICE, 50.25 FEET; THENCE N89°15'22"W BEING COINCIDENT WITH THE NORTH LINE OF PLAT 564, FILED IN SAID CLERK AND RECORDS OFFICE, 37.59 FEET TO THE **POINT OF BEGINNING** OF THIS PARKING EASEMENT DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING N0°30'38"E PARALLEL WITH SAID EAST LINE, 309.75 FEET TO INTERSECT THE SOUTHERLY BACK OF CURB LINE OF SNOW KING AVENUE; THENCE WESTERLY ALONG SAID BACK OF CURB LINE THE FOLLOWING FOUR COURSES: THENCE S56°56'47"W, 55.55 FEET; THENCE S56°57'39"W, 43.94 FEET; THENCE S56°11'40"W, 22.68 FEET; THENCE S40°10'10"W, 34.03 FEET; THENCE LEAVING SAID SOUTHERLY BACK OF CURB LINE OF SNOW KING AVENUE AND ALONG THE BACK OF CURB OF AN EXISTING PARKING AREA THE FOLLOWING FOUR COURSES: THENCE S51°11'47"E, 8.63 FEET; THENCE S1°28'29"E, 11.72 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 4.02 FEET, SAID CURVE HAVING A RADIUS OF 2.50 FEET, A CENTRAL ANGLE OF 92°01'11" AND CHORD BEARING S44°32'07"W, 3.60 FEET; THENCE N89°27'17"W, 17.18 FEET; THENCE S0°17'03"W ALONG THE EAST EDGE OF AN EXISTING SIDEWALK, 174.50 FEET; THENCE N89°39'17"E ALONG THE EDGE OF A CONCRETE TRANSFORMER PAD, 8.16 FEET; THENCE CONTINUE ALONG SAID CONCRETE EDGE AND THE SOUTHERLY EXTENSION THEREOF S0°48'16"W, 21.27 FEET TO INTERSECT THE SOUTH LINE OF SAID MAP T-60B BEING COINCIDENT WITH THE NORTH LINE OF ASPEN HILL LOTS FILED IN SAID CLERK AND RECORDS OFFICE; THENCE S89°16'24"E ALONG SAID SOUTH LINE OF MAP T-60B, 127.13 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION CONTAINING 0.81 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

25467688v3

STAFF REPORT



Meeting Date:	January 9, 2023	Meeting Title:	Special Meeting
Submitting Department:	Community Development/ Administration	Presenter:	Susan Scarlata
Agenda Item:	Legislative Support Contract	Public Comment:	Yes

Purpose & Policy Considerations.

For Town Council to approve a contract with a Legislative Advisor to support its work to be proactive, work on long-term strategies that will benefit the Town, and to be responsive if/when issues at the state arise that involve or are directed at the Town.

Requested Action.

Staff is requesting Town Council consider and approve the hiring of Legislative Advisor Andy Schwartz.

Recommendations.

Staff recommends approval of the attached contract with a Legislative Advisor.

Background.

Last year the Town of Jackson took first steps toward implementing a Legislative Policy Approach. The Town helped draft and worked with a legislator to submit a request for an Interim Topic. The next Legislative Session begins on January 10 and is scheduled to run through March 3.

Analysis.

At the highest level, the Town of Jackson's legislative goal is to be proactive and work on long-term strategies to build relationships, participate on statewide coalitions, support other municipalities and initiatives, and work with a Legislative Advisor to move bills through committees and the larger legislature. This includes being responsive if/when issues at the state arise that involve or are directed at the Town. This year, the Town will continue to monitor any and all bills related to its interests and policies. The proposed timeline below highlights general timeframes to keep in mind related to the Town of Jackson and the Legislature.

LEGISLATIVE APPROACH TIMELINE	January thru March 2023	April to July 2023	August to December 2023	January thru February 2024
2023 General Session & Interim Topic Submission				
2023 Session Review & Planning				
Draft, Consider, & Adopt Resolutions for WAM				
2023 Interim Session				
Adopt Legislative Policy Approach				
2024 Budget Session				

Legislative Strategist: Town Staff proposes that we hire a Legislative Advisor to assist with our related work this year. We believe our work can be supported with the following.

- Tracking and monitoring legislative developments related to local control, HOV lanes, workforce housing, property tax, local revenue options, and other issues of concern to the Town of Jackson.
- Coaching local electeds and staff about general presence during the session and testifying, if needed.

- Directly engaging and advocating on behalf of the Town during the 2023 Legislative Session.
- Providing at least weekly updates during the session and more frequent input, when necessary, and promptly informing the Town about issues arising that could affect the Town's policies or interests.
- Working with the Town to coordinate strategies and implement responses to any proposed legislation that could affect Jackson's policies and interests.
- Identifying opportunities and executing outreach to key state elected officials and stakeholders to effect successful outcomes for the Town's policies and interests.
- Tracking and sharing with Town staff if/when local proposals may have an adverse effect on the Town.
- Developing and coordinating responses, strategies, & key messages based on Town policies/interests.
- Implementing outreach, education, stakeholder engagement, opposition mitigation, and neutralization efforts related to the Town's key messages.
- Organizing testimony before elected officials on issues of concern to the Town of Jackson, if needed.
- Assisting the Town in submitting Interim Session topics.
- Supporting the Town in drafting and adopting Resolutions for consideration by WAM.
- Identifying, tracking, and informing the Town about legislative issues, activities, meetings, and actions during the Interim Legislative Session.

Staff sees engagement with Legislative Advisor as the ideal way to work on the above items and have a thorough, comprehensive presence and strategy for collaboration with the state legislature for the long-term. Up to now, the Town has worked with a Legislative Liaison twice and not been able to maintain longer-term relationships with either. This proposal to contract for a Legislative Advisor with experience working as a legislator will support the Town in being able to develop, build out, and implement long-term strategic plans to connect and partner with Wyoming's State Legislature.

Possible Alternatives. Town Council could choose to forego working with a Legislative Advisor.

Comprehensive Plan & Priority Alignment.

Engagement with the State Legislature can help our community achieve the Comprehensive Plan's aspirational goals. From Growth Management and Quality of Life to Achieving our Vision, there is regular overlap and interweaving of our community's goals with those of the state we reside in. From workforce housing to multimodal transportation and development of a diverse and balanced economy, the Town of Jackson recognizes the need for state-level support to achieve its long-term vision.

Fiscal Impact.

The attached contract shows the fiscal impact of \$25,000 for six months of services from a Legislative Advisor.

Staff Impact.

The Community Engagement Specialist has approximately 100 hours of time allotted to focus on state work with a third of those hours falling during the Legislative Session. The Interim Town Manager plans to allocate 40 hours to work on Legislative Policy. In addition, the Town Attorney supports on items, when needed, and other Directors follow various items and connect about planning and strategy, when needed.

Attachments or Links.

Agreement for Services with a Legislative Advisor.

Suggested Motion. I move to approve the Agreement for Services of a Legislative Advisor attached to this staff report, subject to minor changes by staff.

AGREEMENT FOR SERVICES OF A LEGISLATIVE ADVISOR AND CONSULTANT

This Agreement for Services ("**Agreement**") is effective the 10th day of January 2023, ("**Effective Date**") by and between the Town of Jackson, a Wyoming municipal corporation, P.O. Box 1687, Jackson, WY 83001 ("**Town**") and Andy Schwartz, a contractor in the State of Wyoming, P.O. Box 2654, Jackson, WY 83001 ("**Contractor**").

Article 1. Statement of Services

Contractor shall provide professional services as a Legislative Advisor and consultant to the Town as more fully described in **Exhibit A, Scope of Services**, which, by this reference, is hereby incorporated herein (together "**Services**").

Article 2. Term and Termination

The term of this Agreement shall commence on the Effective Date and terminate on June 30. The parties may extend the term of the Agreement by written agreement. Contractor or Town may terminate this Agreement at any time, with or without cause, by giving 15 days written notice to the other party of its intent to terminate this Agreement. All compensation earned and costs accrued prior to such termination shall be payable to Contractor.

Article 3. Compensation and Payment

Town agrees to pay Contractor, as full compensation for all Services provided hereunder, the following:

- a. \$10,000 for the month of January 2023; and
- b. \$3,000 per month for the months of February, March, April, May, and June 2023.

There shall be no travel expenses paid by the Town, and the total amount paid to Contractor for the Term shall not exceed \$25,000. Contractor shall present an appropriate invoice to the Town by the first (1st) day of every month. Contractor shall be paid within thirty (30) days of receipt of invoice. It is specifically understood and agreed to by Contractor that the amount listed for the Services is a "not to exceed" amount for completion of the overall Agreement. Contractor shall not receive compensation in excess of the total "not to exceed" amount as set forth in this Article without prior written approval of the Town. The amount of compensation shall not vary as a result of the time of day the Services are performed or the number of hours during which Services are performed in any given period of time. Town may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this Agreement to audit and verify the aforesaid Services.

Article 4. Place of Performance

Contractor shall be responsible for maintaining its own office facilities; provided, however that Contractor may request use of the Town Hall (located at 150 East Pearl Avenue) for meetings relevant to the Services provided hereunder. Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the Services that are agreed to be performed in accordance with this Agreement.

Article 5. Independent Contractor Status

It is understood and agreed that Contractor will provide the Services on a professional basis and as an independent contractor and that during the performance of the Services, Contractor's employees, if any, will not be considered employees of the Town within the meaning or the applications of any federal, state, or local laws or regulations, including but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Neither Contractor nor its employees, if any, shall be entitled to any benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security.

Article 6. General Provisions

- A. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties.
- B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. Relationship. Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the Town; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.
- D. Assignment and Delegation. Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.
- E. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.
- F. Governing Law; Jurisdiction; Construction. This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- G. Section Headings. The section headings set forth in this Agreement are solely for convenience and reference of the parties, and in no way do the headings define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.
- H. Insurance. Contractor agrees to secure and maintain insurance to cover the Contractor's professional service.
- I. Declaration by Independent Contractor. The Contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Services to be performed under this Agreement.

- J. Governmental Immunity. The Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
- K. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

Article 7. Notice

For purposes of this Agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses, until or unless one party provides written notice of change of address:

Town of Jackson
Attn: Town Manager
P.O. Box 1687
Jackson, WY 83001

Andy Schwartz
P.O. Box 2654
Jackson, WY 83001

IN WITNESS WHEREOF the parties have duly executed this Agreement.

TOWN OF JACKSON, WYOMING

Hailey Morton Levinson, Mayor

Attest:

Riley Taylor, Town Clerk

EXHIBIT A

SCOPE OF SERVICES

1. Overview of Services.

Contractor shall provide professional services as a legislative advisor and consultant to the Town. Contractor's Services shall encompass matters related to state legislation, rulemaking, and generally policy matters that affect the Town's interests in Wyoming. All services performed by Contractor shall be completed in a professional manner.

2. Services to be Performed

Contractor will provide services as a legislative advisor and consultant to the Town as follows:

- A. Track and monitor legislative developments related to local control, HOV lanes, workforce housing, property tax, local revenue options, and other issues of concern to the Town of Jackson.
- B. Coach local electeds and staff about general presence during the session and testifying, if needed.
- C. Engage with state legislators, advocate on behalf of the Town during the 2023 Legislative Session.
- D. Provide at minimum monthly updates during the session and more frequent input, when necessary, promptly informing the Town about issues that could affect the Town's policies or interests.
- E. Work with the Town to identify any local plans or actions that might influence or affect policy or legislation emanating from the state legislature or governor.
- F. Develop and coordinate strategies, responses, and key messages based on Town policies and interests.
- G. Implement outreach, education, opposition mitigation, and neutralization efforts related to the Town's policies and interests.
- H. Assist the Town in submitting interim session topics.
- I. Support the Town in drafting and adopting resolutions for consideration by the Wyoming Association of Municipalities.
- J. Identify, track, and inform the Town about legislative issues during the interim legislative session.

3. Timeliness of Services Performed

- A. Contractor shall perform the Services in a timely manner to effectively represent the interests of the Town.
- B. Contractor shall keep the Town informed on a regular basis (no less than weekly during the legislative session and more frequently if warranted) and timely respond to Town inquiries.

4. Point of Contact for Consultation

The Town Manager, or their designated representative, is identified as the point of contact for consultation between the parties in the performance of the Services of this Agreement and will process requests for meetings with / access to Town staff as necessary to perform and accomplish the Services.

STAFF REPORT



Meeting Date:	January 9, 2023	Meeting Title:	Regular
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Town Manager Job Description and Process Update	Public Comment:	Yes

Purpose & Policy Considerations.

For Town Council to review a revised Town Manager Job Description, review a Town Manager Performance Review Process, affirm next steps, and a timeline moving forward.

Requested Action.

Staff is requesting feedback on a draft Town Manager job description, performance review process, affirmation of next steps in the process of hiring a Town Manager, and review and agreement on a timeline moving forward.

Recommendations.

Staff recommends approval of the proposed Town Manager job description, performance review process, next steps, and timeline as presented.

Background.

Council discussed and provided initial direction on a revised Town Manager job description at the November 21, 2022, workshop. Council discussion and direction included adding additional categories/domains, not prioritizing duties and requirements, including similar community experience, a shift towards a Chief Executive Officer/Chief Administrative Officer from a Chief Operating Officer, to include personal management and project management responsibilities and to provide a performance review process. In addition, Council requested staff complete research regarding state requirements for the Town Manager. Staff has worked with our consultant Caitlin Hemrickhouse of Baker Tilly to complete the proposed documents for Council consideration as attached to this report.

At the October Council retreat Council provided direction on desirable characteristics and requirements of the next Town Manager as described in the attached Town Council Retreat – Meeting Notes. At Council's direction from the October Council retreat, staff reached out to Baker Tilly, the consultant group the Town is currently working with on its Class and Compensation study, to request they work on a Town Manager job description based on Council's input.

As discussed at the Retreat by Council at the November workshop and as revised by staff, the next steps and timeline for hiring a Town Manager are proposed as follows:

1. Review and finalize the job description and direct staff to prepare a resolution for adoption. 11/21/22 & 1/9/23
2. Adopt the updated job description by resolution. 1/17/23
3. Work with Baker Tilly and Heidi Brinkman to develop performance metrics, finalize a performance evaluation instrument for the Town Manager, and adopt a performance evaluation process and timeline. 1/17/23
4. Select a path forward for hiring a Town Manager based on possibilities presented at October retreat. 1/17/23
5. Set clear annual performance expectations. 1/17/23
6. Hire a Town Manager. By, or before 8/31/23
7. Review and revise job description every 3 years.

Analysis.

The desired outcome of this process is to approve a new job description, establish a performance evaluation process, and set a timeline for selecting and onboarding a new Town Manager. The goal of these documents and process are to set clear expectations for the next Town Manager and to provide an incoming Town Manager clarity in terms of working for

a five-member elected board.

Staff has attached a revised Town Manager job description incorporating direction from Council provided at the November 21 meeting for Council consideration. Staff notes that based upon Council discussion, the job description has been updated to include reference to the Town Manager acting as the *Town Chief Administrative Officer (CAO)* responsible for determining and formulating policies and providing overall strategy for the Town as directed by the Mayor and Town Council. This title and definition were selected based upon information from the [International City/County Management Association \(ICMA\)](#).

In addition, please see attached a **Recommended Town Manager Performance Evaluation Process** and documents associated with that process. Staff notes that when referring to a consultant in these documents this would be similar to the role that Heidi Brinkman was contracted for recently to assist in the previous Town Manager and Town Attorney reviews.

Staff's review of state statute revealed that a Mayor and Council may hire a Town Administrator. There is no further direction in state statutes regarding the role and function of this position other than allowing first class cities to further define the role. Staff attached Chapter 2.12, *Town Manager*, of the Jackson Municipal Code that defines the Town Manager role and function. In addition, staff attached the current resolution outlining the Town Manager Duties and Responsibilities currently being revised.

Possible Alternatives.

The Council may choose to make any desired amendments to the proposed job description, performance evaluation process, or proposed timeline they deem necessary.

Comprehensive Plan & Priority Alignment.

The ability for Council to make meaningful progress towards achieving the goals and objectives of the Comprehensive Plan are tied to the leadership of a professional Town Manager and a well-functioning Town organization.

Fiscal Impact.

The letter of engagement contains a cost of \$2,500 for the work of preparing the job description and creating performance metrics for the Town Manager to be utilized in the performance evaluation process.

Staff Impact.

The staff impact of moving forward with this project is positive in that the Town Manager will have an updated job description, clear performance expectations, and an updated performance review instrument and process. Staff has spent approximately 18 hours on this project to date and expects to spend an additional 12 hours prior to completion.

Attachments or Links.

Revised Draft Town Manager job description.
Recommended Town Manager Performance Evaluation Process
Jackson Municipal Code Chapter 2.12 Town Manager
Resolution 94-29 Town Administrator Duties and Responsibilities
Council Workshop, November 21 - Slide Deck
Town Council Retreat – Meeting Notes
Town Council Retreat – Slide Deck

Suggested Motion.

I move to 1) direct staff to prepare a Resolution for Council consideration at the January 17, 2023, Town Council meeting setting forth the Town Manager's job description; 2) approve the Recommended Town Manager Performance

Evaluation Process; and 3) approve the next steps and target timeline all as set forth in this staff report. OR as amended by Council.



Town of Jackson, Wyoming

Town Manager - Job Description

Title: Town Manager

FLSA Status: Exempt

Department: Administration

Updated: 1/5/2022

General Definition of Work

The Town Manager is responsible for day-to-day administration of all departments and oversees and manages strategic Town initiatives. This position performs complex work by serving as a visionary leader enabling priority projects; directing and coordinating all Town employees; carrying out directives of the Mayor and Town Council; establishing administrative procedures to increase effectiveness and efficiency of Town government; and establishing and maintaining procedures to facilitate communications between citizens and Town government. Performs related work as apparent or assigned. Work involves setting policies and goals under the direction of the Town Council. Supervision is exercised over all organizational personnel.

Essential Functions and Competencies

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodation may be made to enable an individual with disabilities to perform the essential functions.

Essential Administrative Functions

Carries out directives of the Mayor and Town Council which require administrative implementation and is responsible for overall administration of Town.

- Ensures compliance with and administration of all municipal statutory regulations and municipal code.
- Prepares an administrative plan including an organization chart and administrative procedures, which defines authority and responsibility for all Town positions and Departments not appointed by the Mayor and Council.
- Oversees all personnel management actions related to Town employees. Selects department heads and assigns/delegates responsibilities to them.
- Able to identify problems and develop strategies to determine the best way to solve them including best practices and outside the box thinking.
- Establishes administrative procedures to increase the effectiveness and efficiency of Town government according to current practices in local government, consistent with directives of Mayor and Town Council.
- Establishes and maintains procedures to facilitate communications between citizens and Town government to assure that complaints, recommendations, public input and other matters receive prompt attention and consideration by responsible officials.
- Maintains availability and appropriately responds to various operational needs of the Town beyond standard business hours.
- Keeps informed and works with the Town Attorney concerning current Federal, State, County and Town legislation and administrative rules affecting the Town; submits appropriate recommendations and reports on such matters to Town Council.
- Assures that the news media is kept informed about the operations of the Town and that all open meeting rules and regulations are followed.
- Oversees Town facilities, assets, and land acquisition to ensure adequate resources are available for Town operations.



Town of Jackson, Wyoming

Town Manager - Job Description

Essential Strategic Leadership Functions

Works with elected officials, citizens, and other stakeholders to design and carry out strategic initiatives and plans and provides the leadership necessary for implementation.

- Provides strategic oversight of the annual budget and 5 year financial model and is responsible for fiscal management of Town operations. Directs the Town's financial and budget activities to fund operations, maximize investments, and increase efficiency.
- Acts as the Town Chief Administrative Officer (CAO) responsible for determining and formulating policies and providing overall strategy for the Town as directed by the Mayor and Town Council. Plans, directs, or coordinates operational activities at the highest level of management with the help of department heads and managers.
- Represents the Mayor and Town Council in matters involving legislative and intergovernmental affairs when authorized by the Mayor and Town Council.
- Supports and implements the Comprehensive Plan through public and private sector cooperation along with other Town plans for housing, transportation, capital improvements, etc.
- Collaborates with internal and external partners to ensure Town and overall community goals and objectives are supported.
- Maximizes available fiscal resources to accomplish Town core services and other priorities including leveraging grant opportunities aligned with Town vision and strategy.
- Analyzes Town operations to evaluate the performance of its staff in meeting Council objectives to determine budgetary effectiveness, maximize efficiency, and implement policy change.

Critical Competencies

The following competencies are necessary to support Town administration and strategic leadership functions of this position.

- Visionary leader with the ability to incorporate multiple perspectives and data into strategic community initiatives.
- Ability to think strategically to continuously advance the organization with changing operational needs.
- Must be a transparent communicator, and possess the ability to coach staff and lead a dynamic team that provides services requiring a variety of professional experience and diverse skillsets.
- Must be comfortable being accessible, visible, and immersed in the fabric of the community, serving as the face of Town operations.
- Enables effective implementation of Town projects, both administrative and strategic in nature, by employing project management skills related to project budgeting, change management, and delegation and time management. This includes but is not limited to capital projects and strategic plans.
- Possesses an understanding of the demographics and dynamics of residents, businesses, and community members to prioritize various organizational and community needs.
- Models articulate, effective and respectful oral, written, and visual skills with Council, the public, leadership team and department employees. Develops and accurately communicates Town and department messaging during public interactions.
- Creates a positive environment where employees feel confident bringing their true selves to work.
- Demonstrates self-awareness and a commitment to equity including developing a network with diverse perspectives and consulting diverse resources to better understand complex equity issues that impact staff and Town stakeholders.
- Continuously expands knowledge, applying what is learned. Believes there is always more to learn and provides continual learning opportunities to employees.
- Understands and upholds the separation of duties between the Town Council and the Town Manager whereby the Town Council is responsible for policy decisions and the Town Manager is responsible for implementation of those decisions.



Town of Jackson, Wyoming

Town Manager - Job Description

Desired Educational Qualifications

A Bachelor's degree in Business Administration, Public Administration, Urban Planning or a closely related field with at least 7 years of professional experience in a related field and at least 5 years serving as a department director, Assistant Town Manager, Deputy Manager, or similar level of leadership responsibilities. A masters degree and designation recognized through the International City Manager Association Credentialed Manager (ICMA-CM) are highly desired. Experience in a leadership role in a community with similar challenges and opportunities as Jackson is preferred. Any equivalent combination of education and experience that provides the required knowledge and skills will be considered.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.



Town of Jackson, Wyoming

Town Manager Performance Evaluation Process

Recommended Town Manager Performance Evaluation Process

The following outlines the recommended process for completing the Town Manager annual performance evaluation. This process should be conducted by an outside entity (i.e. "consultant") who can be objective and independent. The consultant may have a preferred process that differs slightly from this recommended process and the Town Council should use discretion in how the final process is implemented.

Step 1: Engage a consultant to perform the Town Manager performance evaluation. This service is commonly provided by consulting firms serving public sector entities. Procurement for this service should be led by a position such as Finance Director, HR Manager, etc. Town Council should have the opportunity to review submissions from qualified consultants and accept/reject the recommendation of staff for the preferred consultant.

Step 2: 6 weeks prior to the end of the fiscal year, reiterate the performance evaluation process to Council and the Town Manager so expectations and deadlines are clearly defined.

Step 3: 6 weeks prior to the end of the fiscal year, provide the Town Manager with the self-assessment form. *See attached self-assessment form.*

Step 4: Beginning 6 weeks prior to the end of the fiscal year the consultant interviews the Mayor, councilmembers and direct reports to the Town Manager using a series of agreed-upon, open-ended questions. Questions should be used to gain insight into the Town Manager's performance and develop feedback themes. *See attached feedback questions to use as a base.* The consultant will likely have preferred questions.

Step 5: Consultant prepares summarized feedback based on interviews. This is blended feedback categorized into themes. Feedback should not be attributed to individuals.

Step 6: An Executive Session to discuss Town Manager performance with the Town Council and Town Manager is scheduled for no more than two weeks after the start of the next fiscal year (i.e. if reviewing performance for FY23, the closed session should be scheduled within the first two weeks of FY24).

Step 7: At least 5 working days prior to the above-mentioned Executive Session, consultant reviews summarized feedback with the Town Manager in preparation for the session with Council to discuss Town Manager performance.

Step 8: At least 5 working days prior to the Executive Session, consultant provides Town Manager self-assessment to Town Council.

Step 9: Consultant facilitates Executive Session with Town Council and Town Manager to discuss summarized feedback, the Town Manager's self-assessment, and finalize performance goals for the current fiscal year. *Note: performance goals are different than Town-wide strategic goals and key performance indicators. Performance goals are specific to the Town Manager's embodiment of the critical competencies outlined in the job description (i.e. their commitment to continuous learning through completion of a credentialing program). Strategic Town-wide goals and performance indicators would be set through a strategic planning process or a Council-retreat. Many local governments with strategic plans require the Town Manager to regularly update the Council on advancement of those Town-wide goals through both qualitative data and quantitative performance metrics.*



Town of Jackson, Wyoming

Town Manager Performance Evaluation Process

Step 10: Consultant produces a summary of restated performance goals for the Town Manager covering the current fiscal year and obtains sign-off from the Town Manager. Goals are reviewed and agreed upon by Town Council in Executive Session within 5 weeks of the start of the current fiscal year.

Additional process notes/recommendations

Expanded 360 feedback

Every two years, or other agreed upon timeframe the Town could solicit broader organizational feedback regarding Town Manager performance from all Town employees. This would most easily be captured through a survey response and could be captured in a broader employee engagement/satisfaction survey. Alternatively, the Town could request that the consultant who conducts the Town Manager performance evaluation selects a certain number of employees to engage in the facilitated feedback (in addition to the direct reports of the Town Manager).

Town Manager feedback – first 6 months

When the Town hires a permanent Town Manager, the first 6 months will be critical to establishing expectations and Council's support of the success of the new Town Manager. Below are key actions recommended for the Council:

- Within 4 weeks of hiring the Town Council and new Town Manager should meet in an Executive Session so that the Council can share its strategic priorities and establish expectations for the remainder of the fiscal year with the new Town Manager. This session can be facilitated by a consultant, if needed.
- Within the first 8 weeks of hiring, the Mayor and each councilmember should meet individually with the new Town Manager, to start to establish a foundation of a working relationship.
- Within three to four months of hiring, the Council and Town Manager should have an Executive Session where the Town Manager may bring forth a summary of their first 90 days and any challenges/impediments faced, for open discussion.
- The Town should engage with an outside consultant to facilitate a 6-month review of the Town Manager. This does not need to be as robust as the annual process outlined earlier but is a best practice in ensuring that the Town Manager and Council are aligned on expectations and that the Town Manager is adjusting to the new role. This would include a mini-self assessment focused solely on achievements and challenges within the first 6 months and feedback from the Mayor and Town Council



Town of Jackson, Wyoming

Town Council facilitated feedback and 360 feedback

The following questions are a basis for facilitated Town Council feedback about Town Manager performance and 360 feedback from the Town Manager's direct reports. The vendor selected by the Town may have preferred questions and/or develop these questions in conjunction with a working group of the Town Council.

Town Council facilitated interview questions

1. How would you describe your working relationship with {Town Manager}?
2. What skills/attributes/knowledge do you value most in the {Town Manager}?
3. Are there core competencies as outlined in the job description that the Town Manager does not exhibit?
4. In what areas has the Town Manager helped achieved Town goals? Where have they fallen short? What is your understanding of why goals were not met?
5. Are there areas for improvement? How would you prioritize these areas?

360 direct report interview questions

1. Describe your working relationship with {Town Manager}.
2. Are there behaviors or skillsets that aren't currently being demonstrated by {Town Manager} but are important to the success of the Town and/or your professional development?
3. Are there behaviors exhibited by {Town Manager} that impede your ability or your team's ability to achieve Town goals or perform day-to-day work?
4. Are there behaviors or skillsets of {Town Manager} that are positive and should be continued?



Town of Jackson, Wyoming

Town Manager Self-Assessment Form

Purpose and instructions:

The purpose of the Town Manager self-assessment is to provide a basis for conversation with the Mayor and Town Council about Town Manager's performance over a defined period-of-time. The self-assessment should be completed by the Town Manager and provided to the Mayor and Town Council within five working days of a scheduled executive session to discuss the Town Manager's performance.

Performance Period:

Competency assessment: For each critical competency presented below, the Town Manager must provide up to 3 examples about how they demonstrated this competency during the performance period. Responses should be illustrative but brief. Keep each response to 200 words or less.

Competency 1: Visionary leader with the ability to incorporate multiple perspectives and data into strategic community initiatives.

Competency 2: Ability to think strategically to continuously advance the organization with changing operational needs.

Competency 3: Transparent communicator who possesses the ability to coach staff and lead a dynamic team that provides services requiring a variety of professional experience and diverse skillsets.

Competency 4: Comfort being accessible, visible and immersed in the fabric of the community, and serving as the face of Town operations.

Competency 5: Enables effective implementation of Town projects, both operational and strategic in nature, by employing project management skills related to change management, project budgeting, delegation, and time management, including but not limited to capital projects and strategic plans.

Competency 6: Understands demographics and dynamics at play among residents, businesses, and community members, and is able to prioritize various organizational and community needs.

Competency 7: Models articulate, effective and respectful oral, written and visual skills with Council, the public, leadership team and department employees. Develops and accurately communicates Town and department messaging during public interactions.



Town of Jackson, Wyoming

Town Manager Self-Assessment Form

Competency 8: Creates a positive environment where employees feel confident bringing their true selves to work.

Competency 9: Demonstrates self-awareness and a commitment to equity including developing a network with diverse perspectives and consulting diverse resources to better understand complex equity issues that impact staff and Town stakeholders.

Competency 10: Continuously expands knowledge, applying what is learned. Believes there is always more to learn and provides continual learning opportunities to employees.

Competency 11: Understands and upholds the separation of duties between the Town Council and the Town Manager whereby the Town Council is responsible for policy decisions and the Town Manager implements those decisions.

Additional questions: Provide a response to each question. Responses should not exceed 300 words.

Question 1: Describe any challenges or limitations impacting your ability to manage day-to-day Town administration and/or demonstrate the critical competencies outlined earlier in this form.

Question 2: Outline proposed performance goals for the upcoming performance period. These should be directly related to the critical competencies. Goals do not need to have a 1:1 relationship with the critical competency but all competencies should be incorporated within one or more goals. The following goals serve as examples:

- Continue to build positive relationships with and understanding of community members through public events such as Town halls, listening sessions, and presence at community events. (Addresses competencies 4 and 6)
- Expand my professional and industry knowledge, with the intent of applying sound management practices and innovative local government practices to the Town, through active participation in the Wyoming Association of Municipalities and the International City/County Management Association. (Addresses competencies 1, 2, 5 and 10)

Question 3: Identify resource needs from the Town Council to overcome challenges/limitations outlined in Question 1 and/or support performance goals outlined in Question 2.

Chapter 2.12 TOWN MANAGER

Sections:

2.12.010 Establishment of position.

2.12.020 Qualifications.

2.12.030 Functions and duties.

2.12.010 Establishment of position.

There is created and established the position of Town Manager of the Town of Jackson.

(Ord. ____ § ___, 2022; Ord. 153 § 1, 1973.)

2.12.020 Qualifications.

The Town Manager shall be selected solely on the basis of their executive and administrative qualifications with special reference to training and experience. They shall be appointed and dismissed or removed by a majority of all members of the governing body. They shall be compensated for their services as the Council may from time to time determine.

(Ord. ____ § ___, 2022; Ord. 598 § 1, 1998; Ord. 317 § 2, 1984; Ord. 212 § 1, 1977; Ord. 153 § 2, 1973.)

2.12.030 Functions and duties.

The Town Manager shall be the chief administrative officer of the Town government and shall be responsible to the Mayor and Town Council for the proper administration of all affairs of the Town placed in their charge, pursuant to the job description for the Town Manager as approved and from time to time amended by resolution of the Town Council.

(Ord. ____ § ___, 2022; Ord. 317 § 3, 1984; Ord. 153 § 3, 1973.)

RESOLUTION 94-29
TOWN ADMINISTRATOR DUTIES AND RESPONSIBILITIES

WHEREAS, the Town of Jackson has by ordinance established the position of Town Administrator; and

WHEREAS, the Town Administrator ordinances of the Town of Jackson, more particularly Section 2.12.030 of the Municipal Code of the Town of Jackson, provide that the Town Administrator shall be the Chief Administrative Officer of the Town government and shall act pursuant to a job description as approved and from time to time amended by Resolution of the Town Council; and

WHEREAS, the Town of Jackson has a duly appointed and acting Town Administrator and wishes to establish by resolution as provided by ordinance, the duties and obligations of the Town Administrator;

NOW, THEREFORE, be it hereby resolved by the Mayor and Town Council of the Town of Jackson, Wyoming, in regular session duly assembled, that:

1. The job description of the Town Administrator shall include and may be described as follows:

(A) General Duties.

- (1) Carry out directives of the Mayor and Town Council which require administrative implementation, reporting promptly to the Mayor and Town Council any difficulties encountered;
- (2) Be responsible for the administration of all day-to-day operations of the Town government including the monitoring of all Town ordinances, resolutions, council meeting minutes and state statutes;
- (3) Prepare a plan of administration, including an organization chart, which defines authority and responsibility for all non-statutory positions of the Town; and submit it to the Town Council for adoption as the official organization and administrative procedure for the Town;
- (4) Establish, when necessary, administrative procedures to increase the effectiveness and efficiency of Town government according to current practices in local government, not inconsistent with paragraph 3 above or directives of the Mayor and Town Council;
- (5) Keep informed, under the guidance of the Town Attorney, concerning current Federal, State and County legislation and administrative rules affecting the Town and submit appropriate reports and recommendations on those matters to the Town Council;
- (6) Keep informed concerning the availability of Federal, State and County funds for local programs. Assist department heads and the Town Council in obtaining these funds;
- (7) Represent the Mayor and Town Council in matters involving legislative and intergovernmental affairs when authorized by the Mayor and Town Council;
- (8) Act as public information officer for the Town with the responsibility of assuring that the news media are kept informed about the operations of the Town and that all open meeting rules and regulations are followed;
- (9) Establish and maintain procedures to facilitate communications between citizens and Town government to assure that complaints, grievances, recommendations and other matters receive prompt attention by the responsible official, and to assure that all such matters are expeditiously resolved;
- (10) Promote the economic well-being and growth of the Town through public and private sector cooperation.

B. Responsibilities to the Town Council.

- (1) Attend all meetings of the Town Council, unless excused by the Mayor or by majority vote of the Town Council, assisting the Mayor and the Town Council as required in the performance of their duties;
- (2) Arrange for notices complying with open meeting laws to be given of all Town Council meetings. Arrange for such notices for committee meetings when required by state statute;
- (3) In coordination with the Mayor, the Town Council and the Town Clerk, ensure that appropriate agendas are prepared for all meetings of the Town Council, all Town Council committees and all other appropriate committees and commissions of the Town, together with such supporting material as may be required; with nothing in this subsection being construed as to give the Administrator authority to limit or in any way prevent matters from being considered by the Town Council or any of its committees and commissions;
- (4) Assist the Town Attorney in preparation of ordinances and resolutions as requested by the Mayor and Town Council, or as needed;
- (5) Keep the Mayor and Town Council regularly informed about the activities of the Administrator's office by oral or written reports to regular and special meetings of the Town Council;
- (6) Receive directives from the Mayor in the event that action normally requiring Town Council approval is necessary in emergency situations at a time when the Town Council cannot meet.

C. Personnel.

- (1) Be responsible for the administrative direction and coordination of all employees of the Town according to the established organization procedures;
- (2) Be responsible for the appointment, promotion, suspension or termination of any non-statutory employees of the Town;
- (3) Evaluate the performance of department heads and equivalent personnel;
- (4) Evaluate in conjunction with department heads, the performance of all employees on an annual basis;
- (5) Serve as the Personnel Director of the Town with responsibilities to establish and maintain complete and current personnel records, including specific job descriptions, for all Town employees; recommend salary and wage scales for Town employees; recruit and evaluate applicants for Town positions; enforce high standards of performance by Town employees; assure that Town employees have proper working conditions; administer the grievance procedures of the Town; work closely with department heads to resolve promptly personnel problems or grievances; and carry out other duties listed in the ordinance or resolution defining the position of Personnel Director;
- (6) Work closely with department heads to assure that employees receive adequate opportunities for training to maintain and improve their job-related knowledge and skills and act as the approving authority for requests by employees to attend conferences, meetings, training schools, and the like, if funds have been budgeted for these activities.

D. Budgeting and Purchasing.

- (1) Be responsible for preparation, posting and publishing, including all official notices required, of the annual Town budget and Town budget proceedings in accordance with guidelines as may be provided by the Town Council and in coordination with department heads, and pursuant to State statutes, for review and approval by the Mayor and the Town Council;
- (2) Administer the budget as adopted by the Town Council;
- (3) Report regularly to the Town Council on the current fiscal position of the Town;
- (4) Supervise the accounting system of the Town and insure that the System employs methods in accordance with current professional accounting practices;
- (5) Serve as the purchasing agent for the Town, supervising all purchasing and contracting for supplies and services, subject to the purchasing procedures established by the Town Council and any limitation contained in the State statutes.

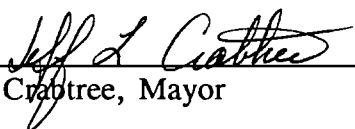
E. Cooperation.

- (1) All employees of the Town shall cooperate with and assist the Administrator so that the Town government shall function effectively and efficiently.

2. The foregoing job description may be amended from time to time by resolution of the Town Council duly adopted. In addition to the duties set for above, the Administrator shall carry out any and all duties and assignments specifically given to and directed by the Mayor and Town Council as such additional duties and assignments may from time to time be required.

DATED THIS 19TH DAY OF DECEMBER, 1994.

TOWN OF JACKSON



Jeff L. Crabtree, Mayor

ATTEST:



Roxanne DeVries, Deputy Town Clerk

Town Manager Update



Purpose & Policy Considerations

- For Town Council to review a revised Town Manager Job Description,
- Affirm next steps, and
- Review the timeline moving forward.



Background

Most Important

- **Strategic thinking**
- **Integrity**
- **Professional (respectful)**
- **Vision**
 - Direction for the organization
 - How to get there
- **CEO-type role/skills**
 - Organization management
 - Public-facing
 - Visionary
 - Strategic
- **Hires experts and doesn't second guess/ micromanage**
- **Raw intelligence/experience/mental agility**
 - Education that is relevant
- **Communication**
- **Sophistication**
 - Understanding who lives here
 - Discernment
 - Experience
 - Focuses on what's important
- **Empathetic**
 - Self-awareness
 - Caring
 - Emotional Intelligence
- **Boundaries**
 - Role defined w/ TC
 - Able to push back, willingness
- **Humility**
 - DEI, as an example
 - Emotional Intelligence
- **Growth Mindset**

Title: Town Manager

FLSA Status: Exempt

Department: Administration

Updated: 11/17/2022

General Definition of Work

Performs complex work by directing and coordinating all Town employees; carrying out directives of the Mayor and Town Council; performing administration of day-to-day operations of Town government; establishing administrative procedures to increase effectiveness and efficiency of Town government; acting as public information officer; establishing and maintaining procedures to facilitate communications between citizens and Town government. Performs related work as apparent or assigned. Work involves setting policies and goals under the direction of the Town Council. Supervision is exercised over all organizational personnel.

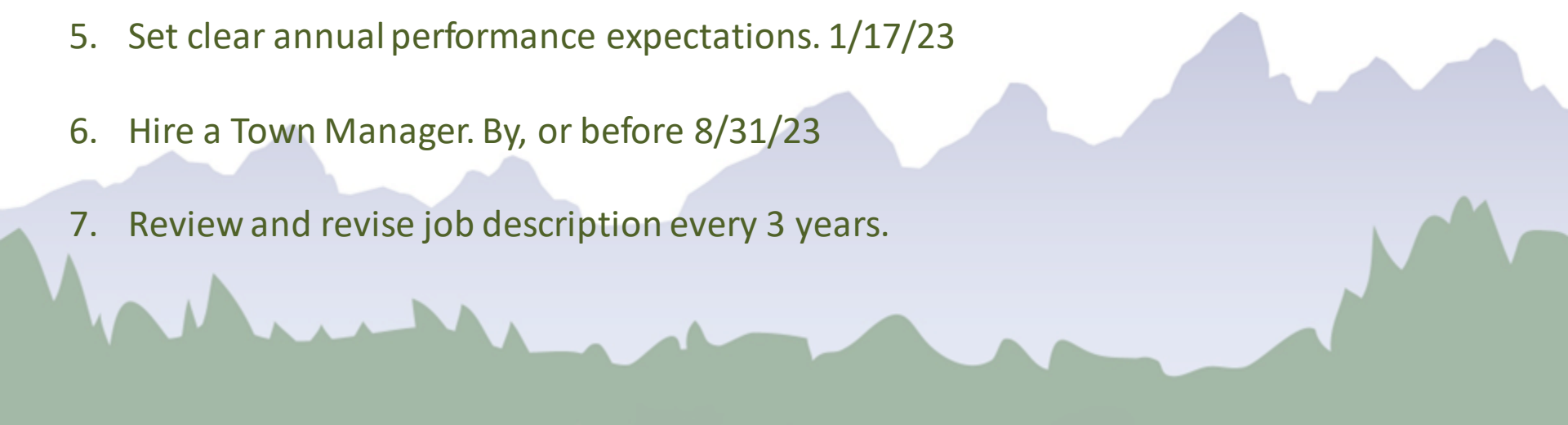
Essential Functions and Competencies

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodation may be made to enable an individual with disabilities to perform the essential functions.

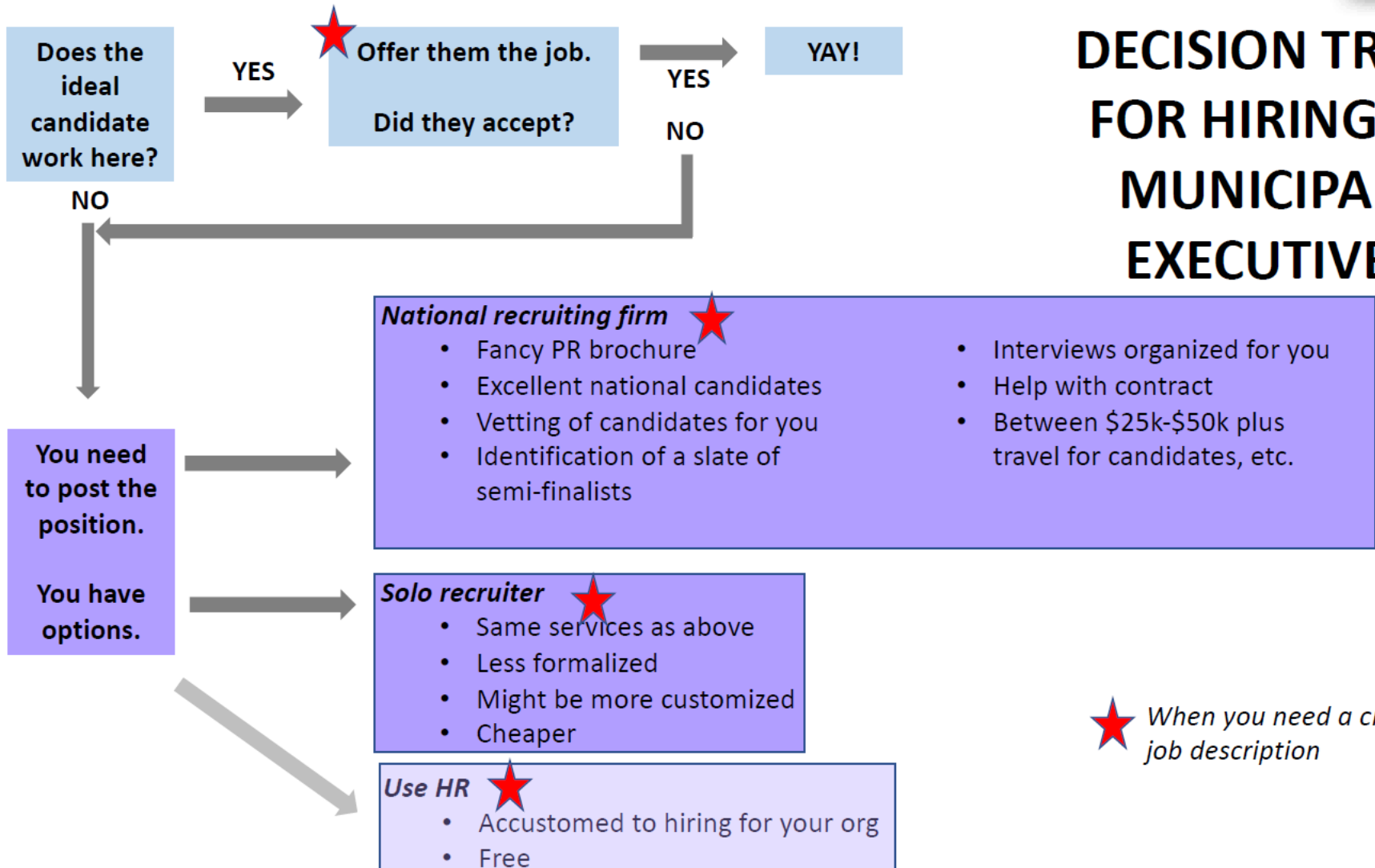
Essential Functions

- Carries out directives of the Mayor and Town Council which require administrative implementation; reports promptly to the Mayor and Town Council any difficulties encountered.

Next Steps and Timeline

1. Review and finalize the job description and direct staff to prepare a resolution for adoption. 11/21/22
 2. Adopt the updated job description by resolution. 12/5/22
 3. Work with Baker Tilly and Heidi Brinkman to develop performance metrics, finalize a performance evaluation instrument for the Town Manager, and adopt a performance evaluation process and timeline. 12/19/22
 4. Select a path forward for hiring a Town Manager based on possibilities presented at October retreat. 12/19/22
 5. Set clear annual performance expectations. 1/17/23
 6. Hire a Town Manager. By, or before 8/31/23
 7. Review and revise job description every 3 years.
- 
- A decorative graphic at the bottom of the slide featuring a range of stylized mountains. The mountains are rendered in two colors: a light purple/lavender for the upper peaks and a muted green for the lower slopes and valleys. The style is simple and modern, with soft, rounded mountain shapes.

DECISION TREE FOR HIRING A MUNICIPAL EXECUTIVE



Suggested Motion

- I move to 1) direct staff to prepare a Resolution for Council consideration at the December 5, 2022 Town Council meeting setting forth the Town Manager's job description and 2) approve the next steps and target timeline as set forth in this staff report.



**Jackson Town Council Fall Retreat
Snow King Mountain Resort – Grand View Lodge, Fireside Room
October 24, 2022
Town Manager Discussion Notes**

Next steps

- Type notes from meeting (Heather)
- Get an external body/human to draft the job description (Tyler to work with Baker Tilly)
- Draft internal annual performance renewal process (Baker Tilly, with consultation by Heidi)
- Check in with Town Council by mid-November (Tyler)
- Aim to select a path forward by 12/31/22
- Aim to have permanent Town Manager on board no later than 8/31/23

Most Important

- **Strategic thinking**
- **Integrity**
- **Professional (respectful)**
- **Vision**
 - Direction for the organization
 - How to get there
- **CEO-type role/skills**
 - Organization management
 - Public-facing
 - Visionary
 - Strategic
- **Hires experts and doesn't second guess/ micromanage**
- **Raw intelligence/experience/mental agility**
 - Education that is relevant
- **Communication**
- **Sophistication**
 - Understanding who lives here
 - Discernment
 - Experience
 - Focuses on what's important
- **Empathetic**
 - Self-awareness
 - Caring
 - Emotional Intelligence
- **Boundaries**
 - Role defined w/ TC
 - Able to push back, willingness
- **Humility**
 - DEI, as an example
 - Emotional Intelligence
- **Growth Mindset**

- Performance reviews
- Personal growth
- Motivated to improve
- **Commitment to equity**
 - Organization
 - Community
 - Info sharing
 - Operationalizing Equity
 - Bias control
- **Team player**
 - Highly collaborative
- **Coach**
 - Decide and lead
- **Core services**
 - Operating responsibilities
- **Local knowledge**
 - Not assuming done research
- **Time commitment**
 - Ability/willingness to be available if/when needed
- **Looking for a relationship**
- **Reasonable balance of expectations and resources for staff**

Jackson Town Council Retreat

Municipal Best Practices for Executive Hiring and Management
October 2022

Purpose of the Day: Identify important characteristics and competencies for the Jackson Town Manager considering industry best practices to ensure a successful process and selection



Town Manager Position

- Best practices overview: managing, job descriptions
- Review perspectives from interviews and surveys
- Council discussion

Hiring a Town Manager

- Best practices and options for hiring
- Council discussion

Next Steps

BEST PRACTICES

- **Develop a job description**
- **Hire a town/city/county manager**
- **Set clear annual performance expectations**
 - Annual project or focal area priorities
 - Annual targets or benchmarks for incremental achievement (how much, how many, how far)
- **Hold annual performance evaluation for accountability**
 - Assess performance against priorities and benchmarks
 - Set priorities and benchmarks for the next year
- **Review and revise job description every 3 years (ish)**
 - Even if you're satisfied with executive performance
 - Provide and discuss revised job description at annual review
 - Adjust performance expectations accordingly



COUNCIL ROLE

Set Direction

Provide Clear Expectations

Hold Executive Accountable

- Write the job description
- Set annual expectations
 - Include internal leadership and people management
 - Can include general expectation for organizational restructuring
- Hold annual performance review
- Review/revise job description
- *Do these as a full body or after clear and public assignment of responsibility to a committee of 2 or 3.*

EXECUTIVE ROLE

Lead the Organization

Manage the People

Advance Priorities / Meet Targets

- Structure the organization appropriately
- Write job descriptions and hire senior staff
- Provide clear expectations for senior staff
- Hold annual performance reviews for senior staff
- Oversee implementation of priorities, achievement of targets
- Report to Council; provide periodic updates on progress
- Ask Council for help if/when needed
- Ask Council for clarity if priorities shift or context changes

Deeper Dive into Job Descriptions: Important Skills

(NCSU study)

Baseline Skills	Core Skills (common on TM job postings)	Necessary Skills (not specific to posting)	Differentiators (increases likelihood of career success)
Communication Skills	Budgeting	Business Administration	Community development
Planning	Public Administration	Staff Management	Community relations
Building Effective Relationships	Local Government	Customer Service	Land use
Teamwork / Collaboration	Economic Development	Project Management	Labor relations
Organizational Skills		Scheduling	

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Building Effective Relationships	Local Government	Customer Service	Land use
Teamwork / Collaboration	Economic Development	Project Management	Labor relations
Organizational Skills		Scheduling	



Review of Perspectives from Interviews and Surveys

A close-up, slightly blurred photograph of a desk. In the upper center, a portion of a white computer keyboard is visible, showing keys for '00', '3', '+', '-', '=', and a division key. Below the keyboard, a calendar page is partially visible, showing dates 16, 23, 29, 30, 31, 24, and 25. Several notebooks with brown, textured covers are stacked or placed on the desk. Some notebooks have colorful tabs (purple, teal, pink) sticking out from between the pages. The overall lighting is soft and warm, creating a cozy, organized workspace atmosphere.

A note about methodology and focus

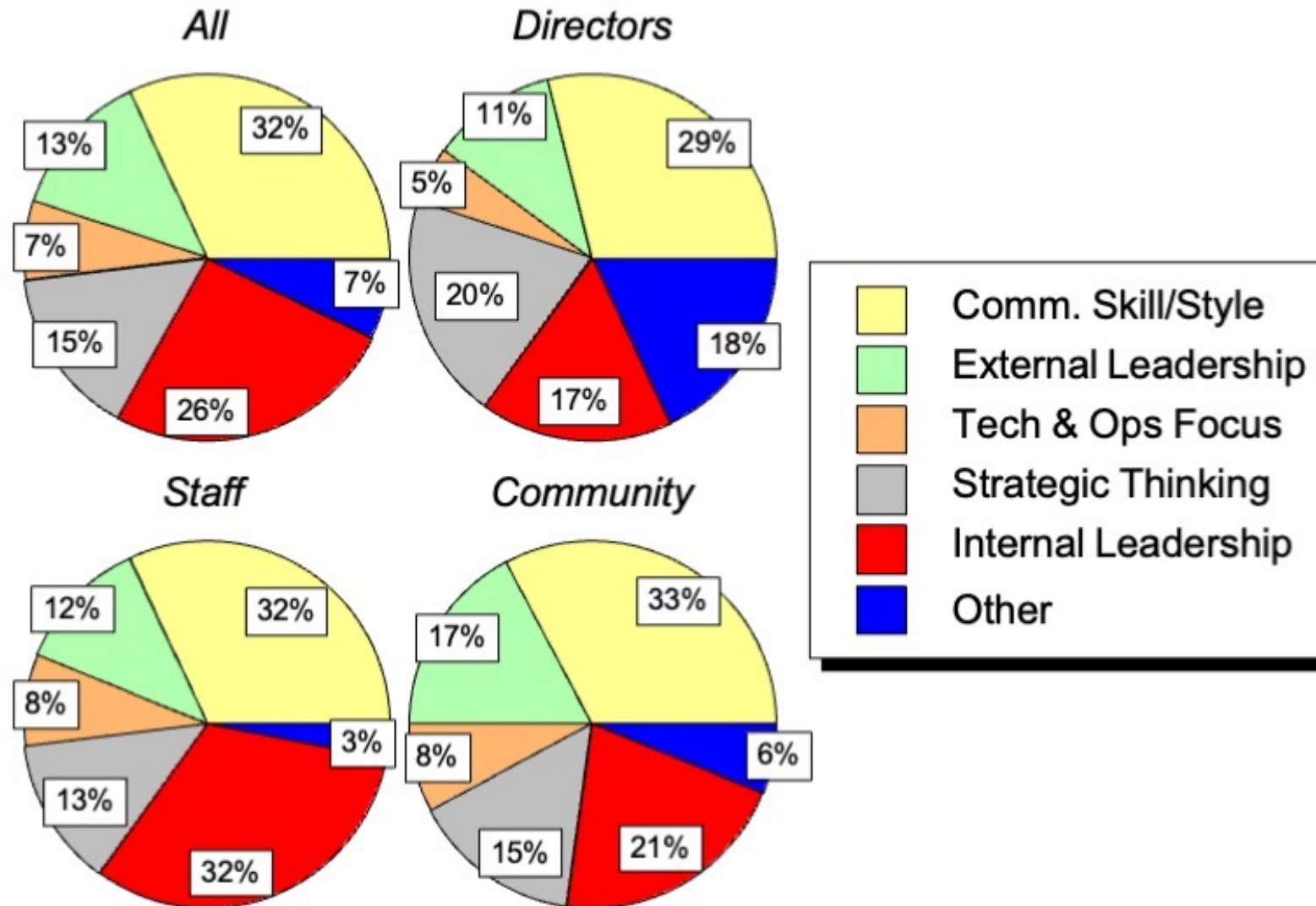
Respondents

Respondent Category	Interview	Survey	TOTAL
Directors	7	3	10
Staff	5	38	43
Community Members/External Partners/Others	5	21	26
TOTAL	17	62	79

Emergent Themes from Interviews and Surveys

- **Strategic Thinking & Change Management**
 - Big picture view & integration
 - Focus on needed change & careful management of change
 - Create shared expectations & understanding, advise
- **Community Leadership & Partner Engagement**
 - Visibility
 - Proactive engagement; build bridges
 - Knowledge of town & community/businesses
 - Provide analysis and recommendations
- **Internal Leadership & People Management**
 - Collective identity (big picture view & integration)
 - Culture improvement (trust, morale, support, inclusion)
 - Clarity (roles, vision, expectations)
 - Consistency (policies, procedures, accountability)
 - Talent recruitment, development, retention
- **Communication Skill & Style**
 - Professional skill
 - Interpersonal skill & emotional intelligence
 - Skilled at conflict resolution (facilitating & engaging in)
 - Transparent, ethical, accountable
 - Compassionate & inspirational
- **Technological & Operational Knowledge & Focus**
 - Budget & finance
 - Planning & community development
 - HR
 - Educated
 - Experience as TM
- **Other**

Town Manager Qualities, by Theme





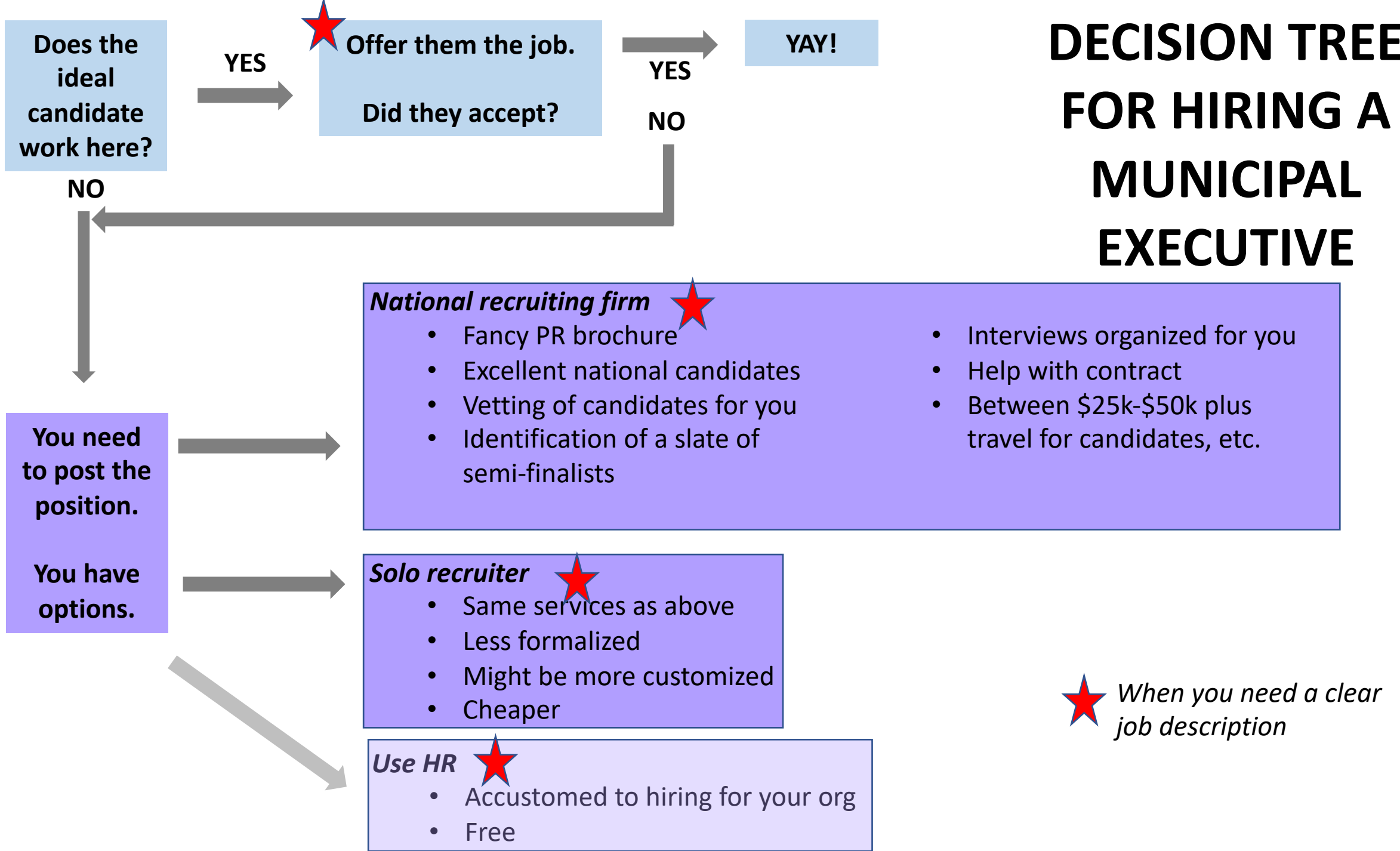
COUNCIL DISCUSSION



we're
HIRING

Hiring a Town Manager: Best Practices and Considerations

DECISION TREE FOR HIRING A MUNICIPAL EXECUTIVE



If you want to attract great external candidates, recruitment brochures are a must!

Town of Vail, Colorado TOWN MANAGER

Town of Eagle, Colorado Town Manager

Hiring Range: \$150,000 – \$175,000 - DOQ
Plus excellent benefits

Town of Telluride, Colorado TOWN MANAGER



THE CITY OF CORPUS CHRISTI, TEXAS SEEKS AN EXCEPTIONAL LEADER TO SERVE AS ITS NEXT... ASSISTANT CITY MANAGER

THE COMMUNITY

The City of Corpus Christi is a beautiful coastal city in the South Texas region, located 130 miles southeast of San Antonio. Nicknamed the "Sparkling City by the Sea" Corpus Christi is the Nueces County Seat, and one of the largest seaports in the United States. Spanish explorer Alonzo Alvarez de Pineda discovered the area in 1519 and named the settlement and surrounding bay in honor of the Roman Catholic Feast Day of Corpus Christi (Body of Christ- Ecclesiastical Latin) as he discovered the area on Western Christian feast day.

Settlers established the first trading post in 1838-39, as the area became the site of the encampment of the U.S. Army in 1845 prior to the war with Mexico and incorporated the city in 1852. The City then adopted its first City Charter in 1876. Over the years, Corpus Christi has grown into a regional hub for marketing, processing, packaging and distribution of agricultural commodities for a 12-county trade area. Additionally, the diversity of the City's economy, which is a blend of various business industries, including petrochemical, tourism, health care, retail, education, shipping, agriculture and the military. Today, the City of Corpus Christi is the eighth largest city in Texas, and the 61st largest city in the US, with a population of 327,406 based on the City's 2020 estimate.

Area attractions include the Padre Island National Seashore, Texas State Aquarium, and the USS Lexington, a retired WWII aircraft carrier, the American Bank Center, an entertainment complex that offers an auditorium, convention center and arena. Additionally, Corpus Christi serves as the home of Texas A&M University Islander Basketball, IceRayz Hockey and AF2 Sharks football. The American Bank Center hosts concerts, family shows and conventions having served more than 2 million visitors in the past five years. Corpus Christi is also the home of the Corpus Christi Hooks, a minor league baseball team of the Texas League, the Double-A affiliate of the Houston Astros baseball team that plays at Whataburger Field adjacent to the Port of Corpus Christi within view of the Harbor Bridge.

Seeking
experienced
professional

Recruitment assistance by KRW Associates, LLC.

Submitted to:

info@krw.com

2022

April 4, 2022. (5:00 PM Mountain)

KRW
Public Sector Executive



The City of Fort Collins, Colorado
Invites Qualified Candidates to Apply for

CITY MANAGER

The Opportunity

The City of Fort Collins faces a pivotal moment in our community as we transform from a big town to a small city. We are looking for a compassionate servant leader with a collaborative management style who can build on our strengths and lean into our challenges with a commitment to listen to all voices as we work on mutual goals to strengthen the region and our city.

columbia
excellence in executive recruiting since 2005

Common Elements of Recruitment Brochures

Job description and expectations

Description of ideal and successful candidate

Community highlights (historical info; growth projection; unique attractive characteristics)

Town/city organization and vision of success; values, priorities, awards and accolades

Town/city council

Pictures of people and places

Opportunity, compensation and benefits

How to apply



COUNCIL DISCUSSION

STAFF REPORT



Meeting Date:	January 9, 2022	Meeting Title:	Special Town Council
Submitting Department:	Planning	Presenter:	Paul Anthony
Agenda Item:	SUBJECT: ITEM P22-115: Request to vacate public alley located on the 300 Block of N. Cache Street	Public Comment:	Yes

Purpose & Policy Considerations.

All requests to vacate a public alley, or any public property, owned by the Town of Jackson requires review and approval by the Town Council per State of Wyoming statutes.

Requested Action.

The applicant, Mogul Hospitality Partners – Jackson LLC, is requesting that the Town Council approve the vacation of the alley (20' x 500') that serves the entire 300 N. Cache Street block bounded by N. Glenwood Street, Mercill Avenue, Perry Street, and N. Cache Street. The purpose is to see whether the Council will support the request and direct staff to move forward with other necessary steps to finalize the alley vacation, such as completing an appraisal to establish the Fair Market Value of the alley, drafting the terms of the sale or transfer of the alley property, and finalizing all other relevant document and agreements necessary to complete the vacation.

Recommendations: Staff is recommending that this item be **continued** to the Council's February 6, 2023, meeting.

Suggested Motion: I move to **continue** Item P22-115 to the Town Council's regular meeting on February 6, 2023.

STAFF REPORT



Meeting Date:	January 9, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning Department	Presenter:	Tyler Valentine
Agenda Item:	P22-141 Development Plan for two new 4-story apartment buildings at the properties addressed at 1050, 1060, and 1080 South Park Loop Road.	Public Comment:	Yes

***This item was continued from the December 19, 2022, regular Town Council meeting.**

Purpose & Policy Considerations.

A Development Plan is required in the Commercial Residential – 3 (CR-3) zoning district by the Town of Jackson Land Development Regulations (LDRs) for 100% residential projects with a floor area that exceeds 30,000 sf. The proposed development’s qualifying floor area is 34,664 sf, even though the total development is approximately 158,456 sf (includes circulation space) after using certain allowable bonuses.

Requested Action.

The applicant is requesting approval of a Development Plan for two new 4-story apartment buildings at the properties addressed at 1050, 1060, & 1080 South Park Loop Road.

Recommendations.

Staff is recommending that this item be continued to the regularly scheduled Town Council meeting on January 17, 2022.

Suggested Motion

I move to continue Item P22-141 to the regularly scheduled Town Council meeting on January 17, 2022.

ORDINANCE E

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196 AND 1277; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTIONS 6.2.2.F AND 9.5 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING ELECTRIC VEHICLE SUPPLY EQUIPMENT 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. 1196 and 1277; Section 2 of Town of Jackson Ordinance No. 1074 (PART); and sections 6.2.2.F and 9.5 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

[See Next Page]

LDR Section 6.2.2. Required Parking and Loading

F. Required Electric Vehicle Supply Equipment.

All new and expanded uses that generate off street parking shall provide infrastructure for electric vehicle supply equipment (EVSE) unless otherwise exempt by this subsection.

1. **Amount of Off-Street Infrastructure.** The table below specifies the minimum additional off-street parking spaces that shall include EVSE. See subsection E.5 for EVSE standards.

EVSE Requirement (per Dwelling Unit (DU) or as % of off-street parking spaces provided for new or expanded use)		
Use	EVSE Capable	EVSE Installed (E.1.b)
Detached Dwelling Unit	1 per DU	NA
Accessory Residential Unit	1 per DU	NA
Other Residential (Example: Attached Dwelling Unit or Apartment)	30%	5%
Lodging	30%	5%
Other Nonresidential (Example: Retail or Office)	30%	5%

- a. An EVSE Installed space may count toward the EVSE Capable space requirement.

b. The EVSE Installed requirement only applies to parking lots of 10 or more spaces.

c. The EVSE Installed requirement is waived when all spaces are EVSE Capable.
2. **Counts Toward Required Parking.** Those parking spaces required for EVSE by this subsection shall count toward fulfilling the total parking requirement of this Division.
3. **Posted.** EVSE installed spaces shall be posted with clear signage designating them as intended for electric vehicles.
4. **Location.** Above ground EVSE components taller than 4’ in height and less than 8’ in height, such as charging stands, shall be subject to the parking setbacks of the applicable zone, unless permanently affixed to a building or structure.
5. **EVSE Standards.**
- a. EVSE Capable – A parking spaces is EVSE Capable if it is provided with conduit sized for a minimum 40-amp, 208/240-volt dedicated branch circuit from an electrical panelboard with sufficient physical space to accommodate a minimum 40-amp, dual-pol circuit breaker.

b. EVSE Installed – A parking spaces is EVSE Installed equipped with a Level 2 charging station networked with hardware that uses the Open Charge Point Protocol (OCCP) version 1.6 or higher.
6. **Exemptions.**
- a. The standards of this section shall not apply to Temporary Uses or Accessory Uses other than Accessory Residential Units.

b. The Planning Director may exempt or lessen the EVSE requirement if it is determined the requirement is infeasible, burdensome, or unnecessary due to use, geography, or changes in technology.

LDR Division 9.5 Defined Terms

Electric Vehicle Supply Equipment (EVSE). Any equipment or electrical component used in charging electric vehicles at a specific location. EVSE does not include equipment located on the electric vehicles themselves.

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 19 DAY OF DECEMBER , 2022.
PASSED 2ND READING THE _____ DAY OF _____ , 2023.
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

ORDINANCE 1338

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)

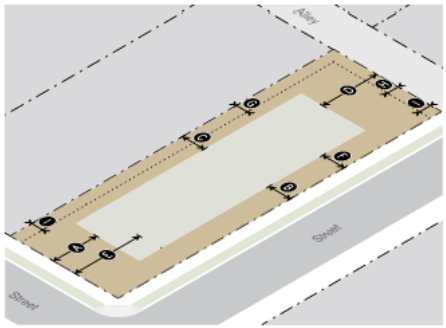
A. Intent

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

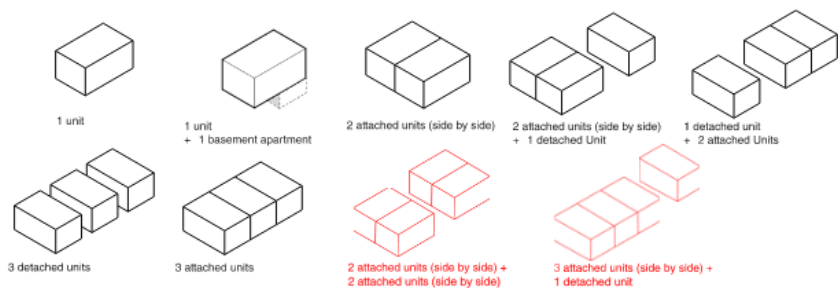
The following standards apply in addition to all other standards applicable in the NL-5 zone.

1. **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.**
2. **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
3. **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.
4. **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 5 DAY OF DECEMBER, 2022.
PASSED 2ND READING THE 19 DAY OF DECEMBER, 2022.
PASSED AND APPROVED THE ____DAY OF JANUARY, 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. 1338 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