

Jackson Town Council Regular Meeting

May 1, 2023

6:00 PM

Town Council Chambers

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/86367789405?pwd=QkRENFB0Ung0QUJkVt6bldsQTUxdz09>

If the link does not work, join at zoom.com with Webinar ID **863 6778 9405** Password: **83001**

or join by phone **+1 669 444 9171** with Webinar ID **863 6778 9405** and Password: **83001**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Announcements/Proclamations
 - 1. Mental Health Awareness Month Proclamation
 - 2. Child Abuse Awareness and Prevention Month Proclamation
 - 3. Teacher Appreciation Week Proclamation
 - 4. Arbor Day Proclamation
 - 5. Introduction of Bruce Abel, Transit Director

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.

- A. Toro Blanco Group, LLC

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. March 17, 2023 Special Town Council Workshop
 - 2. March 17, 2023 Regular Town Council Workshop
 - 3. March 17, 2023 Regular Town Council Meeting
 - 4. March 24, 2023 Special Town Council Workshop
- B. Disbursements
- C. P23-050: Temporary Sign Permit for Teton Valley Ranch Camp (Paul Anthony)
- D. P23-053: Temporary Sign Permit for Sublette County Rock Hounds (Paul Anthony)

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

- E. P23-070: Temporary Sign Permit for Becoming Jackson Hole Summit (Paul Anthony)
- F. P23-072: Temporary Sign Permit for Vista 360 LVE (Paul Anthony)
- G. P23-075: Temporary Sign Permit for Trout Unlimited (Paul Anthony)
- H. E23-0066: 174 N King Street Easement Vacate Access and Utility Easement (Brian Lenz)
- I. E23-0015 & 16: Wastewater and Water Agreements with JHHR Development II Inc. (Brian Lenz)
- J. Street Inventory and Condition Assessment (Floren Poliseo)
- K. Professional Surveying Services (Floren Poliseo)
- L. Revocable License Agreements for the Summit Connector Chair Placemaking Project (Johnny Ziem)
- M. Monsido Website Accessibility Platform Agreement (Michael Palazzolo)
- N. Tree City USA Application (Andy Erskine)
- O. Town Manager Contract (Roxanne Robinson)

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

- A. Administration
 - 1. Local Resolutions for Town Council Support to Wyoming Association of Municipalities (Susan Scarlata)
- B. Planning
 - 1. P23-019 Request for Subdivision Plat at 175 S. Glenwood (Arts District)
 - 2. P21-333 Short-term Rental LDR Update (Tyler Sinclair and Paul Anthony)
- C. Public Works
 - 1. E23-0024 Lower Valley Energy 4000 S. Highway 89 Sewer Connection Request (Brian Lenz)

VI. ORDINANCES

- A. Ordinance J: Neighborhood High Density -1 (NH-1) Zoning Amendment (third and final reading, to be designated Ordinance 1343)
- B. Ordinance K: An Ordinance Establishing Encroachment Permits for Parklets (third and final reading, to be designated Ordinance 1344)

VII. MATTERS FROM MAYOR AND COUNCIL

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

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

MENTAL HEALTH AWARENESS MONTH

Recognizing May 2023 as Mental Health Awareness Month

WHEREAS, the area that someone lives in plays a significant role in their overall health and well-being; and

WHEREAS, surroundings can impact if, how, and when a person's needs are met, which in turn affects mental health; and

WHEREAS having safe, stable, and healthy home conditions set the foundation for achieving and maintaining good mental health; and

WHEREAS, in 2022, Wyoming ranked as state #50 in a national survey, indicating a higher prevalence of mental illness and a lower rate of access to care; and

WHEREAS, 22.6% of adults in Wyoming experienced mental illness in 2022, 5.74% reported serious thoughts of suicide, and the estimated number of adults with serious suicidal thoughts is over 11.4 million nationally - an increase of 664,000 people; and

WHEREAS, 61.7% of Wyoming residents experiencing mental illness in 2022 did not receive treatment; and

WHEREAS, with early and effective treatment, those individuals with mental illnesses can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization, and citizen has a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim May 2023 as Mental Health Awareness Month. I also call upon the citizens, government agencies, public and private institutions, businesses, and schools in Jackson to recommit our community to increasing awareness and understanding of mental health, the steps we all can take to protect our mental health, and the need for accessible services for all people with all stages of mental illnesses.

DATED THIS 1st DAY of MAY 2023.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

CHILD ABUSE AWARENESS AND PREVENTION MONTH

Recognizing April 2023 as Child Abuse Awareness and Prevention Month

WHEREAS, children are our future. No child should suffer abuse and neglect; and

WHEREAS, victims of child abuse and neglect are known to be at higher risk for experiencing post-traumatic stress disorder, depression, low academic achievement, drug use, juvenile delinquency, teenage pregnancy, and adult criminality; every child is precious and deserves to grow up in a healthy, safe, nurturing environment free from the harmful effects of abuse and neglect; and

WHEREAS, an estimated 1000 children in Wyoming are victims of abuse and neglect each year; and

WHEREAS, effective child abuse intervention and community prevention programs succeed because of partnerships created among community members, social services, law enforcement agencies, schools, churches, businesses, and civic organizations; and

WHEREAS, each April, Child Advocacy Centers of Wyoming, The Children's Trust Fund Board, Prevent Child Abuse Wyoming, Wyoming Citizen Review Panel, The Wyoming Department of Family Services, The Wyoming Office of Attorney General – Division of Victim Services, the Wyoming GAL Program, the Town of Jackson, Wyoming and other partners join together in an effort to prevent abuse and neglect through outreach, education and intervention.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim April 2023 as Child Abuse Awareness and Prevention Month.

DATED THIS 1st DAY of MAY 2023.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

TEACHER AND STAFF APPRECIATION WEEK

MAY 8-12, 2023

WHEREAS, nationally, the week of May 8th through May 12th will celebrate teachers with Teacher Appreciation Week. Our local community recognizes that teachers and support staff provide essential educational, social and emotional health and safety, and nutritional services to students in Pre-K through Grade 12; and

WHEREAS, strong teacher and student relationships significantly impact student engagement and achievement and have lasting impact on students' lives that extend well beyond their elementary and secondary school years; and

WHEREAS, working in the Pre-K to 12 educational setting requires commitment and dedication that extends well beyond the school day, noting that school employees serve as coaches, mentors and role models and as trusted confidants to students; and

WHEREAS, as school employees primarily serve students, they also become partners with families in navigating the unavoidable challenges of raising and educating children; and

WHEREAS, working in the Pre-K to 12 setting is a rewarding, yet challenging and stressful career, and the extraordinary educators work tirelessly with students and families to keep things moving forward, despite such unpredictable times.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, and the Town Council do hereby declare our appreciation to all the Pre-K to 12 teachers and support staff for their dedication to our community's youth in providing for their health, safety, and education and therefore, recognize **May 8-12, 2023** as **Teacher and Staff Appreciation Week**.

DATED THIS 1st DAY OF MAY 2023.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the City of Jackson, Wyoming, do hereby proclaim Saturday May 13, 2023 as **ARBOR DAY** In the City of Jackson, WY, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS _____ day of _____, _____

Mayor _____

Employee Introduction
Bruce Abel, Transit Director

I am pleased to announce that Bruce Abel is transitioning from consulting status to join the Town staff as the Director of START effective today (May 1). As you know, Bruce has been serving as the interim Director of START for the past year and one-half. He came to Jackson with transit management and consulting experience that spans both large systems such as RTD in Denver and smaller resort systems such as Roaring Fork Transit serving Aspen and the Roaring Fork Valley.



The Toro Blanco Group
3886 Winters Hill Dr
Atlanta, GA 30360

April 3rd, 2023

Ms. Riley Taylor
Town Clerk
Mayor and Town Council
Town of Jackson, WY
150 E. Pearl Ave
Jackson, WY 83001

Dear Ms. Riley Taylor:

Recently we discussed technology and infrastructure with Lea Colasuonno, Town of Jackson Town Attorney, who suggested that we now reach out to the Council.

The Toro Blanco Group, LLC designs infrastructure for Smart Communities, 5G and technology in general. We specialize in making equipment fits in to the existing design criteria with the goal of making infrastructure as unobtrusive as possible.

Our intention for Jackson, WY is to apply for multi-carrier small cell nodes. To that end, we would like to finalize our design for a small cell node that is agreeable for Jackson, that fits into the existing esthetics there, and to not only be as unobtrusive as possible, but to minimize the number of installations needed to bring advanced technology, including 5G coverage, to the town.

By working with cities and municipalities to create designs, we consider the concerns of the city and residents. This results in advanced technology that everyone can be proud of.

Technology can be deployed that has multiple uses, is designed to integrate with existing infrastructure, and can lay the groundwork for future needs of the city.

To this end, we kindly request the Town Council to consider a franchise agreement for Toro Blanco Group, LLC, and look forward to meeting and discussing this at the Council's convenience.

Sincerely,



Terry Cope
Managing Partner
Toro Blanco Group, LLC
E: terry@toroblancogroup.com
O: 470.354.3443 ext 6714 | M: 678.818.3797
www.toroblancogroup.com

TOWN COUNCIL PROCEEDINGS - **UNAPPROVED**

APRIL 17, 2023

JACKSON, WYOMING

The Jackson Town Council met in special workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 9:00 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Steve Ashworth, Michael “Zolo” Palazzolo, Bruce Abel, Floren Poliseo, Kelly Thompson, and Riley Taylor.

FY24 Budget Introduction and Overview. Tyler Sinclair and Kelly Thompson made staff comment. Council held discussion with staff. No motion was made.

Council recessed at 10:30am and reconvened at 10:38am.

Council continued discussion with staff regarding the FY24 Budget. No motion was made.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 11:34 a.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: April 26, 2023

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

APRIL 17, 2023

JACKSON, WYOMING

The Jackson Town Council met in regular workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 1:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Vice Mayor Arne Jorgensen, Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers. *Absent:* Mayor Hailey Morton Levinson.

STAFF: Tyler Sinclair, Lea Colasuonno, Roxanne Robinson, Bruce Abel, Floren Poliseo, Steve Ashworth, Tanya Anderson, Susan Scarlata, and Riley Taylor.

Budget Introduction and Overview. Tyler Sinclair, Kelly Thompson, and Lea Colasuonno made staff comment. Council held discussion with staff. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to direct staff to draft a letter to the County Commission saying that the Town Council is proposing a 33/67 split for joint funding budgets. Jim Rooks requested an amendment to change the proposed 33/67 split to a fixed number of approximately \$14.3 million. Jessica Sell Chambers accepted the amendment to the motion. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Tyler Sinclair, Lea Colasuonno, and Roxanne Robinson made staff comment. Council continued discussion with staff. No motion was made.

Council recessed at 3:10pm and reconvened at 3:22pm.

Council Liaison Assignments and Role Discussion. Roxanne Robinson made staff comment. Council held discussion with staff. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to direct staff to:

- 1) Prepare documentation of expectations and cautions for Liaison roles.
- 2) Formally communicate with organizations about Council Liaisons and how to engage with Council.
- 3) Re-assign Human Services Council and Integrated Solid Waste and Recycling Board to Jim Rooks.

Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Legislative Approach/WAM Resolutions. Susan Scarlata made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to write the full slate of proposed Resolutions to submit to WAM, to nominate Mayor Hailey Morton Levinson as the Town of Jackson’s Voting Delegate, and to approve travel expenses for Councilmembers to attend WAM’s Summer Convention. Vice Mayor Jorgensen called for the vote. The vote showed 3-1 with Arne Jorgensen, Jim Rooks, and Jonathan Schechter in favor and Jessica Sell Chambers opposed. The motion carried.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to adjourn. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 5:00 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

APRIL 17, 2023

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: Arne Jorgensen, Jim Rooks, Jonathan Schechter, and Jessica Sell Chambers. *Via Zoom:* None. *Absent:* Mayor Hailey Morton Levinson.

STAFF: Tyler Sinclair, Lea Colasuonno, Paul Anthony, Tyler Valentine, Katelyn Page, Charlotte Frei, Tanya Anderson, Floren Poliseo, Johnny Ziem, Steve Jellie, Brian Lenz, Kelly Thompson, and Riley Taylor.

Vice Mayor Jorgensen read a proclamation for Spring Clean Up and Burn Week.

Public Comment. Matt Bambach, Orion Hatch, Tyler Davis, Ethan McCloud, and Judd Grossman made public comment.

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

- A. **Meeting Minutes.** To approve the meeting minutes from the March 20, 2023 Special Town Council Workshop, Regular Workshop, Special Joint Information Meeting, and Regular Town Council Meeting, and April 10, 2023 Special Town Council Meeting.
- B. **Disbursements.** To approve disbursements as presented. ACE HARDWARE \$554.62; AMAZON \$256.67; BESTDRIVE IDAHO FALLS \$1,322.96; BIG R RANCH & HOME \$49.99; BLUE SPRUCE CLEANERS, INC. \$363.62; BRIGGS, ERIC L \$247.80; BURKHOLDER, SHAWN \$1,850.00; CARQUEST AUTO PARTS INC. \$2,656.27; CENTURY EQUIPMENT \$376.86; CONRAD & BISCHOFF INC. \$28,856.58; CULTIVATE \$1,625.00; DEAN'S PEST CONTROL LLC \$250.00; DELL \$77,856.00; DELTA DENTAL PLAN OF WYOMING \$6,483.00; E.R. OFFICE EXPRESS \$165.99; ETNA TRADE PARK LLC \$4,062.00; FERGUSON ENTERPRISES, INC. -\$170.17; FIRE SERVICES OF IDAHO \$220.00; FLEETPRIDE \$14.34; GE SOFTWARE \$80.00; HD FOWLER COMPANY \$21.84; HEALTHIEST YOU \$1,393.20; HIGH COUNTRY LINEN \$718.22; INTERSTATE BATTERY \$683.80; JACKSON HOLE NEWS & GUIDE \$228.00; J-B MECHANICAL \$629.00; KENWORTH SALES COMPANY DEPT #1 \$673.44; KL2 CONNECTS, LLC \$9,688.00; KOIS BROTHERS EQUIPMENT COMPANY \$1,747.78; LOWER VALLEY ENERGY INC \$55,048.07; MARKMAN, JASON \$1,900.00; METROQUIP INC \$190.16; MEYRING & ASSOCIATES, INC \$810.10; NAPA AUTO PARTS INC. -\$197.24; ON SIGHT LAND SURVEYORS INC. \$2,100.00; PEREZ, GERARDO \$1,500.00; PETHEALTH SERVICES INC \$600.00; PORT53 TECHNOLOGIES, INC \$4,590.00; PREMIER TRUCK- SALT LAKE CITY \$5,113.45; PROTERRA \$900.05; QUADIENT FINANCE USA, INV \$1,054.44; RAFTER J IMPROV/SERV DIST \$146.43; RON'S TOWING LLC \$1,000.00; RUSH INTERNATIONAL TRUCK CENTER \$1,365.00; SAFELITE FULFILLMENT INC \$525.01; SCHOW'S TRUCK CENTER \$339.70; SHERVIN'S INDEPENDENT OIL \$120.50; SHERWIN-WILLIAMS CO. \$48.67; SMITH POWER PRODUCTS, INC. \$2,160.00; SMITH PSYCHOLOGICAL SERVICES \$400.00; SNAKE RIVER ROASTING \$47.00; SPRING CREEK ANIMAL HOSPITAL \$481.05; SPSC POA - SOUTH PARK SERVICES CTR POA \$301.38; STONE, KIRK \$2,800.00; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$327.00; TETON MOTORS INC \$1,820.58; TETON RENTAL CENTER \$30.00; TETON TOYOTA \$36,914.00; TETON TRASH REMOVAL, INC. \$98.00; THE CONNOR E FIELD TRUST \$2,575.00; THOMSON WEST \$920.94; TITLE 22 CONSULTANTS \$1,150.42; TMSC LLC \$3,090.00; UPPER CASE PRINTING INK \$179.95; VALLEY OFFICE SYSTEMS \$43.67; VICTOR VILLAGE, LLC \$1,500.00; VIDIR INC \$20,307.88; VISION SERVICE PLAN - (WY) \$1,804.50; W.A.R.M. PROPERTY INSURANCE \$39,519.85; WATTS STEAM STORE ROCKY MT. INC \$745.84; WESTBANK SANITATION \$189.34; WHITE GLOVE CLEANING, INC. \$1,474.47; WILLIAMS, CHRISTOPHER \$740.00; WILMA D SORSBY TRUST \$3,000.00; WILSON, JOHN \$2,200.00; YELLOW IRON EXCAVATION, LLC \$80.00
- C. **March Municipal Court Report.** To accept the March Municipal Court Report into record.
- D. **P23-036 Prom Dress Rugby Temporary Sign Permit.** To approve temporary banner application (P23-036) for Moose Rugby including the three conditions of approval recommended by the Planning Director in the staff report dated April 17, 2023.
- E. **P23-039 Teton Powwow Temporary Sign Permit.** To approve temporary banner application (P23-039) for Central Wyoming College including the three conditions of approval recommended by the Planning Director in the staff report dated April 17, 2023.

- F. **P23-054: Jackson Hole Juggernauts Roller Derby Temporary Sign Permit.** To approve temporary banner application (P23-054) for JH Juggernauts including the three conditions of approval recommended by the Planning Director in the staff report dated April 17, 2023.
- G. **P23-066: Jackson Workforce Center Temporary Sign Permit.** To approve temporary banner application (P23-066) for Jackson Workforce Center including the three conditions of approval recommended by the Planning Director in the staff report dated April 17, 2023.
- H. **E22-007: Jackson Apartments Development Agreement for Utilities - 335 S Millward St.** To direct staff to proceed with the project and amend the FY2023 budget in the amount of \$44,560 as described herein, approve the Development Agreement between the Town and Jackson Street Apartments, LLC, and authorize the Mayor to execute the necessary documents subject to minor changes by staff.
- I. **Energy Audit for Town Facilities Request for Proposals.** To approve the release of the RFP for an energy audit of Town-owned buildings.
- J. **JH Juggernauts Malt Beverage Permit.** To approve the issuance of three (3) malt beverage permits to the Jackson Hole Juggernauts for roller derby bouts on April 22, June 10, and June 17, 2023, each permit for between from 7:00 p.m. to 10:00 p.m., subject to the conditions and restrictions listed in the staff report.
- K. **Special Restriction for Workforce Rental Housing Located at 185 N. Glenwood Unit 18.** To approve the 185 N. Glenwood Unit 18 Restriction for Workforce Rental Housing located at 185 N. Glenwood Unit 18.
- L. **Special Restriction for Affordable Rental Housing Located at 175 S. Glenwood (The Arts District).** To approve the Restrictions for three condo units of Affordable Rental Housing located at 175 S. Glenwood.
- M. **JH Airport Board FY2022/2023 Budget Amendment.** To approve the amendments to the Jackson Hole Airport Board's FY2022/2023 budget.

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

Discontinuance of START Bike Program and Disposal of START Bikes. Bruce Abel made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to discontinue the START Bike program and approve the sale of the START bikes and disposal of equipment pursuant to state statute. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Center for the Arts Comprehensive Lease Review Scoping Staff Report. Roxanne Robinson made staff comment. Council held discussion with staff. Carissa Achen, Laura Clarey, Scott Steen, Candra Day, Michelle Miller, Emma McKale, Audrey Hagen, and Marty Camino made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to prioritize a comprehensive lease review and usage of the Center for the Arts (CFA) and present that review when it is completed. Vice Mayor Jorgensen called for the vote. The vote showed 1-3 with Jim Rooks in favor, and Jessica Sell Chambers, Arne Jorgensen and Jonathan Schechter opposed. The motion failed.

A motion was made by Jonathan Schechter and seconded by Jim Rooks to direct staff to prioritize an outdoor sound-related review of Center for the Arts (CFA) lease and present that review when it is completed. Council held discussion. Vice Mayor Jorgensen called for the vote. The vote showed 2-1 with Jim Rooks and Jonathan Schechter in favor, Arne Jorgensen opposed, and Jessica Sell Chambers abstained. The motion carried.

Mountain Towns 2023 Scoping Staff Report. Tanya Anderson made staff comment. Council held discussion with staff. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to direct staff to prioritize hosting the Climate Solutions Summit in 2024 and to delay or defer the implementation of some strategies from the Town Sustainability Plan until it is complete. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Regional Transportation Task Force Appointment. Charlotte Frei made staff comment. Council held discussion with staff. A motion was made by Jonathan Schechter and seconded by Jim Rooks to appoint Charlotte Frei to represent the Town of Jackson on the Regional Transportation Task Force. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Opioid Lawsuit Settlement Agreement and Class Action Lawsuit PFAS. Lea Colasuonno made staff comment. Council held discussion with staff. A motion was made by Jessica Sell Chambers and seconded by Jim Rooks to approve the OneWyo II Opioid Settlement Memorandum of Agreement and authorize the Mayor to execute the Agreement, subject to minor changes by staff. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct staff to authorize and approve the Town of Jackson joining the PFAS multi-district litigation, and the Mayor executing the Retainer Agreement Between the Town of Jackson and the Law Firm of Napoli Shkolnik PLLC. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 7:31 p.m. and reconvened at 7:40 p.m.

P22-253 Development Plan at 245 and 265 N. Millward St. Katelyn Page, Steve Jellie, Paul Anthony, and Brian Lenz made staff comment. Rose Robertson, Jacob Henry, Dave Sollitt, John Bickner, Diana Welch, Sharron Henry, Les Rowllins, Eugenie Copp, made public comment. Stuart Suna made applicant comment.

Council recessed at 9:12 p.m. and reconvened at 9:22 p.m.

A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Development Plan for P22-253 for a new 3-story mixed-use building at the property addressed as 245 and 265 N. Millward Street based upon the findings presented in the staff report, the departmental reviews with the exception of the fire department comment regarding adding a fire lane to Millward Street, subject to this staff report dated April 17, 2023, and the following conditions of approval:

1. Prior to certificate of occupancy, the applicant is required to pave the entire alley from W. Gill Avenue to a standard that meets or exceeds the paving standards of the Town.
2. Prior to certificate of occupancy, a 6-foot wide public access easement across the eastern frontage of the property for sidewalk access shall be provided by the applicant to the Town and general public and recorded with the Teton County Clerk.
3. Prior to certificate of occupancy, a utility easement to access the transformer and associated equipment in the northwest corner of the Property shall be provided by the applicant to Lower Valley Energy and recorded with the Teton County Clerk.
4. The applicant is required to widen the portion of the alley the Town of Jackson does not, consistent with the staff comments from engineering prior to the start of construction, or as approved by the Town Engineer.
5. The applicant will meet all new standards of the Town's Construction Management Plan (CMP) and said CMP shall be presented to Council for its approval.

Vice Mayor Jorgensen called for the vote. The vote showed 3-1 with Jessica Sell Chambers, Jim Rooks, and Arne Jorgensen in favor and Jessica Sell Chambers opposed. The motion carried.

P23-030 Well 9 Wellhouse at 3001 Rangeview Drive. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to continue item P23-030 to the regularly scheduled Town Council meeting on May 15, 2023. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

P21-333 Short-term Rental LDR Update. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to continue item P21-333 to the regularly scheduled Town Council meeting on May 1, 2023. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

P23-026 LDR Annual Update and Cleanup. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to continue item P23-026 to the regularly scheduled Town Council meeting on May 15, 2023. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Resolutions. Resolution 23-04: JH Airport Grant to Rehabilitate and Expand Terminal Building. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve Resolution 23-04 Jackson Hole Airport Grant to Rehabilitate and Expand Terminal Building. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

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

Ordinance K: An Ordinance Establishing Encroachment Permits for Parklets.

AN ORDINANCE ADDING CHAPTER 12.10 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON CREATING ENCROACHMENT PERMIT – PARKLETS AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinance K on first reading. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance J: Neighborhood High Density-1 (NH-1) Zoning Amendment.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1217; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTION 2.2.9.E OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING MINIMUM DENSITY REQUIREMENTS IN THE NEIGHBORHOOD HIGH DENSITY-1 ZONING DISTRICT.

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

A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinance J on second reading. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance G: Municipal Code Recodification.

AN ORDINANCE PROVIDING FOR THE GENERAL REVISION AND RECODIFICATION OF THE TOWN OF JACKSON MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Jessica Sell Chambers and seconded by Jonathan Shechter to approve Ordinance G on third reading and designate it Ordinance 1342. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. None.

Town Manager’s Report. Tyler Sinclair made staff comment. The report contained updates on removal of mature spruce trees, USDA Farmers Market Promotion Program, Department of Energy’s Energy Efficiency and Conservation Block Grant, Town funding for climate action and ecosystem stewardship, a Letter of Support for Protect Our Water Jackson Hole, and Karns Meadow survey responses. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager’s Report. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to adjourn. Vice Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 10:02 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

April 17, 2023

Page 5 of 5

Riley Taylor, Town Clerk

Publish JH News & Guide: April 26, 2023

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

APRIL 24, 2023

JACKSON, WYOMING

The Jackson Town Council met in special workshop in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 1:30 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Morton Levinson, Arne Jorgensen, Jim Rooks, and Jonathan Schechter. Jessica Sell Chambers was absent.

STAFF: Tyler Sinclair, Roxanne Robinson, Michael “Zolo” Palazzolo, Floren Poliseo, Johnny Ziem, Michelle Weber, Kelly Thompson, and Riley Taylor.

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

Ordinance K: An Ordinance Establishing Encroachment Permits for Parklets.

AN ORDINANCE ADDING CHAPTER 12.10 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON CREATING ENCROACHMENT PERMIT – PARKLETS AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

FY24 Budget Introduction and Overview. Tyler Sinclair, Kelly Thompson, Johnny Ziem, and Roxanne Robinson made staff comment. Council held discussion with staff. No motion was made.

Adjourn. A motion was made by Jim Rooks 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 3:41 p.m. Minutes: rt

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Publish JH News & Guide: May 3, 2023

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
7072	120WATER	3815	PUBLIC WATER SYSTEM	04/22/2023	7,700.00	.00	
Total 7072:					7,700.00	.00	
6912	ABEL, BRUCE	041323	REIMBURSE END OF SEASON	04/13/2023	6,579.46	.00	
Total 6912:					6,579.46	.00	
51	ACE HARDWARE	812706	KEY	01/17/2023	7.98	.00	
51	ACE HARDWARE	816879	ICE MELT	02/28/2023	24.99	.00	
51	ACE HARDWARE	819962	CUT WHEEL	04/03/2023	14.95	.00	
51	ACE HARDWARE	820118	EXT CORD	04/04/2023	44.99	.00	
51	ACE HARDWARE	820177	FILTERS	04/04/2023	49.98	.00	
51	ACE HARDWARE	820361	METRIC	04/06/2023	3.96	.00	
51	ACE HARDWARE	820393	FUSE	04/07/2023	16.98	.00	
51	ACE HARDWARE	820401	VALVE BALL	04/07/2023	34.99	.00	
51	ACE HARDWARE	820586	WASHERS	04/10/2023	9.89	.00	
51	ACE HARDWARE	820752	BRASS SN	04/11/2023	8.79	.00	
51	ACE HARDWARE	820881	SAND PAPER	04/12/2023	16.47	.00	
51	ACE HARDWARE	820925	FORCEFLEX	04/13/2023	34.48	.00	
51	ACE HARDWARE	820989	TAPE AND STAPLES	04/13/2023	20.98	.00	
51	ACE HARDWARE	821055	SUPPLIES	04/14/2023	62.95	.00	
51	ACE HARDWARE	821122	MARKING PAINT	04/14/2023	615.09	.00	
51	ACE HARDWARE	821122	MARKING PAINT	04/14/2023	615.09	.00	
51	ACE HARDWARE	821291	JOINT CEMENT	04/17/2023	24.98	.00	
51	ACE HARDWARE	821368	SUPPLIES	04/17/2023	17.97	.00	
51	ACE HARDWARE	821391	SUPPLIES	04/18/2023	18.97	.00	
51	ACE HARDWARE	821607	DROPCLOTH	04/19/2023	77.97	.00	
51	ACE HARDWARE	821660	SUPPLIES	04/19/2023	165.44	.00	
51	ACE HARDWARE	821689	STAPLER	04/20/2023	289.98	.00	
51	ACE HARDWARE	821690	SPRAY PAINT	04/20/2023	7.49	.00	
51	ACE HARDWARE	821692	SUPPLIES	04/20/2023	30.46	.00	
51	ACE HARDWARE	821728	SCRAPER	04/20/2023	11.99	.00	
51	ACE HARDWARE	821836	SUPPLIES	04/21/2023	23.97	.00	
51	ACE HARDWARE	821875	CRATE	04/21/2023	8.99	.00	
Total 51:					2,260.77	.00	
4730	ADVANCED PUMP & EQUIPMEN	INVAPE13000	SPRING GULCH PUMP REPLAC	04/20/2023	10,722.41	.00	
Total 4730:					10,722.41	.00	
88	AIRGAS INTERMOUNTAIN INC.	9996236160	SMALL ARGON	03/31/2023	46.65	.00	
Total 88:					46.65	.00	
6900	ALDER ENVIRONMENTAL LLC	3051	COORDINATE THAW WELL OPE	04/07/2023	266.25	.00	
Total 6900:					266.25	.00	
6686	Allegiance Benefit Plan Manage, I	041023	claims	04/10/2023	16,330.85	16,330.85	04/13/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6686:					16,330.85	16,330.85	
6524	ALPHAGRAPHICS	IX-310172	ACCIDENT REPORTS	04/12/2023	168.30	.00	
Total 6524:					168.30	.00	
3530	AMSOIL INC	21484623 RI	SYNTHETIC 15W40 SS DIESEL	03/31/2023	8,869.17	.00	
Total 3530:					8,869.17	.00	
7221	ANDERS GLASS AND TINT	04242	WINDOW TINT RAV 4	04/24/2023	500.00	.00	
Total 7221:					500.00	.00	
3487	ARCHITECTURAL BUILDING SU	71445703	AUTO OPENERS	04/24/2023	9,343.00	.00	
Total 3487:					9,343.00	.00	
1783	AT&T	287259163099	charges for account 25725916309	04/08/2023	1,640.62	.00	
1783	AT&T	287279975460	charges for account 28727979546	03/11/2023	251.88	.00	
Total 1783:					1,892.50	.00	
7099	BAKER TILLY US, LLP	BT2276704	TOWN MANAGER JOB DESRIPT	12/29/2022	2,500.00	.00	
Total 7099:					2,500.00	.00	
3500	BISON LUMBER	2304-806385	PLANER KIT	04/12/2023	193.99	.00	
Total 3500:					193.99	.00	
7225	BROWN, MICHAEL	041423	TRAVEL REIMBURSEMENT	04/14/2023	350.00	.00	
Total 7225:					350.00	.00	
7223	BUTH, DAVID	041823	REIMBURSE	04/18/2023	300.00	.00	
Total 7223:					300.00	.00	
5	CARQUEST AUTO PARTS INC.	6090-607321	CREDIT	04/06/2023	999.99	.00	
5	CARQUEST AUTO PARTS INC.	6090-607566	HOSE	04/10/2023	17.52	.00	
5	CARQUEST AUTO PARTS INC.	6090-607870	AIR FILTER	04/12/2023	14.51	.00	
5	CARQUEST AUTO PARTS INC.	6090-608142	brake PADS	04/14/2023	42.94	.00	
Total 5:					1,074.96	.00	
10	CASH	041423	petty CASH	04/14/2023	84.00	.00	
10	CASH	041423	petty CASH	04/14/2023	.24-	.00	
10	CASH	041423	petty CASH	04/14/2023	45.04	.00	
10	CASH	041423	petty CASH	04/14/2023	42.37	.00	
Total 10:					171.17	.00	
544	CENTURYLINK	307-111-5050-	307-111-5050 246m	04/07/2023	2,154.94	.00	
Total 544:					2,154.94	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
69	COMMUNITY ENTRY SERVICES	040623	4th QUARTER	04/06/2023	32,500.00	.00	
Total 69:					32,500.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10782	CONTROL HARDWARE	04/03/2023	782.00	.00	
4887	CONTROL SYSTEM TECHNOLO	10802	CONTROL SERVICE	04/24/2023	300.00	.00	
Total 4887:					1,082.00	.00	
3272	COPYWORKS, LLC	50430	POSTERS	04/06/2023	69.90	.00	
3272	COPYWORKS, LLC	50441	POSTERS	04/11/2023	69.90	.00	
Total 3272:					139.80	.00	
148	DELL	10665893101	DESKTOPS	04/17/2023	18,754.00	.00	
Total 148:					18,754.00	.00	
7037	DICK ANDERSON CONSTRUCTI	042423	PAY APP #8 CORE FACILITY	04/24/2023	1,243,977.49	.00	
Total 7037:					1,243,977.49	.00	
6883	DIVISION OF CHILD SUPPORT	042023	DCSE CASE #0005405448	04/20/2023	509.23	509.23	04/20/2023
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	20748	Office Supplies	02/28/2023	61.22	.00	
3408	E.R. OFFICE EXPRESS	20898	INDEX TABS	04/12/2023	10.13	.00	
3408	E.R. OFFICE EXPRESS	20922	PAPER	04/20/2023	157.56	.00	
Total 3408:					228.91	.00	
2380	EMPLOYERS COUNCIL SERVIC	0000460326	UNBIASED INTERVIEWING	04/06/2023	265.00	.00	
Total 2380:					265.00	.00	
1134	ENERGY LABORATORIES INC.	543555	INFLUENT AND EFFLUENT	04/05/2023	200.00	.00	
1134	ENERGY LABORATORIES INC.	543968	INFLUENT AND EFFLUENT	04/11/2023	464.00	.00	
Total 1134:					664.00	.00	
5932	ENTRY SYSTEM INC.	60687	SERVICE CALL AND REPAIR	01/09/2023	1,440.00	.00	
Total 5932:					1,440.00	.00	
6802	FALL RIVER PROPANE	2538552	PROPANE	04/13/2023	1,979.50	.00	
6802	FALL RIVER PROPANE	2540449	PROPANE	04/13/2023	462.69	.00	
6802	FALL RIVER PROPANE	2540450	PROPANE	04/13/2023	592.19	.00	
Total 6802:					3,034.38	.00	
7168	FALL RIVER RURAL ELECTIC	51773001 0423	CHATHAM LOOP 101 ELECTRIC	04/20/2023	74.98	.00	
Total 7168:					74.98	.00	
3195	FERGUSON ENTERPRISES, IN	1406751	DISHWASHER PART	03/30/2023	9.43	.00	
3195	FERGUSON ENTERPRISES, IN	1418515	1.6 GPF	04/04/2023	170.17	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3195:					179.60	.00	
4294	FIRE SERVICES OF IDAHO	12506145	ALARM MONITORING VERTICA	03/31/2023	360.00	.00	
4294	FIRE SERVICES OF IDAHO	12507838	ALARM SYSTEM SERVICE CALL	04/18/2023	230.00	.00	
Total 4294:					590.00	.00	
668	FREEDOM MAILING SERVICE I	45029	UTILITY BILLING	04/05/2023	889.35	.00	
668	FREEDOM MAILING SERVICE I	45029	UTILITY BILLING	04/05/2023	889.35	.00	
668	FREEDOM MAILING SERVICE I	45029	WATER REPORT	04/05/2023	52.92	.00	
Total 668:					1,831.62	.00	
4212	GILLIG LLC	41031718	Rotor	04/18/2023	1,699.60	.00	
4212	GILLIG LLC	41031719	TANK ASM	04/18/2023	1,045.63	.00	
4212	GILLIG LLC	41033247	SEAL	04/20/2023	800.36	.00	
4212	GILLIG LLC	41033458	AIRSEAL	04/21/2023	18.80	.00	
Total 4212:					3,564.39	.00	
6913	H & R ENTERPRISES, LLC	541	UNIFORM SHIRTS	03/27/2023	1,186.29	.00	
Total 6913:					1,186.29	.00	
93	HACH CHEMICAL CO.	13553638	SUPPLIES	04/21/2023	1,543.16	.00	
Total 93:					1,543.16	.00	
7181	HANSEN EARTH WORKS LLC	2343	SNOW REMOVAL	04/17/2023	6,648.30	.00	
Total 7181:					6,648.30	.00	
7169	HAWLEY, FLAVIANNA	041723	REIMBURSE WASHING MACHIN	04/17/2023	739.88	.00	
Total 7169:					739.88	.00	
96	HIGH COUNTRY LINEN	0336834	FLEET	03/09/2023	30.04	.00	
96	HIGH COUNTRY LINEN	0336834	BUILDING MAINT	03/09/2023	162.43	.00	
96	HIGH COUNTRY LINEN	0336834	WWTP	03/09/2023	16.05	.00	
96	HIGH COUNTRY LINEN	0336834	WATER	03/09/2023	20.81	.00	
96	HIGH COUNTRY LINEN	0336834	ADMIN	03/09/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0336834	CREDOT	03/09/2023	4.00-	.00	
96	HIGH COUNTRY LINEN	0336834	SHOP SUPPLIES	03/09/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0336834	FACILTY	03/09/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0336834	ADMIN	03/09/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0336834	SEWER	03/09/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0336834	STREET	03/09/2023	16.04	.00	
96	HIGH COUNTRY LINEN	0370228	SHOP SUPPLIES	03/30/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0370228	FACILTY	03/30/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0370228	ADMIN	03/30/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0370228	FLEET	03/30/2023	30.04	.00	
96	HIGH COUNTRY LINEN	0370228	SEWER	03/30/2023	14.67	.00	
96	HIGH COUNTRY LINEN	0370228	ADMIN	03/30/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0370228	WATER	03/30/2023	13.31	.00	
96	HIGH COUNTRY LINEN	0370228	STREET	03/30/2023	19.07	.00	
96	HIGH COUNTRY LINEN	0370228	BUILDING MAINT	03/30/2023	14.77	.00	
96	HIGH COUNTRY LINEN	0370228	WWTP	03/30/2023	13.30	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
96	HIGH COUNTRY LINEN	0371264	SEWER	04/06/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0371264	WATER	04/06/2023	20.81	.00	
96	HIGH COUNTRY LINEN	0371264	ADMIN	04/06/2023	3.33	.00	
96	HIGH COUNTRY LINEN	0371264	CREDIT	04/06/2023	5.65-	.00	
96	HIGH COUNTRY LINEN	0371264	FLEET	04/06/2023	30.04	.00	
96	HIGH COUNTRY LINEN	0371264	STREET	04/06/2023	17.69	.00	
96	HIGH COUNTRY LINEN	0371264	BUILD MAINT	04/06/2023	162.59	.00	
96	HIGH COUNTRY LINEN	0371264	WWTP	04/06/2023	16.05	.00	
96	HIGH COUNTRY LINEN	0371264	SHOP SUPPLIES	04/06/2023	6.85	.00	
96	HIGH COUNTRY LINEN	0371264	FACILTY	04/06/2023	13.30	.00	
96	HIGH COUNTRY LINEN	0371264	ADMIN	04/06/2023	3.32	.00	
96	HIGH COUNTRY LINEN	0372063	MATS @ SHELTER	04/12/2023	81.15	.00	
96	HIGH COUNTRY LINEN	0372165	TOWELS	04/12/2023	95.85	.00	
96	HIGH COUNTRY LINEN	0372660	MATS @ SI FERRIN	04/17/2023	17.33	.00	
96	HIGH COUNTRY LINEN	0372665	MATS @ HOME RANCH	04/17/2023	23.96	.00	
96	HIGH COUNTRY LINEN	C0373440	CREDIT	04/21/2023	74.60-	.00	
96	HIGH COUNTRY LINEN	S0373436	PAPER PRODUCTS	04/21/2023	120.67	.00	
96	HIGH COUNTRY LINEN	S0373437	TOWELS	04/21/2023	47.06	.00	
Total 96:					1,006.48	.00	
6041	HOLE FOOD RESCUE	041523	4TH QUARTER PAYMENT	04/15/2023	5,000.00	.00	
Total 6041:					5,000.00	.00	
6121	IDENTISYS, INC	603184	ANNUAL CONTRACT	01/17/2023	1,438.00	.00	
Total 6121:					1,438.00	.00	
106	INTERSTATE BATTERY	22256813	BATTERIES	04/10/2023	2,639.60	.00	
106	INTERSTATE BATTERY	22256891	BATTERIES	04/18/2023	225.80	.00	
Total 106:					2,865.40	.00	
6954	IVY OUTDOOR SERVICES LLC	0000035	MARCH TRASH SERVICE	04/11/2023	4,785.75	.00	
Total 6954:					4,785.75	.00	
5098	JACKSON ANIMAL HOSPITAL	64360	DOG SUPPLIES	04/24/2023	128.22	.00	
Total 5098:					128.22	.00	
2	JACKSON CURBSIDE INC.	00030832	RECYCLE @ PW	04/10/2023	210.00	.00	
2	JACKSON CURBSIDE INC.	00030837	RECYCLE @ TOWN HALL	04/10/2023	495.00	.00	
2	JACKSON CURBSIDE INC.	00030847	DOWNTOWN RECYCLING	04/10/2023	1,090.00	.00	
Total 2:					1,795.00	.00	
4044	JACKSON GROUP PETERBILT	638388IF	FILTERS	04/20/2023	266.82	.00	
Total 4044:					266.82	.00	
858	JACKSON HOLE COMMUNITY H	040623	4TH QUARTER PAYMENT	04/06/2023	12,500.00	.00	
Total 858:					12,500.00	.00	
6474	JACKSON HOLE LAW, PC	1896	april legal services	04/26/2023	3,007.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6474:					3,007.50	.00	
131	JACKSON HOLE NEWS & GUID	351179	AD#415935	03/29/2023	90.00	.00	
131	JACKSON HOLE NEWS & GUID	351180	AD#415936	03/29/2023	90.00	.00	
131	JACKSON HOLE NEWS & GUID	351181	AD#415937	03/29/2023	117.00	.00	
131	JACKSON HOLE NEWS & GUID	351694	AD#416279	04/12/2023	504.00	.00	
131	JACKSON HOLE NEWS & GUID	351737	AD#416280	04/12/2023	36.00	.00	
131	JACKSON HOLE NEWS & GUID	351753	AD#416131	04/12/2023	577.60	.00	
131	JACKSON HOLE NEWS & GUID	351754	AD#416308	04/12/2023	433.20	.00	
131	JACKSON HOLE NEWS & GUID	351858	AD#416519	04/19/2023	49.50	.00	
131	JACKSON HOLE NEWS & GUID	351859	AD#416518	04/19/2023	171.00	.00	
131	JACKSON HOLE NEWS & GUID	351918	AD#416030	04/19/2023	433.20	.00	
131	JACKSON HOLE NEWS & GUID	351919	AD#416375	04/19/2023	433.20	.00	
Total 131:					2,934.70	.00	
114	JACKSON LUMBER INC	0000868674-0	MARKING PAINT	04/17/2023	106.08	.00	
114	JACKSON LUMBER INC	0000868674-0	MARKING PAINT	04/17/2023	106.08	.00	
Total 114:					212.16	.00	
239	JH20 WATER CONDITIONING &	I230301897	water @ WWTP	03/31/2023	89.50	.00	
Total 239:					89.50	.00	
139	JORGENSEN ASSOCIATES, PC	50904	19137 FLAT CREEK SEWER	03/17/2023	12,762.15	.00	
139	JORGENSEN ASSOCIATES, PC	50917	19145 STREETSCAPE	03/24/2023	2,675.00	.00	
139	JORGENSEN ASSOCIATES, PC	50928	23007 TOJ LIBRARY UPDATES	03/24/2023	3,426.25	.00	
139	JORGENSEN ASSOCIATES, PC	50928	23007 TOJ LIBRARY UPDATES	03/24/2023	1,803.75	.00	
139	JORGENSEN ASSOCIATES, PC	51034	START OFFICE REMODEL	04/19/2023	575.00	.00	
139	JORGENSEN ASSOCIATES, PC	51034	CORE FACILITY PROJECYT	04/19/2023	61,360.35	.00	
139	JORGENSEN ASSOCIATES, PC	51039	18047 GREGORY LANE	04/19/2023	1,650.00	.00	
139	JORGENSEN ASSOCIATES, PC	51041	23017 TOJ	04/19/2023	2,733.75	.00	
Total 139:					86,986.25	.00	
2485	KENWORTH SALES COMPANY	004P15992	TEFLON OIL BATH	04/12/2023	228.84	.00	
2485	KENWORTH SALES COMPANY	004P16483	NUT AXEL	04/20/2023	445.52	.00	
Total 2485:					674.36	.00	
4102	LACAL EQUIPMENT, INC	0384717-IN	LIFT CYLINDER	04/11/2023	1,340.78	.00	
Total 4102:					1,340.78	.00	
7205	LANGLEY, ANNETTE	042023	REIMBURSE TRASH SERVICE	04/20/2023	23.67	.00	
Total 7205:					23.67	.00	
2859	LEADERSHIP JACKSON HOLE	101 0323	3RD QUATER	04/13/2023	2,000.00	.00	
2859	LEADERSHIP JACKSON HOLE	101 0423	4TH QUARTER	04/13/2023	2,000.00	.00	
Total 2859:					4,000.00	.00	
6926	LEGACY PHILANTHROPY WOR	TOJ2023-3	3RD QUARTER	04/20/2023	3,750.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6926:					3,750.00	.00	
6847	LENAMOND, LYNSEY	041023	REIMBURSE EMPLOYEE EVEN	04/10/2023	346.62	.00	
6847	LENAMOND, LYNSEY	041823	REIMBURSE FOR EMPLOYEE P	04/18/2023	95.35	.00	
Total 6847:					441.97	.00	
5691	LEPCO	52291	CAR WASH PRODUCTS	04/19/2023	947.40	.00	
Total 5691:					947.40	.00	
2224	LOCAL GOV'T LIABILITY POOL	14625	DEDUCTIBLE AA230049	04/25/2023	1,000.00	.00	
Total 2224:					1,000.00	.00	
677	MACY'S SERVICES	37419	SEWER JET PARKING GARAGE	03/31/2023	325.00	.00	
Total 677:					325.00	.00	
998	METROQUIP INC	P20428	FILTERS	04/11/2023	479.80	.00	
998	METROQUIP INC	P20496	CYLINDER AND BELTS	04/13/2023	2,291.61	.00	
Total 998:					2,771.41	.00	
4401	MEYRING & ASSOCIATES, INC	4686	REPAIR @ SHELTER	02/16/2023	250.00	.00	
Total 4401:					250.00	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0177	MONTHLY RENT MAY	04/01/2023	35,000.00	.00	
Total 6770:					35,000.00	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6057225003	TAPE	04/11/2023	10.34	.00	
Total 4623:					10.34	.00	
257	NAPA AUTO PARTS INC.	131404	AIR CONDITIONING	04/05/2023	32.00	.00	
257	NAPA AUTO PARTS INC.	132350	PARTS	04/11/2023	108.94	.00	
257	NAPA AUTO PARTS INC.	132381	d earth	04/11/2023	57.45	.00	
257	NAPA AUTO PARTS INC.	132539	OIL FILTER	04/12/2023	29.31	.00	
257	NAPA AUTO PARTS INC.	132554	FILTERS	04/12/2023	26.65	.00	
257	NAPA AUTO PARTS INC.	132610	SILENT GUEARD	04/12/2023	87.98	.00	
257	NAPA AUTO PARTS INC.	132838	EXHAUST GASKETS	04/13/2023	136.24	.00	
257	NAPA AUTO PARTS INC.	132862	BATTERY	04/13/2023	214.23	.00	
257	NAPA AUTO PARTS INC.	133070	FILTERS	04/14/2023	13.14	.00	
257	NAPA AUTO PARTS INC.	133113	OIL FILTER	04/14/2023	13.32	.00	
257	NAPA AUTO PARTS INC.	133119	TRANSMISSION FLUID	04/14/2023	64.79	.00	
257	NAPA AUTO PARTS INC.	133957	Filters	04/19/2023	44.40	.00	
Total 257:					828.45	.00	
187	NELSON ENGINEERING	60788	22-278 SEWER MASTERPLAN	01/31/2023	5,347.50	.00	
187	NELSON ENGINEERING	61128	20-085-04 SIDEWALK	03/31/2023	152.50	.00	
187	NELSON ENGINEERING	61155	22-278 SEWER MASTERPLAN	03/31/2023	4,501.25	.00	
187	NELSON ENGINEERING	61162	19-318-11 SEWER EASEMENT	03/31/2023	510.00	.00	
187	NELSON ENGINEERING	61167	21-060-01 THAW WELL	03/31/2023	250.00	.00	
187	NELSON ENGINEERING	61223	22-255 TOJ WELL HOUSE	03/31/2023	17,302.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 187:					28,063.25	.00	
7224	OAKESON, KADEN	041423	TRAVEL REIMBURSEMENT	04/14/2023	350.00	.00	
Total 7224:					350.00	.00	
513	ON SIGHT LAND SURVEYORS I	042423	P23-019 TECH REVIEW	04/24/2023	1,200.00	.00	
Total 513:					1,200.00	.00	
7070	PEAK WATER SERVICES, LLC	INVPWS1316	SNOW KING BOOSTER REHAB	04/24/2023	17,500.00	.00	
Total 7070:					17,500.00	.00	
5026	PELLETIER, CARL	041423	BIRTHDAY CARDS	04/14/2023	9.54	.00	
Total 5026:					9.54	.00	
4894	PLATT	3W1045	LFU	04/20/2023	204.61	.00	
Total 4894:					204.61	.00	
6483	PREMIER TRUCK- SALT LAKE C	775484854	SEAL KIT	03/30/2023	596.38	.00	
6483	PREMIER TRUCK- SALT LAKE C	775484951	V BELT	03/30/2023	88.81	.00	
6483	PREMIER TRUCK- SALT LAKE C	775487307	V BELT	04/10/2023	178.08	.00	
6483	PREMIER TRUCK- SALT LAKE C	775487789	SEAL KIT	04/10/2023	169.34	.00	
Total 6483:					1,032.61	.00	
6594	PROTERRA	1058343	SHOCK	04/12/2023	2,767.55	.00	
6594	PROTERRA	1058686	GASKET	04/19/2023	2.20	.00	
6594	PROTERRA	1058772	MIRROR	04/20/2023	95.80	.00	
Total 6594:					2,865.55	.00	
7066	R & A SAFETY LLC	41603	RANDOM	02/28/2023	90.50	.00	
7066	R & A SAFETY LLC	41620	PRE EMPLOY	02/27/2023	90.50	.00	
7066	R & A SAFETY LLC	41623	DOT POST ACCIDENT	03/01/2023	115.50	.00	
7066	R & A SAFETY LLC	41654	RANDOM	03/08/2023	90.50	.00	
7066	R & A SAFETY LLC	41694	PREMEMPLOY	03/14/2023	90.50	.00	
7066	R & A SAFETY LLC	41739	PRE-EMPLOY	03/23/2023	90.50	.00	
7066	R & A SAFETY LLC	41739	RANDOM	03/23/2023	115.50	.00	
7066	R & A SAFETY LLC	41767	DOT RANDOM	03/27/2023	115.50	.00	
7066	R & A SAFETY LLC	41804	RANDOM DOT	03/30/2023	90.50	.00	
Total 7066:					889.50	.00	
6069	RAFTELIS	27786	TIERED WATER RATE REVIEW	04/13/2023	4,251.25	.00	
6069	RAFTELIS	27786	TIERED WATER RATE REVIEW	04/13/2023	4,251.25	.00	
Total 6069:					8,502.50	.00	
3694	RUSH INTERNATIONAL TRUCK	3032016082	SENSOR	04/06/2023	594.13	.00	
Total 3694:					594.13	.00	
201	SENIOR CENTER OF JACKSON	16993	3RD AND 4TH QUARTER	04/25/2023	66,990.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 201:					66,990.50	.00	
231	SHERVIN'S INDEPENDENT OIL	31982	ALIGNMENT	04/12/2023	154.50	.00	
Total 231:					154.50	.00	
4359	SHERWIN-WILLIAMS CO.	2829-8	PAINT	04/19/2023	47.57	.00	
4359	SHERWIN-WILLIAMS CO.	2830-6	PAINT	04/19/2023	48.67	.00	
Total 4359:					96.24	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334608317	Food	04/20/2023	83.19	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334608317	ANIMAL CARE	04/20/2023	69.12	.00	
Total 1505:					152.31	.00	
6871	STANDARD INSURANCE COMP	030123	MARCH VOLUNTARY POLICIES	03/01/2023	1,976.42	1,976.42	04/01/2023
6871	STANDARD INSURANCE COMP	030123	MARCH VOLUNTARY LIFE	03/01/2023	935.35	935.35	04/01/2023
6871	STANDARD INSURANCE COMP	030123	MARCH PREMIUM	03/01/2023	4,696.61	4,696.61	04/01/2023
Total 6871:					7,608.38	7,608.38	
5260	STEPHENS, SHAWN	041923	TRAVEL EXPENSES	04/19/2023	917.06	.00	
Total 5260:					917.06	.00	
4933	SYMBOLARTS, LLC	0459951	BADGES	04/10/2023	410.75	.00	
Total 4933:					410.75	.00	
7059	TAYLOR, RILEY	042123	TRAVEL EXPENSES	04/21/2023	173.02	.00	
Total 7059:					173.02	.00	
4514	TEAM LABORATORY CHEMICAL	INV0034776	ROAD PATCH	03/31/2023	2,105.50	.00	
Total 4514:					2,105.50	.00	
2814	TERRA FIRMA ORGANICS, INC	631	SNOW REMOVAL	03/30/2023	1,375.00	.00	
Total 2814:					1,375.00	.00	
6678	TETON COUNTY FAIR	96425	FY23 AGREEMENT	04/24/2023	80,000.00	.00	
Total 6678:					80,000.00	.00	
581	TETON COUNTY INTEGRATED	607147	DUMP FEES	04/05/2023	13.00	.00	
Total 581:					13.00	.00	
268	TETON MOTORS INC	5105818	TRANSMISSION	04/05/2023	5,813.76	.00	
268	TETON MOTORS INC	5105906	SEAL	04/13/2023	14.21	.00	
268	TETON MOTORS INC	5105907	DEFLECTOR	04/13/2023	117.02	.00	
268	TETON MOTORS INC	5105965	PUMP	04/19/2023	27.72	.00	
268	TETON MOTORS INC	5105977	CREDIT	04/20/2023	2,000.00-	.00	
268	TETON MOTORS INC	6164825/1	TRASMISSION PROGRAM	04/20/2023	194.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 268:					4,167.11	.00	
6992	TETON ROPE ACCESS AND SE	1017	SNOW REMOVAL	02/04/2023	1,277.50	.00	
6992	TETON ROPE ACCESS AND SE	1069	SNOW REMOVAL	04/06/2023	207.50	.00	
6992	TETON ROPE ACCESS AND SE	1073	SNOW REMOVAL	04/06/2023	245.00	.00	
Total 6992:					1,730.00	.00	
3237	THE AFTERMARKET PARTS CO	82991584	HOSE	04/10/2023	142.05	.00	
Total 3237:					142.05	.00	
70	THYSSEN KRUPP ELEVATOR C	5002076072	GOLD MAINTENANCE	02/28/2023	281.25	.00	
Total 70:					281.25	.00	
7162	TRC FABRICATION, LLC	4959TOJ	JOIST AND DECK AREA F	02/16/2023	631,306.14	.00	
7162	TRC FABRICATION, LLC	5010TOJ	MISC MATERIAL	04/18/2023	11,090.57	.00	
Total 7162:					642,396.71	.00	
1949	VERIZON WIRELESS	9931504215	MONTHLY SERVICES	04/01/2023	8,237.45	.00	
Total 1949:					8,237.45	.00	
6319	VIRGINIAN VILLAGE CONDO H	875	ASSOC DUES	04/10/2023	540.00	.00	
6319	VIRGINIAN VILLAGE CONDO H	875	ASSOC DUES	04/10/2023	540.00	.00	
Total 6319:					1,080.00	.00	
3420	VISA	Admin 2963 03	INDEED-PERSONNEL/TOWN CL	03/24/2023	2.88	.00	
3420	VISA	Admin 2963 03	MERRY PIGS-PERSONNEL/TO	03/24/2023	125.00	.00	
3420	VISA	Admin 2963 03	INDEED-START	03/24/2023	1.82	.00	
3420	VISA	Admin 2963 03	JOHNSON AND ROBERTS-PER	03/24/2023	17.50	.00	
3420	VISA	Admin 2963 03	INDEED-PERSONNEL/TOWN CL	03/24/2023	260.73	.00	
3420	VISA	Admin 2963 03	SKINNY SKIS-PERSONNEL/TO	03/24/2023	50.00	.00	
3420	VISA	Admin 2963 03	INDEED-START	03/24/2023	200.06	.00	
3420	VISA	Admin 2963 03	ONLINE JOBGS-PERSONNEL/T	03/24/2023	487.19	.00	
3420	VISA	Admin 2963 03	NEOGOV-START	03/24/2023	199.00	.00	
3420	VISA	Admin 2963 03	ONLINE JOBGS-START	03/24/2023	13.72	.00	
3420	VISA	Admin 2963 03	DOLLAR STORE-PERSONNEL/T	03/24/2023	5.30	.00	
3420	VISA	Admin 2963 03	INDEED-PERSONNEL/TOWN CL	03/24/2023	300.15	.00	
3420	VISA	Admin 2963 03	NEOGOV-PERSONNEL/TOWN C	03/24/2023	199.00	.00	
3420	VISA	Admin 2963 03	NAME BADGES-PERSONNEL/T	03/24/2023	10.97	.00	
3420	VISA	Admin 2963 03	PICAS-PERSONNEL/TOWN CLE	03/24/2023	25.00	.00	
3420	VISA	Admin 2963 03	INDEED-START	03/24/2023	239.96	.00	
3420	VISA	Admin 2963 03	DOLLAR STORE-PERSONNEL/T	03/24/2023	14.84	.00	
3420	VISA	Admin 9118 03/	HOTEL RES-TOWN ATTORNEY	03/24/2023	284.45	.00	
3420	VISA	Animal 2344 03	PICAS-ANIMAL SHELTER/CONT	03/24/2023	58.59	.00	
3420	VISA	Animal 2344 03	PETS PLACE PLUS-ANIMAL SH	03/24/2023	69.58	.00	
3420	VISA	Animal 2344 03	CHEWY-ANIMAL SHELTER/CON	03/24/2023	53.98	.00	
3420	VISA	Animal 2344 03	PETS PLACE PLUS-ANIMAL SH	03/24/2023	69.58	.00	
3420	VISA	Animal 2344 03	SMITHS-ANIMAL SHELTER/CON	03/24/2023	71.31	.00	
3420	VISA	Animal 2344 03	SMITHS-ANIMAL SHELTER/CON	03/24/2023	71.45	.00	
3420	VISA	Animal 2344 03	SKINNY SKIS-ANIMAL SHELTER	03/24/2023	42.35	.00	
3420	VISA	Animal 2344 03	AMAZON-ANIMAL SHELTER/CO	03/24/2023	8.41	.00	
3420	VISA	Animal 2344 03	AMAZON-ANIMAL SHELTER/CO	03/24/2023	99.21	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420	VISA	Animal 2344 03	SMITHS-ANIMAL SHELTER/CON	03/24/2023	87.92	.00	
3420	VISA	CD 1016 03/24	ANNIES KITCHEN-COMMUNITY	03/24/2023	100.00	.00	
3420	VISA	CD 1016 03/24	PERSEPHONE-COMMUNITY DE	03/24/2023	19.75	.00	
3420	VISA	Finance 2179 0	USPS-TOWN-WIDE SERVICES	03/24/2023	63.00	.00	
3420	VISA	IT 6908 03/24/2	DOG-INFORMATION TECHNOL	03/24/2023	76.80	.00	
3420	VISA	IT 6908 03/24/2	IPHONE PAYMENT-INFORMATIO	03/24/2023	69.50	.00	
3420	VISA	IT 6908 03/24/2	GARMIN-INFORMATION TECHN	03/24/2023	62.95	.00	
3420	VISA	IT 6908 03/24/2	IPHONE PAYMENT-INFORMATIO	03/24/2023	69.50	.00	
3420	VISA	IT 6908 03/24/2	VUE MARKETPLACE-INFORMAT	03/24/2023	189.00	.00	
3420	VISA	IT 6908 03/24/2	PORTLAND LABS-INFORMATIO	03/24/2023	90.00	.00	
3420	VISA	IT 6908 03/24/2	GO DADDY-INFORMATION TEC	03/24/2023	1,279.00	.00	
3420	VISA	IT 6908 03/24/2	AMAZON-INFORMATION TECHN	03/24/2023	78.99	.00	
3420	VISA	IT 6908 03/24/2	DISH NETWORK-TOWN-WIDE S	03/24/2023	139.73	.00	
3420	VISA	IT 6908 03/24/2	CREDIT-INFORMATION TECHN	03/24/2023	1,795.00-	.00	
3420	VISA	IT 6908 03/24/2	PINKY G'S-INFORMATION TECH	03/24/2023	76.82	.00	
3420	VISA	IT 6908 03/24/2	SPECTRUM-INFORMATION TEC	03/24/2023	99.99	.00	
3420	VISA	P&B 6098 03/2	WYOMING PLANNING ASSOC-P	03/24/2023	200.00	.00	
3420	VISA	P&B 6098 03/2	AMAZON-PLANNING	03/24/2023	143.09	.00	
3420	VISA	P&B 6098 03/2	CASPER STAR TRIBUNE-COMM	03/24/2023	19.99	.00	
3420	VISA	P&B 6098 03/2	MAILCHIMP-COMMUNITY DEVE	03/24/2023	69.00	.00	
3420	VISA	P&B 6098 03/2	SMART GOV-PLANNING	03/24/2023	1.00	.00	
3420	VISA	P&B 6106 03/2	SMARTGOV TESTS-PLANNING	03/24/2023	3.00	.00	
3420	VISA	PD 0355 03/24/	HAT SIX-POLICE - PATROL	03/24/2023	39.30	.00	
3420	VISA	PD 0355 03/24/	USPS-POLICE - ADMINISTRATI	03/24/2023	32.52	.00	
3420	VISA	PD 0355 03/24/	TEXAS ROADHOUSE-POLICE -	03/24/2023	59.84	.00	
3420	VISA	PD 0355 03/24/	UPS-POLICE - INVESTIGATIONS	03/24/2023	11.62	.00	
3420	VISA	PD 0355 03/24/	ALBERTSONS-POLICE - PATRO	03/24/2023	251.61	.00	
3420	VISA	PD 0355 03/24/	SHELL-POLICE - PATROL	03/24/2023	46.36	.00	
3420	VISA	PD 0355 03/24/	HILTON-POLICE - PATROL	03/24/2023	582.76	.00	
3420	VISA	PD 0355 03/24/	GOOD TO GO-POLICE - PATROL	03/24/2023	29.58	.00	
3420	VISA	PD 0355 03/24/	UPS-POLICE - INVESTIGATIONS	03/24/2023	23.35	.00	
3420	VISA	PD 0355 03/24/	HUDSON NEWS-PERSONNEL/	03/24/2023	17.11	.00	
3420	VISA	PD 0355 03/24/	BUDGET-PERSONNEL/TOWN C	03/24/2023	251.42	.00	
3420	VISA	PD 0355 03/24/	COWBOY COFFEE-POLICE - PA	03/24/2023	40.42	.00	
3420	VISA	PD 0355 03/24/	UPS-POLICE - ADMINISTRATIO	03/24/2023	33.07	.00	
3420	VISA	PD 0355 03/24/	DUNKIN-PERSONNEL/TOWN CL	03/24/2023	9.66	.00	
3420	VISA	PD 0355 03/24/	THE MARKET-PERSONNEL/TO	03/24/2023	29.45	.00	
3420	VISA	PD 0355 03/24/	ROSSI-PERSONNEL/TOWN CLE	03/24/2023	18.85	.00	
3420	VISA	PD 0355 03/24/	JOLLEY-PERSONNEL/TOWN CL	03/24/2023	26.13	.00	
3420	VISA	PD 0355 03/24/	FOLINOS-PERSONNEL/TOWN C	03/24/2023	21.65	.00	
3420	VISA	PD 0355 03/24/	WAFFLE HOUSE-PERSONNEL/T	03/24/2023	11.75	.00	
3420	VISA	PD 0355 03/24/	KOUNTRY KART-PERSONNEL/T	03/24/2023	19.43	.00	
3420	VISA	PD 0355 03/24/	SHAKE SHACK-PERSONNEL/TO	03/24/2023	10.09	.00	
3420	VISA	PD 0355 03/24/	HERTZ-PERSONNEL/TOWN CL	03/24/2023	399.95	.00	
3420	VISA	PD 0355 03/24/	TAILWIND-PERSONNEL/TOWN	03/24/2023	13.33	.00	
3420	VISA	PD 1064 03/24/	SUBWAY-POLICE - PATROL	03/24/2023	6.84	.00	
3420	VISA	PD 1064 03/24/	CANDOR RETAIL-POLICE - INVE	03/24/2023	93.01	.00	
3420	VISA	PD 1064 03/24/	KLIM-POLICE - PATROL	03/24/2023	2,221.36	.00	
3420	VISA	PD 1064 03/24/	TEXAS ROADHOUSE-POLICE -	03/24/2023	30.52	.00	
3420	VISA	PD 1064 03/24/	GRAVITY GRAPHICS-POLICE -	03/24/2023	137.61	.00	
3420	VISA	PD 1064 03/24/	AMAZON-POLICE - PATROL	03/24/2023	230.00	.00	
3420	VISA	PD 1064 03/24/	CAF♦ RIO-POLICE - PATROL	03/24/2023	14.12	.00	
3420	VISA	PD 1064 03/24/	CHEVRON-POLICE - PATROL	03/24/2023	11.54	.00	
3420	VISA	PD 1064 03/24/	AMAZON-POLICE - PATROL	03/24/2023	396.00	.00	
3420	VISA	PD 1064 03/24/	AMAZON-POLICE - COMMUNIT	03/24/2023	52.45	.00	
3420	VISA	PD 1064 03/24/	CHEESECAKE FACOTRY-POLIC	03/24/2023	59.43	.00	
3420	VISA	PD 1064 03/24/	AMAZON-POLICE - COMMUNIT	03/24/2023	147.60	.00	
3420	VISA	PD 1064 03/24/	5.11 INV-POLICE - COMMUNITY	03/24/2023	260.76	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		PD 1064 03/24/	DELTA-POLICE - COMMUNITY S	03/24/2023	738.40	.00	
3420 VISA		PD 1064 03/24/	JIMMY JOHNS-POLICE - PATRO	03/24/2023	12.26	.00	
3420 VISA		PD 1064 03/24/	DOG-POLICE - COMMUNITY SE	03/24/2023	165.00	.00	
3420 VISA		PD 1064 03/24/	GALLS-POLICE - COMMUNITY S	03/24/2023	163.99	.00	
3420 VISA		PD 1064 03/24/	MAVERIK-POLICE - PATROL	03/24/2023	21.18	.00	
3420 VISA		PD 1064 03/24/	CAF♦ RIO-POLICE - PATROL	03/24/2023	11.36	.00	
3420 VISA		PD 1064 03/24/	5.11 INC-POLICE - COMMUNITY	03/24/2023	148.40	.00	
3420 VISA		PD 1064 03/24/	GALLS-POLICE - PATROL	03/24/2023	969.72	.00	
3420 VISA		PD 1064 03/24/	HILTON-POLICE - PATROL	03/24/2023	35.18	.00	
3420 VISA		PD 1064 03/24/	JIMMY JOHNS-POLICE - PATRO	03/24/2023	20.95	.00	
3420 VISA		PD 1064 03/24/	5.11 INC-POLICE - PATROL	03/24/2023	993.60	.00	
3420 VISA		PD 1064 03/24/	MAVERIK-POLICE - PATROL	03/24/2023	51.50	.00	
3420 VISA		PD 1064 03/24/	CHEVRON-POLICE - PATROL	03/24/2023	27.80	.00	
3420 VISA		PD 1064 03/24/	AMAZON-POLICE - PATROL	03/24/2023	112.70	.00	
3420 VISA		PD 1115 03/24/	AMAZON-POLICE - ADMINISTRA	03/24/2023	48.63	.00	
3420 VISA		PD 1115 03/24/	WASCOP-POLICE - PATROL	03/24/2023	400.00	.00	
3420 VISA		PD 1115 03/24/	CONOCO-POLICE - PATROL	03/24/2023	51.76	.00	
3420 VISA		PD 1115 03/24/	AMAZON-POLICE - ADMINISTRA	03/24/2023	169.59	.00	
3420 VISA		PD 1115 03/24/	AMAZON-POLICE - ADMINISTRA	03/24/2023	73.09	.00	
3420 VISA		PD 1115 03/24/	NY SUB SHOP-POLICE - ADMINI	03/24/2023	275.40	.00	
3420 VISA		PD 1115 03/24/	NORWICH-PERSONNEL/TOWN	03/24/2023	150.00	.00	
3420 VISA		PD 1115 03/24/	AMAZON-POLICE - ADMINISTRA	03/24/2023	109.14	.00	
3420 VISA		PD 1115 03/24/	4IMPRINT-POLICE - PATROL	03/24/2023	719.70	.00	
3420 VISA		PD 1123 03/24/	ASPEN CREEK-POLICE - PATR	03/24/2023	27.80	.00	
3420 VISA		PD 1123 03/24/	UNITED-POLICE - PATROL	03/24/2023	27.00	.00	
3420 VISA		PD 1123 03/24/	WASCOP-POLICE - PATROL	03/24/2023	185.00	.00	
3420 VISA		PD 1123 03/24/	FIREHOUSE SUB-POLICE - PAT	03/24/2023	9.39	.00	
3420 VISA		PD 1123 03/24/	UNITED-POLICE - PATROL	03/24/2023	29.00	.00	
3420 VISA		PD 1123 03/24/	DISCOUNT MUGS-TOWN-WIDE	03/24/2023	505.66	.00	
3420 VISA		PD 1123 03/24/	THIRFTY RENT A CAR-POLICE -	03/24/2023	328.09	.00	
3420 VISA		PD 1123 03/24/	SMITHS-POLICE - PATROL	03/24/2023	35.83	.00	
3420 VISA		PD 1123 03/24/	SHELL-POLICE - PATROL	03/24/2023	6.01	.00	
3420 VISA		PD 1123 03/24/	EMBASSEY SUITES-POLICE - P	03/24/2023	1,138.55	.00	
3420 VISA		PD 1123 03/24/	DOMINOS-POLICE - PATROL	03/24/2023	9.54	.00	
3420 VISA		PD 1123 03/24/	54TH STREET-POLICE - PATRO	03/24/2023	16.53	.00	
3420 VISA		PD 1123 03/24/	UNITED-POLICE - PATROL	03/24/2023	35.00	.00	
3420 VISA		PD 1123 03/24/	WASCOP-POLICE - PATROL	03/24/2023	185.00	.00	
3420 VISA		PD 1123 03/24/	SHELL-POLICE - PATROL	03/24/2023	22.00	.00	
3420 VISA		PD 1123 03/24/	UNITED-POLICE - PATROL	03/24/2023	24.00-	.00	
3420 VISA		PD 1123 03/24/	ASPEN CREEK-POLICE - PATR	03/24/2023	20.31	.00	
3420 VISA		PD 1123 03/24/	UNITED-POLICE - PATROL	03/24/2023	19.00-	.00	
3420 VISA		PD 1123 03/24/	APPLEBEES-POLICE - ADMINIS	03/24/2023	24.56	.00	
3420 VISA		PD 1123 03/24/	HIGH FLYING FOOD-POLICE - A	03/24/2023	22.79	.00	
3420 VISA		PD 1123 03/24/	DOMINOS-POLICE - PATROL	03/24/2023	122.18	.00	
3420 VISA		PD 1255 03/24/	BANDICAM-POLICE - INVESTIG	03/24/2023	75.15	.00	
3420 VISA		PD 1255 03/24/	WOUNDED BEAR-POLICE - INV	03/24/2023	700.00	.00	
3420 VISA		PD 1255 03/24/	AMAZON-POLICE - INVESTIGAT	03/24/2023	163.22	.00	
3420 VISA		PD 1255 03/24/	STAPLES-POLICE - INVESTIGAT	03/24/2023	39.19	.00	
3420 VISA		PD 1255 03/24/	WOUNDED BEAR-POLICE - INV	03/24/2023	700.00	.00	
3420 VISA		PD 1255 03/24/	DOMINOS-POLICE - PATROL	03/24/2023	2.24	.00	
3420 VISA		PD 1255 03/24/	UNITED-POLICE - INVESTIGATI	03/24/2023	686.40	.00	
3420 VISA		PD 1255 03/24/	AMAZON-POLICE - INVESTIGAT	03/24/2023	30.51	.00	
3420 VISA		PD 1255 03/24/	WOUNDED BEAR-POLICE - INV	03/24/2023	700.00	.00	
3420 VISA		PD 1255 03/24/	ALTERATIONS BY CARMEN-PO	03/24/2023	127.20	.00	
3420 VISA		PD 1255 03/24/	WOUNDED BEAR-POLICE - INV	03/24/2023	700.00	.00	
3420 VISA		PD 1255 03/24/	TJ MAXX-POLICE - INVESTIGATI	03/24/2023	21.19	.00	
3420 VISA		PD 1255 03/24/	SAFARILAND-POLICE - INVESTI	03/24/2023	185.50	.00	
3420 VISA		PD 6825 03/24/	PIZZA HUT-POLICE - PATROL	03/24/2023	21.41	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		PD 6825 03/24/	DOG-POLICE - ADMINISTRATIO	03/24/2023	216.00-	.00	
3420 VISA		PD 6825 03/24/	SHELL-POLICE - PATROL	03/24/2023	6.99	.00	
3420 VISA		PD 6825 03/24/	DISCOUNT MUGS-TOWN-WIDE	03/24/2023	759.99	.00	
3420 VISA		PD 6825 03/24/	LA COSTA-POLICE - PATROL	03/24/2023	33.45	.00	
3420 VISA		PD 6825 03/24/	DOG-POLICE - ADMINISTRATIO	03/24/2023	216.00	.00	
3420 VISA		PD 6825 03/24/	SHELL-POLICE - PATROL	03/24/2023	14.63	.00	
3420 VISA		PD 6825 03/24/	RANAHAN STEAKHOUSE-POLI	03/24/2023	27.60	.00	
3420 VISA		PD 6825 03/24/	WENDYS-POLICE - PATROL	03/24/2023	9.42	.00	
3420 VISA		PD 6825 03/24/	SHELL-POLICE - PATROL	03/24/2023	12.64	.00	
3420 VISA		PD 6825 03/24/	LOAF N JUG-POLICE - PATROL	03/24/2023	26.66	.00	
3420 VISA		PD 6825 03/24/	LA COSTA-POLICE - PATROL	03/24/2023	36.11	.00	
3420 VISA		PD 6825 03/24/	NY SUB SHOP-POLICE - ADMINI	03/24/2023	189.72	.00	
3420 VISA		PW 4142 03/24	STOP N GO-SEWER DEPARTME	03/24/2023	51.56	.00	
3420 VISA		PW 4142 03/24	GO KEYLESS-SEWER DEPART	03/24/2023	565.80	.00	
3420 VISA		PW 4142 03/24	AMAZON-FLEET SHOP	03/24/2023	399.95	.00	
3420 VISA		PW 4142 03/24	BLINDSMAX-EMPLOYEE HOUSI	03/24/2023	336.09	.00	
3420 VISA		PW 4142 03/24	WYO TECH TRANSFER-TOWN	03/24/2023	550.00	.00	
3420 VISA		PW 4142 03/24	MOUSER ELECTRONICS-FLEET	03/24/2023	41.59	.00	
3420 VISA		PW 4142 03/24	UNITED-STREET	03/24/2023	419.39	.00	
3420 VISA		PW 4142 03/24	ONLINE LEARNING-SEWER DE	03/24/2023	208.00	.00	
3420 VISA		PW 4142 03/24	UNITED-STREET	03/24/2023	419.39	.00	
3420 VISA		PW 4142 03/24	TOWNPLACE-SEWER DEPART	03/24/2023	236.00	.00	
3420 VISA		PW 4142 03/24	SUPPLYHOUSE-EMPLOYEE HO	03/24/2023	51.95	.00	
3420 VISA		PW 4142 03/24	WYO TECH TRANSFER-TOWN	03/24/2023	1,120.00	.00	
3420 VISA		PW 4142 03/24	ABC-NV-SEWER DEPARTMENT	03/24/2023	100.00	.00	
3420 VISA		PW 4142 03/24	WYO TECH TRANSFER-TOWN	03/24/2023	550.00	.00	
3420 VISA		PW 4142 03/24	AMAZON-FLEET SHOP	03/24/2023	449.98	.00	
3420 VISA		PW 4142 03/24	CONOCO-SEWER DEPARTMEN	03/24/2023	74.82	.00	
3420 VISA		PW 4142 03/24	PARTS DR-EMPLOYEE HOUSIN	03/24/2023	118.92	.00	
3420 VISA		PW 4704 03/24	DOT COMPLIANCE-PUBLIC WO	03/24/2023	199.00	.00	
3420 VISA		PW 4704 03/24	AMAZON-PUBLIC WORKS	03/24/2023	19.94	.00	
3420 VISA		PW 4704 03/24	DOMINOS-STREET	03/24/2023	132.43	.00	
3420 VISA		PW 4704 03/24	PUBLIC HEALTH-EMPLOYEE H	03/24/2023	123.06	.00	
3420 VISA		PW 4704 03/24	AMAZON-FLEET SHOP	03/24/2023	209.99	.00	
3420 VISA		PW 4704 03/24	APWA-PUBLIC WORKS	03/24/2023	234.36	.00	
3420 VISA		PW 4704 03/24	DOMINOS-STREET	03/24/2023	28.21	.00	
3420 VISA		START 1214 0	ACE HARDWARE-START	03/24/2023	12.69	.00	
3420 VISA		START 1214 0	SIDEWINDERS-START	03/24/2023	51.00	.00	
3420 VISA		START 1214 0	ACE HARDWARE-START	03/24/2023	15.18	.00	
3420 VISA		START 1214 0	CTAA-START	03/24/2023	25.00	.00	
3420 VISA		START 1214 0	TJ MAXX-START	03/24/2023	38.12	.00	
3420 VISA		START 1214 0	STAPLES-START	03/24/2023	19.35	.00	
3420 VISA		START 1214 0	ACE HARDWARE-START	03/24/2023	39.98	.00	
3420 VISA		START 1214 0	USPS-START	03/24/2023	41.30	.00	
3420 VISA		START 1214 0	SIDEWINDERS-START	03/24/2023	55.58	.00	
3420 VISA		START 1214 0	SUPER 8-START	03/24/2023	118.56	.00	
3420 VISA		START 1214 0	CTAA-START	03/24/2023	25.00	.00	
3420 VISA		START 1214 0	STAPLES-START	03/24/2023	143.80	.00	
3420 VISA		START 4100 0	JJ KELLER-START	03/24/2023	278.28	.00	
3420 VISA		Victim 9126 03/	EVAWI -VICTIM SERVICES	03/24/2023	595.00	.00	
3420 VISA		Victim 9126 03/	COCA-COLA-VICTIM SERVICES	03/24/2023	22.50	.00	
3420 VISA		Victim 9126 03/	FRONTLINE-VICTIM SERVICES	03/24/2023	325.00	.00	
3420 VISA		Victim 9126 03/	FRONTLINE-VICTIM SERVICES	03/24/2023	325.00	.00	
3420 VISA		Victim 9126 03/	STAPLES-VICTIM SERVICES	03/24/2023	278.14	.00	
Total 3420:					32,262.27	.00	
2247	WATKINS, MARK	042023	TRAVEL EXPENSES	04/20/2023	85.15	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2247:					85.15	.00	
6226	WEST COAST CODE CONSULT	UT23-579-003	PLAN REVIEW SERVICES	04/13/2023	1,995.00	.00	
Total 6226:					1,995.00	.00	
2995	WHEELER TANK TESTING, INC.	2402	PROTECTION SURVEY	04/20/2023	1,335.00	.00	
Total 2995:					1,335.00	.00	
6704	WSP USA ENVIRONMENT & INF	S67131970	STORMWATER PHASE 2	04/11/2023	14,553.00	.00	
Total 6704:					14,553.00	.00	
4198	WYOMING FIRST AID & SAFETY	80003279	first aid kit resupply	04/20/2023	531.74	.00	
Total 4198:					531.74	.00	
5788	WYOMING GARAGE DOOR, LLC	2623	START BUS BARN	04/03/2023	693.00	.00	
Total 5788:					693.00	.00	
7065	WYOMING LAW ENFORCEMEN	C-11988	ADVANCED COURSE	03/31/2023	675.00	.00	
Total 7065:					675.00	.00	
5539	Y2 CONSULTANTS, LLC	19957	19245 ADDITIONAL SERVICES T	03/27/2023	787.50	.00	
Total 5539:					787.50	.00	
2842	YELLOW IRON EXCAVATION, LL	81507	6905 w 22 TRASH REMOVAL	03/31/2023	50.00	.00	
2842	YELLOW IRON EXCAVATION, LL	81868	915 SIMON LANE	03/31/2023	40.00	.00	
2842	YELLOW IRON EXCAVATION, LL	82128	155 E PEARL	03/31/2023	120.00	.00	
2842	YELLOW IRON EXCAVATION, LL	82129	ANIMAL SHELTER TRASH	03/31/2023	200.00	.00	
2842	YELLOW IRON EXCAVATION, LL	82199	SNK HOUSING	03/31/2023	720.00	.00	
Total 2842:					1,130.00	.00	
2158	ZEP SALES & SERVICE	9008423311	ZEP KLEAR 55 GL, SHIPPING	03/31/2023	1,659.52	.00	
Total 2158:					1,659.52	.00	
Grand Totals:					2,499,706.31	24,448.46	

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

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-050: TEMPORARY SIGN PERMIT Teton Valley Ranch Camp	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.

Teton Valley Ranch Camp has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their 85th Anniversary Party (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - July 2, 2023 – July 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:
 - July 2, 2023 – July 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 (P23-050) for Teton Valley Ranch Camp including the three conditions of approval recommended by the Planning Director in this staff report dated May 1, 2023.

Location: 105 Buffalo Way (Albertson's)

Banner Design: Albertson's: 10' x 8'

Material: Vinyl

Colors: Maroon background and Pale Brown logo/text

THANK YOU, JACKSON HOLE!



For more information on how to
celebrate with us, visit:
www.tvrcamp.org/85th



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: TVRC 85th Anniversary Party Physical Address of Event: 4341 US HWY 26 Dubois, WY 82513
Description of Event: Community celebration at our facility
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 4915 Jackson, WY 83001 Phone: 307-733-6122
E-mail: pnielsen@tvrccamp.org ZIP: 83001
Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertson's</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way</u>	Physical Address: _____
Dates of Display: <u>July 2, 2023- July 15, 2023</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.

following instructions from Albertson's staff.

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.

Paige Nilsen
Signature of Authorized Event Applicant

Paige Nilsen
Applicant Name Printed

03/06/23
Date
Communications & Fundraising Director
Title

STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-053: TEMPORARY SIGN PERMIT Sublette Co. Rock Hounds	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.

Sublette Co. Rock Hounds has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their 7th Annual Gem and Mineral Show (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - June 11, 2023 – June 17, 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:
 - June 11, 2023 – June 17, 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 (P23-053) for Sublette County Rock Hounds including the three conditions of approval recommended by the Planning Director in this staff report dated May 1, 2023.

Location: 105 Buffalo Way (Albertson's)

Banner Design: Albertson's: 8' x 4'

Material: Vinyl





TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

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

EVENT NAME:

Event Name: 7th Annual Gem & Mineral Show Physical Address of Event: 10937 Hwy 189, Big Piney, Wyoming

Description of Event: Hosted by the Sublette County Rock Hounds Club promoting rocks, fossils, education, lapidary arts, jewelry, field trips

Grand Opening ☐ Yes ☒ No X

EVENT SPONSOR/APPLICANT: Name: Sublette County Rock Hounds

Mailing Address: PO Box 1351 Big Piney, WY 83113

Phone: (307) 260-6443

E-mail: lgray@wyoming.com

ZIP: 83113

Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertsons, outside

Business/Description: _____

Physical Address: 105 Buffalo Way, Jackson, WY 83001

Physical Address: _____

Dates of Display: June 11-17, 2023

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.

Jim Gray
Signature of Authorized Event Applicant

3/13/23
Date

Jim Gray

Applicant Name Printed

President

Title

STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-070: TEMPORARY SIGN PERMIT Becoming Jackson Whole Summit	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.

Becoming Jackson Whole has requested to display two (2) temporary banners under Section 5.6.1.C.4.c of the LDRs to advertise their event summit (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - May 28, 2023 – June 10, 2023
- 255 W. Deloney Avenue – Miller Park during:
 - May 28, 2023 – June 10, 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 sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following location:
 - 105 Buffalo Way – Albertson's during:
 - May 28, 2023 – June 10, 2023
 - 255 W. Deloney Avenue – Miller Park during:
 - May 28, 2023 – June 10, 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 (P23-070) for Becoming Jackson Whole including the three conditions of approval recommended by the Planning Director in this staff report dated May 1, 2023.

Location: 105 Buffalo Way (Albertson's)

Banner Design: Albertson's: 10' x 12' and Miller Park 8' x 6'

Material: Vinyl

REGISTER NOW!

www.becomingjacksonwhole.org/summit-2023



BECOMING
JACKSON WHOLE

THE SUMMIT 2023

GIVING RISE TO A MINDFUL COMMUNITY

JUNE 13-15 | CENTER FOR THE ARTS



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: The Summit 2023 Physical Address of Event: Center for the Arts
Description of Event: June 13-15 conference with renowned experts on mindfulness and community resilience
Grand Opening ☐ Yes ☒ No ☐

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Becoming Jackson Whole Phone: 307-734-1322
E-mail: PO Box 4717 Jackson WY 83001 ZIP: 83001
programs@becomingjacksonwhole.org Non-Profit: ☒ For Profit: ☐

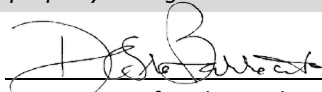
TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: <u>Town of Jackson Miller Park</u>
Physical Address: <u>105 Buffalo Way</u>	Physical Address: <u>255 W Deloney Ave</u>
Dates of Display: <u>May 28 - June 10</u>	Dates of Display: <u>May 28 - June 10</u>
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☒ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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


Signature of Authorized Event Applicant
Deb Barracato
Applicant Name Printed

4/4/2023
Date
event manager
Title

STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-072: TEMPORARY SIGN PERMIT Vista 360 – Lower Valley Energy Green Power	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.

Vista360 has requested to display four (4) temporary banners under Section 5.6.1.C.4.c of the LDRs to show its support of Lower Valley Energy's Solar Power Campaign (see attached for design details).

- 455 E. Kelly Ave. – Mike Yokel Park during:
 - May 3, 2023 – May 16, 2023
- 255 W. Deloney St.– Miller Park during:
 - May 3, 2023 – May 16, 2023
- 780 E. Hansen Ave. – Wayne May Park during:
 - May 15, 2023 – May 28, 2023
- 10 E. Snow King Ave.– Phil Baux Park during:
 - May 15, 2023 – May 28, 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 sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following location:
 - 455 E. Kelly Ave. – Mike Yokel Park during:
 - May 3, 2023 – May 16, 2023
 - 255 W. Deloney St.– Miller Park during:
 - May 3, 2023 – May 16, 2023
 - 780 E. Hansen Ave. – Wayne May Park during:
 - May 15, 2023 – May 28, 2023

- 10 E. Snow King Ave.– Phil Baux Park during:
 - May 15, 2023 – May 28, 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 (P23-072) for Vista360 including the three conditions of approval recommended by the Planning Director in this staff report dated May 1, 2023.



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: Solar Flags for Green Power Physical Address of Event: n/a
Description of Event: Campaign to encourage more people to sign up for the Green Power Program
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Vista360 Phone: 413-281-7082
E-mail: PO Box 4772, Jackson WY 83002 ZIP: 83001
jennifer@vista360.org Non-Profit: ☒ For Profit: ☐

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Phil Baux Park</u>	Business/Description: <u>Miller Park</u>
Physical Address: <u>10 E Snow King Avenue</u>	Physical Address: <u>257 West Deloney</u>
Dates of Display: <u>5/1/23-5/14/23</u>	Dates of Display: <u>5/15/23-5/28/23</u>
Consent from Owner Obtained? Yes ☐ No ☒	Consent from Owner Obtained? Yes ☐ No ☒
Business/Description: <u>Mike Yokel Park</u>	Business/Description: <u>Wayne May Park</u>
Physical Address: <u>455 East Kelly</u>	Physical Address: <u>780 East Hansen</u>
Dates of Display: <u>5/1/23-5/14/23</u>	Dates of Display: <u>5/15/23-5/28/23</u>
Consent from Owner Obtained? Yes ☐ No ☒	Consent from Owner Obtained? Yes ☐ No ☒

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

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

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

Signature of Authorized Event Applicant
Jennifer Evans
Applicant Name Printed

Date
4/18/23
Title



Phil Baux Park: Hang flags around 2 sides of picnic pavillion



Mike Yokel Park: Hang flags around 2 sides of the picnic pavilion.



Wayne May Park: Hang flags along one side of community garden fence (fence that is background of photo)



Miller Park: Hang flags around 2 sides of picnic pavilion

Dimensions: 30 flags, 16in x 16in, (Flags are grouped into 4s, 5s, 6s, or 7s)

Colors: White and blue

Materials: Fabric: Linen/cotton

Installation Specifics: Flags will be tied using rope to existing picnic structures. A clear plastic postcard holder will accompany flags with information postcards.



STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Council Regular Meeting
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P23-075: TEMPORARY SIGN PERMIT Trout Unlimited	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.

Trout Unlimited has requested to display one (1) temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their tie one on banquet (see attached for design details).

- 105 Buffalo Way – Albertson's during:
 - May 2, 2023 – May 13, 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:
 - May 2, 2023 – May 13, 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 (P23-075) for Trout Unlimited including the three conditions of approval recommended by the Planning Director in this staff report dated May 1, 2023.

Location: 105 Buffalo Way (Albertson's)

Banner Design: Albertson's: 12' x 8'

Material: Vinyl



Join us for Jackson Hole
Trout Unlimited's

Tie One On Banquet

Always on the
Second Friday in
May

**TROUT
UNLIMITED
JACKSON
HOLE**

Info and tickets at:
jacksonhole.tu.org



TEMPORARY SIGN PERMIT APPLICATION
Planning & Building Department

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

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

EVENT NAME:

Event Name: Tie One On Banquet Physical Address of Event: 80 Scott Lane, Jackson, WY 83002
Description of Event: Evening to support JH Trout Unlimited in supporting our local coldwater fisheries.
Grand Opening ☐ Yes ☒ No

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: PO Box 4069 Phone: 714-329-5561
E-mail: stefnishio22@gmail.com ZIP: 83001
leslie.steen@tu.org Non-Profit: ☒ For Profit: ☐

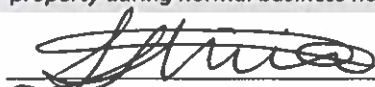
TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: <u>Albertsons</u>	Business/Description: _____
Physical Address: <u>105 Buffalo Way, Jackson, WY 83001</u>	Physical Address: _____
Dates of Display: <u>May 2- May 13, 2023</u>	Dates of Display: _____
Consent from Owner Obtained? Yes ☒ No ☐	Consent from Owner Obtained? Yes ☐ No ☐
Business/Description: _____	Business/Description: _____
Physical Address: _____	Physical Address: _____
Dates of Display: _____	Dates of Display: _____
Consent from Owner Obtained? Yes ☐ No ☐	Consent from Owner Obtained? Yes ☐ No ☐

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

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

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



Signature of Authorized Event Applicant

Stefanie Nishio

Applicant Name Printed

4/10/23

Date

Banquet Coordinator

Title

Tie One On Banquet – Hosted by Jackson Hole Trout Unlimited

- **Dates:** Tuesday, May 2, 2023 – Saturday, May 13, 2023
- **Location:** Albertsons ; 105 Buffalo Way, Jackson, WY 83001
- **Dimensions:** 144" h x 96" w
- **Material:** Premium banner material printed in full color, trimmed, hemmed, and grommited.
- **Type of sign:** Event Banner
- **Event specifications:** Trout Unlimited team will hang at Albertsons with existing hooks and attach them to the grommets on banner

STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Regular - Consent
Submitting Department:	Public Works - Engineering	Presenter:	Brian Lenz – Town Engineer
Agenda Item:	E23-0066: 174 N King Street- Sanitary and Storm Sewers Easement Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for the Town Council to consider approving a new storm and sewer utility easement (the “Utility Easement”) for existing Town Sanitary and Storm Sewer Lines located along the north side of the 174 N King property.

Requested Action.

Staff requests Town Council consider and review the Utility Easement.

Recommendations.

Staff recommends Council approve the Utility Easement.

Background.

The Town owns and operates stormwater and sanitary sewer lines located within the northern ten feet of the property located at 174 North King. The property was owned by the Town until it was redeveloped by the Jackson Hole Community Housing Trust and ownership transferred in 2022. Because the easement was not addressed at that time this Utility Easement will provide for the Town’s interest in owning and maintaining its utilities in perpetuity.

Analysis and Key Policy Questions.

Typically, the Town does not have easements for Town owned utilities located on a property owned by the Town. At the time of permit and plat review it was not clear that ownership of the land would change hands in order to subdivide the property into condominiums. Had that been known, the Town would have pursued the easements with the plat. This easement is an equivalent easement and is important to the ongoing service and maintenance of these lines.

Key Policy Question No. 1: Does Council approve of formalizing the Utility Easement for the existing sanitary and storm sewer lines?

1. It is best practice to have easements for our utilities and staff recommend approval of the Utility Easement.

Possible Alternatives.

1. Approve the Utility Easement
2. Approve the Utility Easement with Council directed changes.
3. Deny the Utility Easement and direct staff to determine if relocating the utilities is feasible.
4. Other, as directed by Council, e.g. continue the item.

Comprehensive Plan & Priority Alignment.

This easement supports the following Town Comprehensive Plan goals:

Common Value 3 Quality of Life

Section 8. Quality Community Service Provision

- Principle 8.2 – Coordinate the provision of infrastructure and facilities needed for service delivery

Fiscal Impact.

The Town contributed the property to the redevelopment of the property and there are no costs associated with acquiring the Utility Easement.

Staff Impact.

The impact of this item was felt mostly by the Town Attorney in drafting, negotiating, and finalizing the legal agreement, which took, approximately, 6 hours, however, Town Engineer contributed, roughly, 2.5 hours.

Attachments or Links.

- Utility Easement

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

I move to approve the Utility Easement and authorize the Mayor to execute all necessary contract agreements subject to minor changes by staff.

**TOWN OF JACKSON
SANITARY AND STORM SEWER EASEMENT AGREEMENT**

This Sanitary and Storm Sewer Easement Agreement ("**Agreement**") is made and entered into on this ____ day of _____, 2023 ("**Effective Date**") by and between _____, _____, of P.O. Box _____, Jackson, Wyoming 83001 ("**Grantor**"), and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, its successors and assigns, of P.O. Box 1687, Jackson, Wyoming 83001 ("**Grantee**").

RECITALS

WHEREAS, Grantor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: _____

Legal Description: _____.

PIDN: _____ ("**Grantor's Property**");

WHEREAS, Grantee is a municipal corporation that constructs, inspects, maintains, repairs and replaces underground pipelines, mains and sewers, and storm sewers, and necessary and pertinent manhole structures and other facilities associated with sewer infrastructure (collectively "**Town's Sanitary and Storm Sewer System**");

WHEREAS, Grantor desires to grant and establish a perpetual non-exclusive easement to and for the benefit of Grantee in, under, over, through, across and on that portion of the Grantor's Property described on **Exhibit A and as shown on Exhibit B ("**Easement Area**")**, which easement encumbers the _____ of the Grantor's Property, approximately 0. _____ acres, attached hereto and made a part hereof by this reference, according to the terms and conditions set forth herein;

WHEREAS, Grantee desires to use the Easement Area for purposes of laying out, constructing, inspecting, operating, maintaining, and repairing new and existing portions of Town's Sanitary and Storm Sewer System;

WHEREAS, Grantor and Grantee desire to establish a non-exclusive easement to and for the benefit of Grantee on the Easement Area, according to the terms and conditions set forth herein.

NOW, THEREFORE, that for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive permanent easement in, on, over, under, across, and through the Easement Area for constructing, installing, improving, operating, using, inspecting, repairing, maintaining, reconstructing, replacing, relocating, and removing the Town's Sanitary Sewer and Storm System, ("**Easement Purpose**"). Subject to the notice requirements of Section 4 herein, Grantee, its officers, officials, employees, agents, representatives, contractors, subcontractors, licensees, successors, and assigns shall have the right and privilege to access the Easement Area for the Easement Purpose. Subject to the notice requirements of Section 4 herein, Grantee has the right of ingress and egress upon, over and across as much of Grantor's adjacent lands as may be reasonably necessary for the Easement Purpose.
2. Limitations on Grantee Use. Grantee shall exercise its rights granted above with due regard to the rights of others and their use thereof and shall not use the Easement Area in a way that would impair the rights of

Grantor or others, including, without limitation, other utilities located in the Easement Area Grantee shall have no right to place, construct or maintain any above-ground buildings, structures, or improvements of any kind. "Above-ground" shall mean any buildings, structures, systems, or other improvements that are not level with, or below, the existing surface grade of the Easement Area.

3. Obstructions. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Area after the date of this Agreement (i) any buildings, structures, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Grantee's rights granted hereunder, without the prior written consent of Grantee, which consent shall not be unreasonably conditioned, withheld or delayed; (ii) any landscaping that impairs, interferes with, or obstructs the use of the Easement Area by Grantee without the prior written consent of Grantee, which consent shall not be unreasonably conditioned, withheld or delayed. Grantee acknowledges that fences, landscaping, concrete sidewalk, asphalt pavement and other improvements and utilities existing in the Easement Area as of the Effective Date do not interfere with the Grantee's rights hereunder and do not require the written consent of Grantee.
4. Notice of Maintenance Use of Easement. Grantee shall give Grantor at least fourteen (14) days' advance written notice of its intent to exercise its rights under this Agreement and shall use reasonable efforts to notify Grantor of its intent to exercise its right under this Agreement for emergency or unplanned repair, maintenance, and replacement when such prior notice is feasible. In exercising its rights hereunder, Grantee shall use its best efforts to minimize disturbance to the residences of 174 North King Street.
5. Restoration. Grantee agrees that the surface of the Easement Area and adjacent lands that are disturbed or impaired by Grantee's work, shall be restored within thirty (30) calendar days from completion of Grantee's work to an equivalent or better condition than it was found in immediately prior to the commencement of any work done by Grantee or Grantee's agents or contractors, however if any trees are disturbed, Grantee shall have up to 6 months from removal to restore such trees. Grantee agrees that any other subsurface improvements (such as cable providers' vault boxes) disturbed or impaired by Grantee's work shall be restored as promptly as possible from the date of such disturbance or impairment.
6. Interruption of Services. In the event that Grantee's exercise of its rights granted herein shall result in the interruption or loss of services from any utilities (including cable and Internet) located in the Easement Area to Grantor or the residences of 174 North King Street ("Interruption of Services"), Grantee agrees to use its best efforts to restore such services to an equivalent or better standard or condition as soon as possible, but at least within ten days of receiving notice of Interruption of Services. Grantee shall bear all costs related to such restoration. If Grantee refuses or fails to restore utility services within ten days of receipt of notice of an Interruption of Services, Grantor may make such repairs or perform such maintenance without liability to Grantee. All sums reasonably incurred by Grantor in connection with such repairs or maintenance shall be due and payable by Grantee to Grantor, on demand by Grantor. In the event of an emergency, Grantor may make any repairs or perform maintenance without liability to Grantee, and Grantee shall reimburse Grantor as provided for in this section.
7. Indemnification. Grantee hereby agrees to indemnify Grantor and to hold Grantor harmless from and against, any injury to any party acting on behalf of Grantee during any use of the Easement Area, and any other type of claim, loss or damage (including attorney fees and all damage to property) to the extent arising from Grantee's exercise of its rights under this Agreement. Notwithstanding anything to the contrary herein, Grantee shall not be obligated to indemnify or hold harmless Grantor for any injury, claim or loss to the extent arising from the intentional misconduct, illegal acts, negligent acts or omissions of Grantor, its successors, assigns, employees, contractors or any other third party not acting at the direction of or on behalf of Grantee. Grantor will notify Grantee in writing within twenty (20) business days of Grantor receiving notice of any

claims against Grantor arising from or related to Grantee's exercise of its rights under this Agreement from which Grantor is or will be seeking indemnification from Grantee. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Grantee in relation to such claims under Wyoming law.

8. Successors and Assigns. This Agreement shall constitute a covenant running with the land that binds and shall inure to the benefit of the parties and their heirs, assigns and successors in interest.
9. Governing Law and Jurisdiction. This Agreement shall be governed by Wyoming law. The District Court of Teton County, Wyoming, shall have exclusive jurisdiction over any litigation that arises pursuant to this Agreement.
10. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
11. 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; provided, however, that such amendment or termination shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness.
12. Governmental Immunity. Grantee does not waive its sovereign or governmental immunity by entering this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
13. No Assumption of Liability or Responsibility. All improvements or maintenance to the Easement Area necessary to ensure Grantee's access will be the sole responsibility of the Grantee.
14. Authority. Grantor covenants that Grantor is the owner of the above-described property and that the consideration recited herein shall constitute full and final payment for the Easement and for all damages sustained by Grantors by reason of the installation of the structures referred to herein.
15. Abandonment. In the event Grantee ceases or abandons use or operation of the Town's Sanitary and Storm Sewer System located within the Easement Area for a period of one (1) year, Grantee shall release Grantor and Grantor's Property from all rights, duties, obligations, and encumbrances created by this Agreement, and Grantee, at its expense, shall remove all visual improvements that Grantee placed, installed or constructed on Grantor's Property. In such event, Grantor and Grantee shall execute and record a vacation of easement in the Office of the Clerk of Teton County, Wyoming for purposes of vacating this Agreement. Grantee shall have no obligation to remove subsurface improvements unless the abandonment of such improvements creates a health hazard or dangerous condition to Grantor's Property, or if the continued existence of such subsurface improvements interferes with other subsurface improvements. Grantee shall have no right to resume the use of the Easement Area or the Easement Purposes after one (1) year of non-use. Grantor's failure to affirmatively request the release pursuant to this provision shall not be a defense to Grantee's obligation to release the Easement.

16. Attorney's Fees. In the event of a dispute between Grantor and Grantee, or their respective successors and assigns, that arises from or is related to the terms of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorneys' fees and costs from the non-prevailing party.

GRANTOR:

By: _____

Its: _____

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

This instrument was acknowledged before me on _____ the _____ day of, 2023 by _____ as _____ of the _____.

Notary Public

My commission expires: _____

GRANTEE:

TOWN OF JACKSON

By: Hailey Morton Levinson

Its: Mayor

ATTEST:

By: Riley Taylor

Its: Town Clerk

STATE OF WYOMING)

) ss

COUNTY OF TETON)

This instrument was acknowledged before me ____ the _____ day of, 2023 by Hailey Morton Levinson, as Mayor of the Town of Jackson, and Riley Taylor, as the Town Clerk of the Town of Jackson.

Notary Public
My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION
STROMWATER AND SANITARY SEWER EASEMENT

A strip of land, located within the SW 1/4 SW 1/4, Section 27, Township 41 North, Range 116 West, 6th Principal Meridian, Town of Jackson, Teton County, Wyoming, and being located within 174 King Street Condominiums addition to the Town of Jackson, Plat No. 1436, records of the Office of the Clerk of Teton County, and being described as follows:

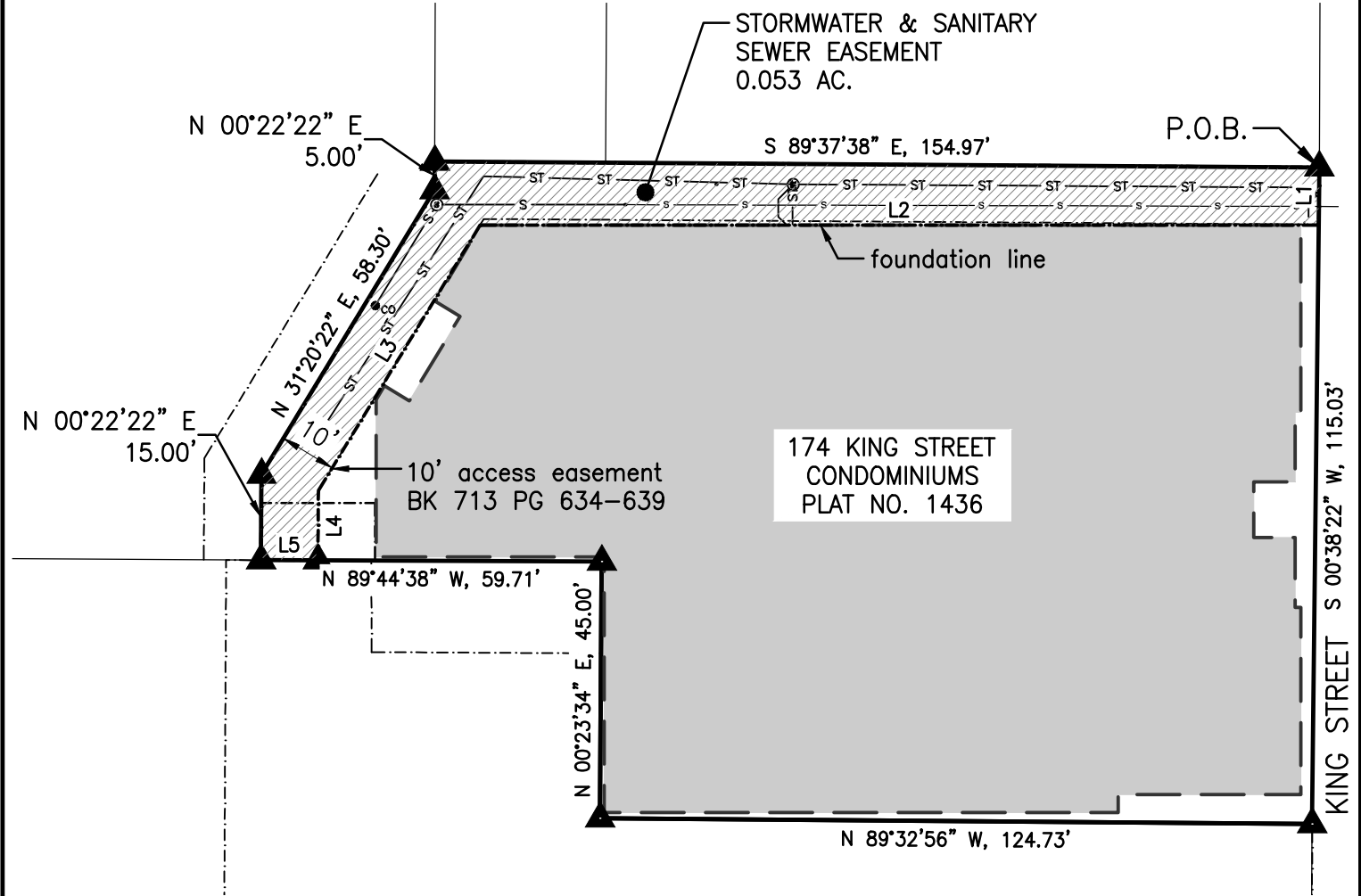
Beginning at a point being the northeast corner of Said Plat 1436, thence S00°38'22"W along the easterly line of Said Plat 1436, a distance of 10.11 feet;
Thence N90°00'00"W, along the north line of the foundation of Said condominium, a distance of 146.90 feet to a point on an existing 10' wide access easement as recorded in Book 713, page 634-639, records of Said Clerk;
Thence S31°20'22"W, along Said access easement, a distance of 54.45 feet;
Thence S00°22'22"W continuing along Said access easement, a distance of 12.21 feet to the southwesterly line of Said Plat 1436;
Thence N89°44'38"W along the south line of Said Plat 1436, a distance of 10.00 feet to the southwest corner of Said Plat 1436;
Thence N00°22'22"E along the west line of Said Plat 1436, a distance of 15.00 feet;
Thence N31°20'22"E continuing along Said west line, a distance of 58.30 feet;
Thence N00°22'22"E continuing along Said west line, a distance of 5.00 feet to the northwest corner of Said Plat 1436;
Thence S89°37'38"E along the north line of Said Plat 1436, a distance of 154.97 feet to the Point of Beginning.

Containing 0.053 acres more or less and is subject to easements, rights-of-way, reservations, and restrictions, of sight and/or of record.

Basis of bearing is S89°37'38"E along the north line of 174 King Street Condominiums addition to the Town of Jackson, Plat No. 1436.

Lucas D. Rudolph
Wyoming PLS 15442
Nelson Engineering
Project 19-318-11
March 15, 2023

EXHIBIT B



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S00°38'22"W	10.11
L2	N90°00'00"W	146.90
L3	S31°20'22"W	54.45
L4	S00°22'22"W	12.21
L5	N89°44'38"W	10.00



SCALE 1" = 30'

174 KING STREET CONDOMINIUMS,
PLAT 1436
LOCATED WITHIN SW 1/4, SW 1/4,
SECTION 27, T41N, R116W,
6TH P.M.
TOWN OF JACKSON, TETON
COUNTY, WYOMING

DRAWING NO 1	DRAWING TITLE STORM WATER & SANITARY SEWER EASEMENT TO THE TOWN OF JACKSON	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE 10/15/03
JOB NO 19-318-11			ENGINEERED
			DRAWN SK
			CHECKED LR
			APPROVED LR

STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Regular – Consent
Submitting Department:	Public Works/Legal	Presenter:	Brian Lenz / Lea Colasuonno
Agenda Item:	Consideration of Wastewater and Water Agreements with JHHR Development II Inc.	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider and review:

- (1) a Wastewater Treatment Facilities Connection and Use Agreement (“Wastewater Agreement”)
- (2) a Water Supply Agreement (“Water Agreement”) (collectively the “Agreements”)

between the Town of Jackson and JHHR Development II Inc. (“Applicant”).

Requested Action.

Staff requests Council consider and review the Agreements as presented in the attachments to this staff report.

Recommendations.

Staff recommends Council approve the Agreements as presented in the attachment to this staff report.

Background.

At the Regular Town Council Meeting on May 3, 2021, the Town Council approved the request from JHHR Holdings I, LLC to connect to the Town’s water supply and sanitary sewer systems (application P21-020) for 84 single family residential homes located in Northern South Park. The applicant’s development is commonly known as the Porter Ranch.

The Agreements attached to this staff report are the result of the negotiations between the Town and the Applicant since Council’s approval in 2021.

Analysis & Key Policy Questions.

Key Policy Question: Does Council approve the Agreements attached to this staff report?

- The Agreements memorialize relevant Council required conditions of approval from the May 3, 2021 meeting and staff recommends approval by Council. All conditions not covered by the Agreements will be met with subsequent agreements or permits.

Possible Alternatives.

1. Council could direct staff to incorporate changes into the Agreements and further negotiate with the Applicant.
2. Council could reject the Agreements entirely.

Comprehensive Plan & Priority Alignment.

This project relates to Comprehensive Plan Common Value #1- Ecosystem Stewardship:

- Policy 1.2.c: Monitor and maintain water quality – *calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements.*

Fiscal Impact.

This Agreement is the necessary second step for the connection of the development, thus its approval would result in one-time capacity fees for sewer and water being collected with that (and any future) connection to the Town's wastewater and water systems, the exact amount of which is determined pursuant to Title 13 of the Municipal Code at the time of permit issuance. The ongoing fiscal impact thereafter are the wastewater and water base and usage fees paid to the Town.

When additional parties/developments are connected to the Town's sewer and water systems, there is a cumulative impact to the Town's operation and maintenance costs for the sewer collection and treatment systems and the water supply system with corresponding reductions in the Town systems' remaining future capacity.

Staff Impact.

Drafting and negotiating each Agreement required 25 hours of time for the Town Attorney, with an additional 10 hours from the Town Manager and Town Engineer, each respectively.

Attachments or Links.

- (1) Wastewater Treatment Facilities Connection and Use Agreement between the Town of Jackson and JHHR Development II Inc.
- (2) Water Supply Agreement between the Town of Jackson and JHHR Development II Inc.
- (3) Letter of Final Approval with conditions

Suggested Motion.

I move to approve:

- (1) The Wastewater Treatment Facilities Connection and Use Agreement between the Town of Jackson and JHHR Development II Inc.,
- (2) The Water Supply Agreement between the Town of Jackson and JHHR Development II Inc., and
- (3) authorize the mayor to execute the Agreements subject to minor changes by staff.

**WATER SUPPLY AGREEMENT BETWEEN THE
TOWN OF JACKSON AND JHHR DEVELOPMENT II, INC.**

This Water Supply Agreement ("**Agreement**") is made and entered in to by the Town of Jackson, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 ("**Utility**") and JHHR Development II Inc., a Wyoming corporation, of 2505 Shootin' Iron Ranch Road, Jackson, Wyoming 83001 ("**JHHR**").

WITNESSETH:

WHEREAS, the Utility is the owner and operator of a public water supply and associated facilities, including supply wells, storage tanks, and distribution mains ("**Water Supply System**"), and by means of these facilities makes potable water supply services available to residents of the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming; and

WHEREAS, JHHR owns the property located outside the Town of Jackson, and legally described as Lot 1 of JHHR South, according to that plat recorded in the Office of the County Clerk of Teton County, Wyoming on March 14, 2023 as Plat Number 1448; PIDN: 22-40-16-06-3-01-001 ("**Property**"), and requested permission to connect to the Utility's Water Supply System; and

WHEREAS, at a meeting of the Town Council on May 3, 2021, the Jackson Town Council voted to approve a connection of the Property, specifically up to 79 single-family residential lots and a 1.12-acre public park, ("**Approved Development**") to the Utility's Water Supply System and to provide water services for landowners within the boundaries of the Property ("**JHHR Users**"); and

WHEREAS, the Town of Jackson Municipal Code requires that all expenses related to any extension of the watermain to a private lot or within a private lot shall be borne by the property owner; and

WHEREAS, Town of Jackson Municipal Code provides that the water supply and the charges and rates for the provision thereof to parties within and without the corporate limits of the Town are under the exclusive control of the Town Council; and

WHEREAS the purpose of this Agreement is to set forth the terms and conditions pursuant to which the JHHR Water System (as defined below) may connect to the Water Supply System, as well as to clarify that any owner of property not included within the Property (an "**Outside Party**") may request to connect to the Water Supply System through the JHHR Water System.

NOW THEREFORE, it is hereby agreed that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, on their own behalf and for all successors in interest or assigns, mutually covenant and agree as follows:

1. Permission to Connect to the Utility's Water Supply System.

- A. Utility hereby authorizes JHHR to connect its watermains, services, and appurtenances ("**JHHR Water System**") to the Utility's Water Supply System, for the Approved Development only except as otherwise provided herein. Water service shall be provided through a watermain and appurtenances thereto, all as more particularly described and set forth in **Exhibit XX**, attached hereto and made a part hereof by this reference.

- B. This Agreement is exclusive to the one connection set forth in **Exhibit XX**. This Agreement does not grant JHHR the right to additional connections for itself, nor the right to increase its connection service size.
- C. JHHR may not approve any Outside Party to connect to the JHHR Wastewater System as a means of connecting to the Water Supply System absent advance, written request and approval from the Town. Notwithstanding the foregoing, if Utility's supply well for Zone 3 and the pumphouse for Well 9 is located on property owned by JHHR or an affiliate of JHHR, any development on property owned by JHHR or an affiliate of JHHR is exempted from the above and will be approved by the Utility to connect to the Utility Water System.

2. Agreement to Supply Potable Water.

- A. The Utility hereby agrees to supply potable water for use by JHHR at its Property for the Approved Development pursuant to the terms and conditions set forth herein, ordinances of the Town of Jackson, the Wyoming State Statutes. JHHR shall not be subject to disconnection for lack of supply.
- B. The Utility shall provide water complying at the point of connection with the Safe Drinking Water Act. JHHR shall provide any additional water treatment needed to provide safe water from JHHR's Water System.
- C. Notwithstanding the foregoing, the Utility may, in its sole discretion, interrupt or reduce water service due to:
 - i. System emergencies;
 - ii. In order to install equipment, make repairs, replacements, investigation, and inspections; or
 - iii. Perform maintenance work on the Utility's Water Supply System.

3. JHHR Responsibilities.

- A. JHHR shall be solely responsible for paying all costs associated with the design, permitting, construction, use, operation, and maintenance of the JHHR Water System, as well as all costs of connecting its System to the Utility's Water Supply System.
- B. JHHR must apply for, receive, and maintain compliance with all necessary permits to construct and operate its Water System from the Wyoming Department of Environmental Quality ("DEQ") and the Environmental Protection Agency prior to and for the duration of its connection to the Utility's Water Supply System (the "DEQ Permit"). The DEQ Permit does not relieve JHHR from any duty to obtain and maintain any other permit or authorization that may be required by any provision of federal, state, or local codes and ordinances; nor does it permit violation of any section of federal, state, or local codes and ordinances.
- C. Beginning at the point of connection to the Utility-owned system, as defined in the Jackson Municipal Code, JHHR's Water System shall be solely owned, operated, maintained, repaired, and replaced by JHHR, who shall be responsible for all related expenses.
- D. JHHR shall comply with any emergency water conservation measures implemented by the Utility and necessitated by an emergency condition or a water shortage, provided that JHHR shall not be treated differently than other contracted customers outside the corporate limits of the Utility's Water Supply System (and in the event of annexation as contemplated by Section 8 below, than other contracted customers inside the corporate limits of the Utility's Water System).
- E. In the event of any leakage, damage, infiltration, contamination, or intrusion to the JHHR Water System, JHHR shall promptly notify the Utility of the event; advise the Utility of the measures JHHR is taking to remedy the problem(s); complete all repairs within a reasonable timeframe; and notify the Utility when all such repairs have been completed.
- F. Should the Utility be notified by state or federal agencies with jurisdiction over the Utility's Water Supply System, that the JHHR Water System (or any system subject to this Agreement), is out of

compliance with law, regulations, permits, reporting, or deficient in a like way, JHHR shall timely and fully cooperate with the Utility to remedy the compliance or deficiency issue, up to and including, disconnection. All parties shall pay the costs for their own systems.

4. Water Rates, Charges, and Fees.

- A. JHHR's water rates, charges, and fees for JHHR shall be in accordance with the standard service policies and user rates established by the Utility via ordinance and in accordance with Wyoming State Statute, including that water rates, charges, and fees are subject to change, and the changes thereto are applicable to JHHR and JHHR Users.
- B. It is acknowledged and agreed that the Property is outside the Town of Jackson corporate limits, and consistent with Wyoming State Statutes, JHHR may be subject to different rates, charges, and fees than those within the corporate limits of the Town.
- C. *Water Capacity Fee.* Prior to connection to Utility's Water Supply System, JHHR must pay a non-refundable Water Capacity Fee for the Approved Development that runs with the land. Such Capacity Fee will be paid in accordance with Jackson Municipal Code in effect at the time the Utility issues the permit for such connection. If in the future the Property is approved for development in addition to the Approved Development and that additional development requires additional connection(s) and/or up-sizing of existing capacity, JHHR will be assessed additional Water Capacity Fees, which fee will be paid in accordance with the Jackson Municipal Code at the time the Town issues the permit for such connection.
- D. *Water Line Service Costs (Connection Costs).* Prior to and during connection to Utility's Water Supply System, JHHR may be charged costs to connect to or tap into the Utility's Water Supply System. Such costs will be paid in accordance with the Jackson Municipal Code at the time the Utility issues the permit for such connection.
- E. *Recurring Water Rates.* JHHR agrees to pay water rates for JHHR consistent with the Jackson Municipal Code and the adopted fee schedules of the Town of Jackson, as each may be amended from time to time.
 - i. *Base Charge.* JHHR agrees to make regular and normal payment for the supply of water. Water volume shall be measured through the approved connection meter and appurtenances issued or approved by the Town pursuant to the Municipal Code, as amended.
 - ii. *Volume Rate.* JHHR agrees to pay for its volume per one thousand (1000) gallons in accordance with Jackson Municipal Code, as the same may be amended from time to time.
- F. *Billing and Failure to Pay.*
 - i. The Utility will regularly prepare an invoice to JHHR for water supply services and use.
 - ii. The Utility shall have the absolute right to shut off the supply of water to JHHR in the event JHHR fails to pay any valid fee submitted in accordance with standard service policies of the Utility and the Jackson Municipal Code.
 - iii. Billing for JHHR will commence at such time as JHHR's Water System, including meter, is installed but charges will not incur until actual use commences.

5. Design and Construction.

- A. JHHR shall employ a Wyoming licensed professional engineer for the design and permitting of the JHHR Water System. During construction JHHR shall submit engineer stamped reports, plans, specifications, and calculations related to its Water System design for Utility review and approval.
- B. All water supply from the Property shall be provided and measured through a single water meter having a Utility-approved readout in accordance with the Town of Jackson Municipal Code, as amended.

- C. The JHHR Water System shall incorporate a backflow prevention system, which shall be installed and maintained in compliance with the Utility's Municipal Code and the DEQ regulations, in effect at the time of such installation or maintenance, as applicable.
- D. The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications. Inspection reports and test results shall be submitted to the Utility upon completion of construction or as requested by the Utility.
- E. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files with metadata and in any other format deemed suitable by the Town Engineer.
- F. JHHR is solely responsible for construction of the JHHR Water System to the point of connection, as defined in the Jackson Municipal Code, with the Utility's Water Supply System.
- G. JHHR shall follow the more stringent of the International Plumbing Code, Wyoming DEQ, or the Utility standards that apply to applicable construction, as reasonably interpreted by the Utility. The Utility shall be contacted and given an opportunity to complete an inspection of the new system installation prior to connection.

6. Inspections and Notifications.

- A. Upon reasonable notice to JHHR, which notice shall include reasonable proof of water quality issues, leaks, contamination, infiltration, or intrusion, the Utility may require inspection and testing by JHHR of the JHHR Water System for the purpose of investigating water quality issues, leaks contamination, infiltration, or intrusion and providing a report by a Wyoming licensed professional engineer. Such testing and inspection pursuant to this paragraph shall be at the JHHR's expense.
- B. Upon reasonable notice to JHHR, the Utility shall be granted access to the JHHR Water System for the purpose of inspecting and testing the infrastructure. All such testing shall be at the Utility's expense.
- C. JHHR shall notify the Utility prior to any modifications to the JHHR Water System.
- D. Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to the JHHR Water System. The Utility shall not be responsible for any aspect of the new or modified line, without limitation.

7. Voluntary Termination.

JHHR has the right to voluntarily terminate this Agreement at any time upon six months' written notice to the Utility of its intent to terminate. At the expiration of the notice period, JHHR shall disconnect its Water System from the Utility's Water Supply System within thirty days. JHHR shall notify the Utility in writing of the date disconnection occurred and shall be responsible for all costs associated with termination and disconnection from Utility's Water Supply System. If JHHR disconnects prior to the expiration of the notice period, JHHR will be charged the Base Charge until the expiration of the notice period.

8. Annexation.

- A. JHHR shall not object to annexation of the Approved Development conducted in accordance with State Statutes, and will cooperate with the Town in the process of such annexation.
- B. It is acknowledged and agreed by the parties that notwithstanding such annexation, the JHHR Water System shall remain owned by JHHR and, in accordance with the terms of conditions herein, shall solely, at its cost, be operated, maintained, repaired, and replaced by JHHR, provided that at the time such annexation process is commenced, the parties agree in good faith to reevaluate the ownership of the JHHR Water System.

9. Liability / Indemnification.

- A. Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of the JHHR Water System.
- B. JHHR agrees to indemnify and hold harmless the Town from and against any and all cost, liability, expense, and cause of action resulting from JHHR's operation of, or, its failure to maintain or repair any portion of the JHHR Water System, its violation of any regulatory agency's rules and regulations applicable to the JHHR Water System, the imposition of fines and/or legal costs to the Utility associated with such violation, and for costs related to damages resulting from any improper discharge into the Utility's Water Supply System by JHHR, which indemnification includes all costs of defense (including reasonable attorney's fees) for any action or proceedings in which the Utility becomes a party as a result thereof.
- C. In the event that performance of this Agreement is prevented, or interrupted, or service is interrupted or discontinued to JHHR for any reason beyond control of the Utility, JHHR agrees that there shall be no responsibility or liability on the part of the Utility for failure to perform or provide such service.

10. Violation; Enforcement.

- A. JHHR hereby acknowledges that a violation of Title 13 of the Jackson Municipal Code constitutes a violation of this Agreement and may be enforced pursuant to the remedies available in this section.
- B. This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event a party shall be required to bring an action to enforce its rights pursuant to this Agreement, the prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees incurred.

11. Notice.

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

Town:

Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001
clerk@jacksonwy.gov

JHHR:

12. Miscellaneous Provisions.

A. *Entire Agreement; Amendment.*

The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such Agreement shall be effective unless in writing and signed by both parties.

B. *Waiver.*

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

C. *Assignment.*

This Agreement shall not be assigned or transferred except as provided for herein.

D. *Binding Effect.*

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

E. Recitals Part of Agreement.

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.

F. Severability.

If a Court finds any provision of this Wastewater 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.

G. Additional Documents and Acts.

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

H. Counterpart Signatures.

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.

I. Governing Law, Jurisdiction, Construction.

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 Wastewater 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.

J. Immunity.

Utility 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.

EXECUTED as of the last date shown below.

JHHR DEVELOPMENT II INC.,

A private corporation
of the State of Wyoming

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the
_____ of JHHR Development II, Inc., a Wyoming corporation, this ____ day of _____,
2023.

Witness my hand and official seal.

Notary Public

My commission Expires:

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: Hailey Morton Levinson, Mayor

Dated: _____

ATTEST: Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor, as Mayor and Clerk of the Town of Jackson, respectively, this ____ day of _____, 2023.

Witness my hand and official seal.

Notary Public

My commission Expires:

**WASTEWATER TREATMENT FACILITIES CONNECTION AND USE AGREEMENT BETWEEN
THE TOWN OF JACKSON AND JHHR DEVELOPMENT II INC.**

This Wastewater Treatment Facilities Connection and Use Agreement ("**Agreement**") is made and entered in to by the **Town of Jackson**, a municipal corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 ("**Utility**") and JHHR Development II Inc., a Wyoming corporation, of 2505 Shootin' Iron Ranch Road, Jackson, Wyoming 83001 ("**JHHR**").

WITNESSETH:

WHEREAS, the Utility is the owner and operator of a wastewater treatment plant and associated facilities, including wastewater collection and interceptor mains ("**Utility Wastewater System**"), and by means of these facilities makes wastewater collection and treatment services available to residents of the Town of Jackson and, in some instances, to adjacent or nearby areas of Teton County, Wyoming; and

WHEREAS, JHHR owns the property located outside the Town of Jackson legally described as Lot 1 of JHHR South, according to that plat recorded in the Office of the County Clerk of Teton County, Wyoming on March 14, 2023 as Plat Number 1448; PIDN: 22-40-16-06-3-01-001 ("**Property**"), and requested permission to connect to the Utility's Wastewater System; and

WHEREAS, at a meeting of the Town Council on May 3, 2021, the Jackson Town Council voted to approve a connection of the Property, specifically 79 single-family residential lots and a 1.12-acre public park ("**Approved Development**") to the Utility Wastewater System and to provide sewer services for landowners within the boundaries of the Property ("**JHHR Users**"); and

WHEREAS, Town of Jackson Municipal Code, as amended, provides that any and all expenses related to any extension from the sewer main to a private lot or within a private lot shall be borne by the property owner(s) or their designated representative; and

WHEREAS, Town of Jackson Municipal Code, as amended, provides that the Utility has exclusive control and management of the Utility Wastewater System, has exclusive management and control of such System as provided to all users within the Town of Jackson and those voluntarily electing to connect, but lying outside the corporate limits of the Town of Jackson, and has the authority, from time to time, to make such rules and regulations as are necessary for the complete management and control of the Utility Wastewater System; and

WHEREAS, Town of Jackson Municipal Code, as amended, provides, further, that the Utility shall not be responsible for the maintenance, repair, or operation of sewer services, service laterals, or any of their appurtenant elements extending from the outside diameter of the Utility Wastewater System to the point of use.

WHEREAS the purpose of this Agreement is to set forth the terms and conditions pursuant to which the JHHR Wastewater System (as defined below) may connect to the Utility Wastewater System, as well as to clarify that any owner of property not included within the Property (an "**Outside Party**" or the "**Outside Parties**") may request to connect to the Utility Wastewater System through the JHHR Wastewater System.

NOW THEREFORE, it is hereby agreed that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, on their own behalf and for all successors in interest or assigns, mutually covenant and agree as follows:

1. Permission to Connect to the Utility Wastewater System.

- A. Utility hereby authorizes JHHR to connect its lift station(s), sewer force main(s), and gravity sewer(s) and appurtenances (“JHHR Wastewater System”) to the Utility Wastewater System. Service shall be provided through a sanitary sewer line extension, all as more particularly described and set forth in **Exhibit XX**, attached hereto and made a part hereof by this reference.
- B. This Agreement is exclusive to the one connection set forth in **Exhibit XX**. JHHR has no right to additional wastewater connections for itself nor to increase its wastewater connection service size, except as expressly provided in this Agreement.
- C. JHHR may not approve any Outside Party to connect to the JHHR Wastewater System as a means of connecting to the Utility Wastewater System absent advance, written request and approval from the Town.

2. Agreement to Treat Wastewater.

- A. Utility hereby agrees to provide sanitary sewer services to JHHR for the Property for the Approved Development pursuant to the terms and conditions set forth herein, ordinances of the Town of Jackson, the Wyoming State Statutes. JHHR shall not be subject to disconnection for lack of capacity.
- B. Notwithstanding the foregoing, the Utility may, in its sole discretion, interrupt or reduce wastewater treatment service due to:
 - i. System emergencies;
 - ii. In order to install equipment, make repairs, replacements, investigation, and inspections; or
 - iii. Perform maintenance work on the Utility Wastewater System.

3. JHHR Responsibilities.

- A. JHHR is solely responsible for paying all costs and expenses associated with the design, construction, use, operation, maintenance, and repair of the JHHR Wastewater System, as well as all costs of connecting and maintaining the connection of the JHHR Wastewater System to the Utility Wastewater System. JHHR will be treated the same as any other contracted customer outside the corporate limits of the Utility Wastewater System (and in the event of annexation as contemplated by Section 8 below, as any other contracted customer inside the corporate limits of the Utility Wastewater System), consistent with the Town of Jackson Municipal Code and Wyoming State Statutes, and shall not be subject to disconnection for lack of capacity.
- B. JHHR must apply for, receive, and maintain compliance with all necessary permits to construct and operate the JHHR Wastewater System from the Wyoming Department of Environmental Quality (“DEQ”) prior to connection to the Utility Wastewater System (the “**DEQ Permit**”). The DEQ Permit does not relieve JHHR from any duty to obtain and maintain any other permit or authorization that may be required by any provision of federal, state, or local codes and ordinances; nor does it permit violation of any section of federal, state or local codes and ordinances.
- C. In the event of any damage, infiltration, contamination, or intrusion to the JHHR Wastewater System, or to any infrastructure of an Outside Party, JHHR shall promptly notify the Utility of the event; advise the Utility of the measures JHHR is taking to remedy the problem(s); complete all repairs within a reasonable timeframe; and notify the Utility when all such repairs have been completed.
- D. Should the Utility be notified by state or federal agencies with jurisdiction over the Utility Wastewater System, the JHHR Wastewater System or an Outside Party’s wastewater system, that this Agreement (or any system subject to this Agreement), is out of compliance with law, regulations, permits, reporting, or deficient in a like way, JHHR shall timely and fully cooperate with the Utility to remedy the compliance or deficiency issue, up to and including, disconnection. All parties shall pay the costs for their own systems.

4. Wastewater Rates, Charges and Fees.

- A. The wastewater rates, charges, and fees for JHHR shall be in accordance with the standard service policies and user rates established by the Utility via ordinance and in accordance with Wyoming State Statutes, including that wastewater rates, charges, and fees are subject to change, and the changes thereto are applicable to JHHR and JHHR Users.
- B. It is acknowledged and agreed that the Property is outside the Town of Jackson corporate limits, and consistent with Wyoming State Statutes, JHHR may be subject to different rates, charges, and fees than those within the corporate limits of the Town.
- C. *Wastewater Capacity Fee.* Prior to connection to the Utility Wastewater System, JHHR must pay a non-refundable Wastewater Capacity Fee for the Approved Development that runs with the land. Such Capacity Fee will be paid in accordance with Jackson Municipal Code in effect at the time the Town issues the permit for such connection. If in the future the Property is approved for development in addition to the Approved Development and that additional development requires additional connection(s) and/or an increase its wastewater connection service size, JHHR will be assessed additional Wastewater Capacity Fees, which fee will be paid in accordance with the Jackson Municipal Code in effect in the Jackson Municipal Code at the time the Town issues the permit for such connection.
- D. *Wastewater Line Service Costs (Connection Costs).* Prior to and during connection to the Utility Wastewater System, JHHR may be charged costs to connect to or tap into the Utility Wastewater System. Such costs will be paid in accordance with the Jackson Municipal Code, as it may be amended from time to time, at the time the time the Town issues the permit for such connection.
- E. *Recurring Wastewater Rates.* JHHR will pay wastewater rates consistent with the Jackson Municipal Code and the adopted fee schedules of the Town of Jackson, as each may be amended from time to time.
 - i. *Base Charge.* JHHR must make regular and normal base charge payments for the collection and treatment of wastewater.
 - ii. *Volume Rate.* JHHR must pay for its wastewater volume per one thousand (1000) gallons in accordance with their wastewater class, as the class is determined in the sole discretion of the Utility and pursuant to Jackson Municipal Code §13.08.013, as the same may be amended from time to time.
- F. *Invoicing.*
 - i. Invoicing for JHHR will commence at such time as the JHHR Wastewater System, including its wastewater meter, is installed but charges will not incur until actual use commences.
 - ii. The Utility will regularly prepare an invoice to JHHR for wastewater supply services and use.
 - iii. Pursuant to Wyoming State Statutes, in the event JHHR fails to pay an invoice within thirty (30) days after it is due, the amount thereof, together with a penalty of 10%, and a reasonable attorney's fee, may be recovered in a civil action by the Utility.
 - iv. Utility's billing may include surcharges for extraordinary strength wastes in accordance with the current Town of Jackson ordinances, resolutions, and regulations for wastewater.

5. Design and Construction.

- A. JHHR shall employ a Wyoming licensed professional engineer for the design and permitting of the JHHR Wastewater System. The design must include wastewater grinder(s) before the pumping station and one wastewater meter.
- B. All wastewater volume from the Approved Development shall be measured through a single wastewater meter having a Utility-approved readout in accordance with the Town of Jackson Municipal Code, in effect at the time of such installation or maintenance, as applicable.
- C. The JHHR Wastewater System shall incorporate a backflow prevention system, which shall be installed and maintained in such a manner as to prevent the flow from the Utility Wastewater System into the JHHR Wastewater System.

- D. The construction and quality control testing shall be monitored by a Wyoming licensed professional engineer responsible for verifying that construction conforms to the project plans and specifications. Inspection reports and test results shall be submitted to the Utility weekly during construction and upon completion of construction, and prior to the Town Engineer's final inspection.
- E. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files with metadata and in any other format deemed suitable by the Town Engineer.
- F. JHHR is solely responsible for construction of the JHHR Wastewater System to the point of connection, as defined in the Jackson Municipal Code, with the Utility Wastewater System.
- G. JHHR shall follow the more stringent of the International Plumbing Code, DEQ, or the Utility's standards that apply to applicable construction, as reasonably interpreted by the Town Engineer. The Utility shall be contacted and will complete a final inspection of the new system installation prior to any discharge to the Utility Wastewater System.
- H. The JHHR Wastewater System is designed and shall be constructed to provide connectivity to adjacent properties and reduce the need for additional pumping facilities, including providing conceptual design for extensions to adjacent properties as future development is anticipated by JHHR, including the development envisioned for such properties by the Northern South Park Neighborhood Plan.

6. Inspections and Notifications.

- A. Upon reasonable notice to JHHR, which notice shall include reasonable proof of contamination, infiltration, or intrusion, the Utility may require inspection and testing by JHHR of the JHHR Wastewater System for the purpose of investigating contamination, infiltration, or intrusion and providing a report by a Wyoming licensed professional engineer. Such testing and inspection pursuant to this paragraph shall be at JHHR's expense.
- B. Upon reasonable notice to JHHR, the Utility shall be granted access to the JHHR Wastewater System and the infrastructure of all Outside Parties for the purpose of inspecting and testing the infrastructure, and for the purpose of monitoring the wastewater flow and strength. All such testing shall be at the Utility's expense.
- C. JHHR shall notify the Utility prior to any modifications to the JHHR Wastewater System.
- D. Utility shall have not less than forty-eight (48) hours' notice to inspect all new connections or modifications to the JHHR Wastewater System. The Utility, by such inspection, shall not be responsible for any aspect of any new or modified line, without limitation.

7. Septic, Hazardous, and Unapproved Materials Prohibited.

- A. Septic system waste, hazardous materials, or other unapproved substances shall not be introduced into the JHHR Wastewater System or the Utility Wastewater System without prior written approval from the Town Engineer.

8. Voluntary Termination.

JHHR has the right to voluntarily terminate this Agreement at any time upon six months' written notice to the Utility and any Outside Parties of its intent to terminate. At the expiration of the notice period, JHHR shall disconnect the JHHR Wastewater System from the Utility Wastewater System within thirty days. JHHR shall notify the Utility in writing of the date disconnection occurred and shall be responsible for all costs associated with the physical termination and disconnection from the Utility Wastewater system. If JHHR disconnects prior to the expiration of the notice period, JHHR will be charged the base charge payments described above in this Agreement until the expiration of the notice period.

9. Annexation.

- A. JHHR shall not object to annexation of the Approved Development conducted in accordance with State Statutes, and will cooperate with the Town in the process of such annexation.
- B. It is acknowledged and agreed by the parties that notwithstanding such annexation, the JHHR Wastewater System shall remain owned by JHHR and, in accordance with the terms of conditions herein, shall solely, at its cost, be operated, maintained, repaired, and replaced by JHHR, provided that at the time such annexation process is commenced, the parties agree in good faith to reevaluate the ownership of the JHHR Water System.

10. Liability / Indemnification.

- A. Utility shall not have any responsibility or liability for construction, maintenance, or repair of any portion of the JHHR Wastewater System or any portion of any Outside Party system.
- B. JHHR agrees to indemnify and hold harmless the Town from and against any and all cost, liability, expense, and cause of action resulting from JHHR's operation of, or its failure to maintain or repair any portion of, the JHHR Wastewater System, its violation of any regulatory agency's rules and regulations applicable to the JHHR Wastewater System, the imposition of fines and/or legal costs to the Utility associated with such violation, and for costs related to damages resulting from any improper discharge into the Utility Wastewater System by JHHR or an Outside Party, which indemnification includes all costs of defense (including reasonable attorney's fees) for any action or proceedings in which the Utility becomes a party as a result thereof.
- C. In the event that performance of this Agreement is prevented, or interrupted, or service is interrupted or discontinued to JHHR for any reason beyond control of the Utility, JHHR agrees that there shall be no responsibility or liability on the part of the Utility for failure to perform or provide such service.

11. Violation; Enforcement.

- A. JHHR hereby acknowledges that a violation of Title 13 of the Jackson Municipal Code constitutes a violation of this Agreement and may be enforced pursuant to the remedies available in this section.
- B. This Agreement may be enforced by either party by an action at law or in equity, specifically including extraordinary remedies of specific performance and injunctive relief. In the event a party shall be required to bring an action to enforce its rights pursuant to this Agreement, the prevailing party in such controversy shall be entitled to recover, in addition to any and all other relief, all costs, including a reasonable sum for attorney's fees incurred.

12. Notice.

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

Town: Town of Jackson Attn: Town Clerk P.O. Box 1687 Jackson, Wyoming 83001 clerk@jacksonwy.gov	JHHR: _____ _____ _____ _____ _____
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All notices hereunder shall include a courtesy copy sent via email to the email address provided above.

13. Miscellaneous Provisions.

- A. *Entire Agreement; Amendment.*

The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no amendment of such agreement shall be effective unless in writing and signed by both parties.

B. Waiver.

A waiver by 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.

C. Assignment.

This Agreement shall not be assigned or transferred.

D. Binding Effect.

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

E. Recitals Part of Agreement.

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.

F. Severability.

If a Court finds any provision of this Wastewater 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.

G. Additional Documents and Acts.

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

H. Counterpart Signature; Electronic Signatures.

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.

I. Governing Law, Jurisdiction, Construction.

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 Wastewater 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 Wastewater 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.

J. *Immunity.*

Utility 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.

EXECUTED as of the last date shown below.

JHHR DEVELOPMENT II, INC.,

**A private corporation
of the State of Wyoming**

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by _____, as the
_____ of JHHR Development II, Inc. a Wyoming corporation, this ____ day of _____,
2023.

Witness my hand and official seal.

Notary Public

My commission Expires:

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

BY: Hailey Morton Levinson, Mayor

Dated: _____

ATTEST: Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Hailey Morton Levinson and Riley Taylor, as Mayor and Clerk of the Town of Jackson, respectively, this ____ day of _____, 2023.

Witness my hand and official seal.

Notary Public

My commission Expires:



PUBLIC WORKS DEPARTMENT

Reed Armijo
Jorgensen Associates, Inc.
Applicant for JHHR Holdings I, LLC
PO Box 9550
Jackson, WY 83002

29 October 2021

Dear Mr. Armijo:

At the Regular Town Council Meeting on 3 May 2021, the Town Council approved the request from JHHR Holdings I, LLC to connect to the Town's water supply and sanitary sewer systems (application P21-020).

Town staff recommended approving these connection requests, and Council approved them directing staff to draft a Water Service Connection and Use Agreement and a Sewer Service Connection and Use Agreement, together hereafter referred to as CUAs. The conditions of approval are as follows:

GENERAL

1. Staff and the Applicant shall discuss the following provisions while drafting the CUAs:
 - a. Access easements
 - b. Future development potential and number of approved units/capacities.
 - c. Policy direction by Council pursuant to the Capacity Study
 - d. Community utility and street infrastructure standards
2. The approval is for 84 single family residential homes with primary structures and any accessory uses allowed by the development regulations for Teton County Suburban zoning.
3. The application shall proceed to Step 2 no earlier than September 15, 2021.
4. To address ownership and access to utilities, easements shall be recorded against the subject property at the time of final plat that are acceptable to the Town.
5. As development plans progress for adjacent properties, the Applicant must allow and incorporate reasonable connection opportunities for those properties.
6. Applicant shall address all standard conditions of approval for water connection and sewer service requests as part of Step 2. (See attached Standard Conditions of Approval.)

WATER SUPPLY

7. During Step 2, Applicant and Town shall collaborate to determine what steps and improvements will need to be taken to connect the development to the Town's water system, including but not limited to providing land for wells and control / treatment buildings.
8. During Step 2, Applicant will be responsible for providing technical studies and evaluations of the impact on existing distribution and supply facilities. This information shall include, but not be limited to, existing population, water demands, and existing demands and capacities of facilities.
9. That no connection to the Town's water system shall be made until such time as additional supply and/or storage are established and actively serving Zone 3.

SEWER COLLECTION AND TREATMENT



10. During Step 2, Applicant and Town shall collaborate to determine what steps will need to be taken to connect the development to the Town's sewer system.
11. During Step 2, Applicant will be responsible for providing technical studies and evaluations of the downstream impact on existing sewers, lift stations and treatment facilities. This information shall include, but not be limited to, existing population, waste loads, and existing flows and capacity of downstream facilities.
12. All sewer flows collected and pumped through the proposed lift station shall be metered.
13. During Step 2, Collection systems and lift stations shall be designed to provide connectivity to adjacent properties and reduce the need for additional pumping facilities. This includes, but is not limited to, conceptual design for extensions to adjacent properties as conceptualized by the Applicant, the neighborhood master plan, or other development applications.
14. Any lift station or pumping facilities proposed by the Applicant shall include, but not be limited to: additional capacity to accommodate additional development on adjacent properties as reasonably foreseeable; be constructed with emergency backup power and Town compatible SCADA systems, as either an above ground valve package kit or complete pump house with enclosed wet well, dry well; and emergency backup power facilities commensurate with the service requirements, regulations, and as required by the Town.
15. The CUAs will include a provision requiring the Applicant not object to annexation after completion of the platting of this property consistent with approved SKC 2020-0001

The next steps in this process are:

1. Town staff will work with the Applicant to draft CUAs that include the conditions of approval and other necessary contract terms. The CUAs must be approved by Council for execution then recorded by the applicant with the County.
2. Prior to construction of any infrastructure connecting to the Town's systems, the applicant must obtain all necessary permits and pay all fees.

The requested water service connection would be served by the Town's water supply system Zone 3, which requires additional supply to meet current demands. The Town is currently in the planning phase to construct one or more new water supply well(s) and a storage tank for this Zone. The Town will continue to work with the Applicant to coordinate necessary Town water system improvements in this Zone benefitting the Town and Applicant.

Please contact me or the Town Engineer, Brian Lenz, with any questions regarding this application.

Sincerely,

Floren Poliseo, Public Works Director
fpoliseo@jacksonwy.gov

cc:

Amberley Baker, Wylie Baker LLP
Brian Lenz, Town Engineer

STAFF REPORT



Meeting Date:	1 May 2023	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Street Inventory and Condition Assessment	Public Comment:	yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a Framework Agreement for roadway condition assessment services.

Requested Action.

Staff requests Council review of the Agreement.

Recommendations.

Staff recommends approving, and allowing the Mayor to execute, the Framework Agreement with International Cybernetics (ICC).

Background.

State Statutes require contracts be approved by Council and executed by the Mayor. Of course this does add process and time to the daily work of Public Works and, in order to gain efficiency for projects within the approved budget with repeat contractors and service providers (such as surveyors, designers, engineers, technicians, and the like), the Public Works Director, Town Manager, and Town Attorney discussed setting up framework agreements for these contractors.

To efficiently adhere to the Town's legal obligations and meet Public Works' frequent need for contract services, the Legal Department created a template Framework Agreement that can be executed once for a specific entity to provide professional services repeatedly, with the ability for the Department Director as an authorized representative to enter individual project agreements with the entity. Staff's preference is to ultimately secure Agreements with multiple vendors that are typically used, in order to maintain flexibility and also have legal documentation in place to support hiring them for small tasks now and in the future.

Analysis & Key Policy Questions.

Town Public Works has been inventorying its infrastructure systems for the last few years. GIS database maps have been created for the Town's utilities including water, wastewater, and stormwater. Staff continues to update the data for these systems for completeness and better accuracy. Inventorying and mapping needs to be completed for streets as well. Public Works has some data for streetlights, which will be updated through an inventory this summer/fall. We also plan to collect data about street signs using Town interns this summer. We do not currently have street segments in the dataset. This project will catalog the streets throughout Town and will also collect data about their current surface condition.

Collecting information about street conditions will establish a baseline for Public Works to begin planning and prioritizing capital improvements for Town roadways. In the future staff will create a maintenance, repair, and replacement schedule as part of a better-established asset management program. Public Works would likely use this same services provider, ICC, again in the future to conduct subsequent conditions assessments. Future assessments will help calibrate our inventory data and better understand our progress in managing roadway assets.

Staff solicited and received estimates for this type of work from more than one vendor, and the scope and cost of what ICC provides best aligned with the Town's needs. Additionally, WYDOT uses ICC to perform this work for their roadways system. ICC will be in the area doing work for WYDOT, making it more cost-effective and efficient for them to conduct the same survey of Town streets while they are here. Having the same company performing the same type of work for both WYDOT and Town will also ensure consistency in evaluation and the resulting data, making it easier to coordinate and prioritize capital improvements in roadway corridors where Town and WYDOT share interest and responsibilities.

Possible Alternatives.

Town Council could elect not to enter into an Agreement with this particular roadway conditions assessment services provider. This would limit staff's options and would delay completing the necessary inventorying work for baseline data.

Comprehensive Plan & Priority Alignment.

Vendors that provide services Public Works help the Town maintain its role in Quality of Life: Common Value 3, Chapter 8. Quality Community Service Provision.

Fiscal Impact.

The data collection and assessments conducted under this Agreement will utilize funds from the Engineering Professional Services line item, which is included in each fiscal year budget request. Staff anticipates spending a total of approximately \$19,500 in FY23 under this Agreement, which is sufficiently funded in the current FY23 Amended Budget. If the Engineering Professional Services line item is not sufficient to cover all work issued in FY23, staff will request a budget amendment to transfer funds from other roadway reconstruction and Street repair and maintenance line items that have available balances in the FY23 Budget.

Staff Impact.

Staff from Public Works Department (Administration, Engineering, and Street Divisions) and Legal Department have spent approximately 15 hours collectively on this item. If this item is approved by Council, staff anticipates that completion of each project under the Agreement will require approximately 1.5 hours of work for the Public Works Department to administer.

Attachments or Links.

Framework Agreement for Professional Inventory/Assessment Services

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

I move to approve the Framework Agreement for Professional Surveying Services between the Town and Enclosure Surveying and authorize the mayor to execute the agreement, subject to minor changes by staff.

FRAMEWORK AGREEMENT FOR PROFESSIONAL SERVICES

This Framework Agreement for Professional Services ("*Agreement*") sets forth the terms and conditions of services to be provided by International Cybernetics (ICC), whose address is 10630 75th Street N., Largo, FL 33777 ("*Consultant*") to the Town of Jackson, whose address is P.O. Box 1687, Jackson, Wyoming 83001 ("*Town*").

1. Overview of Agreement.

- A. This Agreement provides the terms and conditions on which Consultant will provide the professional, technical, and consulting services described in this Agreement and the project agreements to the Town ("*Services*").
- B. Consultant will perform the Services through individual project agreements which will be authorized by the issuance of a project agreement in substantially the form attached as Exhibit A and signed by an authorized representative of both Parties ("*Project Agreement*").

2. Professional Services.

- A. Each Project Agreement executed under this Agreement will be a part of this Agreement as if fully included within its body. In the event of any conflict between the body of this Agreement and any Project Agreement, the terms and conditions of this Agreement shall prevail and govern.
- B. Unless otherwise agreed by the Parties, each Project Agreement will include: (i) a description of the Services to be performed by the Consultant thereunder; (ii) Town's responsibilities relating to the Consultant's performance of the Services thereunder; (iii) a list of significant tasks to be completed, including, without limitation, applicable commencement and completion dates or expected project duration; (iv) a listing of any materials and other items that Consultant will deliver to the Town hereunder ("*Work Product*"), including, without limitation, any applicable delivery dates and any specifications, templates and/or formats to which the Work Product is required to materially conform; (v) a listing of any data or other information to be submitted by the Town to the Consultant, including any applicable submission dates and any instructions, specifications, templates and/or formats governing the submission of such data or other information; (vi) method of compensation to the Consultant (e.g., time and materials, fixed price, or otherwise) and other appropriate pricing terms; and (vii) any other information or provisions the Parties agree to include.
- C. The Consultant agrees to supply and deliver the Work Product and perform the Services specified in the Project Agreement(s) in a professional manner and in accordance with this Agreement and the Project Agreement(s). Notwithstanding the foregoing, the Town acknowledges that Consultant's ability to perform will require the Town to timely perform certain tasks and provide certain tangible and intangible items. The Town hereby agrees to perform its obligations hereunder, and the Parties acknowledge that the Town's failure to perform such obligations may adversely affect the Consultant's ability to meet its performance obligations under the conditions contemplated by the Project Agreement. The Parties hereby agree to negotiate in good faith to arrive at an equitable adjustment to the fees payable under a Project Agreement and the terms of this Agreement to compensate the Consultant for such additional effort and costs directly caused by the Town's delay. In addition, Consultant shall not be deemed to be in default under this Agreement for any delays or failure to meet its obligations if based on the Town's actions, omissions or failure to meet its performance requirements.
- D. Either Party may propose changes to the scope of Services provided by the Consultant under any particular Project Agreement. Proposed changes shall be effected through written change orders

which shall constitute amendments to this Agreement and the applicable Project Agreement (“Change Orders”).

3. Termination and Remedies.

- A. This Agreement and/or any Project Agreement(s) issued under it may be terminated for any reason by either Party upon thirty (30) days written notice to the other Party or by either Party by written notice to the other Party in the event such other Party materially breaches any of its material obligations as set forth in this Agreement and/or any Project Agreement(s) issued under it and fails to cure such breach within thirty (30) days after written notice thereof from such notifying Party.
- B. Should this Agreement and/or any Project Agreement be terminated under this Section, the Town and Consultant shall make good faith efforts to reach mutual agreement on the Services necessary to close out such Project Agreement. If the Town plans to continue the Project specified in the Project Agreement, Consultant shall assist in smoothly transferring the conduct of the Project to the Town or its designate.
- C. If this Agreement or any Project Agreements(s) issued thereunder are terminated by the Town pursuant to this Section, the Town will be entitled to retain the Work Product only to the extent paid for by the Town.
- D. In the event of termination of this Agreement and/or any Project Agreement(s) issued under it pursuant to this Section, the Town will pay Consultant for all Services performed under this Agreement (where the Agreement is terminated) or the terminated Project Agreement(s) (inclusive of Work Product provided thereunder), through the effective date of termination.

4. Compensation and Payment Terms.

- A. Consultant shall be paid for the Services as set forth in the applicable Project Agreement.
- B. All invoices shall be due upon receipt by the Town. Any payment that is not paid within forty-five (45) days of its due date will accrue interest at a rate of 1.5% per month from the due date until paid.
- C. If the Town disputes any invoice, or any charge or amount on any invoice or any charge for Services, and such dispute cannot be resolved promptly through good faith discussions between the Parties, the Town will pay the amounts due under the applicable Project Agreement, less the disputed amount, provided that the Town and Consultant will diligently proceed to work together to resolve any disputed amount.

5. Independent Contractor Status. It is understood and agreed that Consultant will provide the Professional Services as an independent contractor and that during the performance of the Professional Services, Consultant (and any employees thereof) will not be considered employees, partners, agents, or joint venture partners 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 Consultant (nor any employees thereof) shall be entitled to any benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, retirement benefits, health or disability benefits, worker's compensation, unemployment insurance, and any other employment benefits of any kind. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security.

6. Place of Performance. The Consultant shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or administrative support by the Town. Consultant shall supply at its

own expense, all materials, supplies, equipment, and tools required to accomplish the Professional Services that is agreed to be performed in accordance with this Agreement.

7. Notice. Any notice required or authorized to be given hereunder shall be deemed to have been given three (3) business days after deposit in the United States mail, certified, postage pre-paid, at the addresses above.

8. General Provisions.

- A. Entire Agreement; Amendment. The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no prior or separate understandings or agreements between the parties are merged into this Agreement. No amendment of this MOU shall be effective unless in writing and signed by both parties.
- B. Waiver. 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.
- C. Governing Law, Jurisdiction, Construction. 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.
- D. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the Parties may re-negotiate the terms affected by the severance.
- E. Governmental Immunity. The Town does not waive its respective 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.
- F. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The Parties to this Agreement intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this Agreement.
- G. Counterparts; Electronic Signatures. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT,

Jason Trotter _____ (write name)

Director of Business Development, ICC (title and corporate name)

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

By: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

Exhibit A

Framework Services Agreement Project Agreement Form

This Project Agreement Number _____, together with the attached Framework Services Agreement between _____ (“*Consultant*”) and the Town of Jackson (“*Town*”) (“*Agreement*”), contain the full and complete understanding of the Parties and supersede all prior agreements and understandings between the Parties with respect to the entire subject matter of this Project Agreement. Only a written instrument signed by an authorized representative of each Party may amend this Project Agreement.

All capitalized terms not defined herein will have the meanings given them in the Agreement.

1. Term.
2. Services to be Performed. Consultant will perform the tasks and responsibilities described below:
3. Work Product and Schedule of Performance.
4. Compensation.
Method: *[check one]*
 - ☐ Time and Materials Basis:
 - ☐ Rates for professional fees shall be as set forth below. *[may be attachment or set forth here]*
 - ☐ Fixed Price Basis. Fixed Price, as follows:
 - ☐ Other Basis. *[Specify method of compensation.]*
5. Additional Resources and Responsibilities of Consultant. *[may be “not applicable”]*
6. Additional Resources and Responsibilities of the Town; Other Assumptions. *[may be “not applicable”]*
7. Other Provisions. *[may be “not applicable”]*

The terms of this Project Agreement are agreed to by.

CONSULTANT,

TOWN OF JACKSON,

By: _____, _____

By: _____, Director Public Works

STAFF REPORT



Meeting Date:	1 May 2023	Meeting Title:	Town Council Regular - Consent
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Framework Agreement for professional surveying services	Public Comment:	yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a Framework Agreement for surveying services.

Requested Action.

Staff's request is Council review of the Agreement.

Recommendations.

Staff recommends approving, and allowing the Mayor to execute, the Framework Agreement with Enclosure Surveying.

Background.

State Statutes require contracts be approved by Council and executed by the Mayor. Of course this does add process and time to the daily work of Public Works and, in order to gain efficiency for projects within the approved budget with repeat contractors and service providers (such as surveyors, designers, engineers, technicians, and the like), the Public Works Director, Town Manager, and Town Attorney discussed setting up framework agreements for these contractors.

To efficiently adhere to the Town's legal obligations and meet Public Works' frequent need for contract services, the Legal Department created a template Framework Agreement that can be executed once for a specific entity to provide professional services repeatedly, with the ability for the Department Director as an authorized representative to enter individual project agreements with the entity. Staff's preference is to ultimately secure Agreements with multiple vendors that are typically used, in order to maintain flexibility and also have legal documentation in place to support hiring them for small tasks now and in the future.

Analysis & Key Policy Questions.

Because of the Town's regionally rural setting, there are a limited number of service providers and Public Works staff often must hire the same providers to assist with multiple projects. To more efficiently adhere to the Town's legal obligations, the Legal Department created a template Framework Agreement that can be executed once for a specific entity to provide a certain type of professional service in perpetuity, with the ability for the Department Director as an authorized representative to assign individual projects to the entity. Staff's preference is to ultimately secure Agreements with multiple vendors that are typically used, in order to maintain flexibility and also have legal documentation in place to support hiring them for small tasks throughout the year.

This particular surveying services provider is a relatively new company and Town has not conducted business with them before. Their availability early in the season and on short notice for this type of work makes them a preferred option for a current surveying need to determine location and thus ownership of trees adjacent to public right-of-way. Staff anticipates utilizing this surveyor again in the future for other survey jobs, making the Framework Agreement a preferred option over a one-time contract for the immediate project need.

Possible Alternatives.

Town Council could elect not to enter into an Agreement with this particular surveying services provider. This would limit staff's options and ability to complete necessary survey work for a current project.

Town Council could direct staff issue a request for bids for surveying services and select only one entity for entering into a Framework Agreement. This option would hinder staff's ability to procure appropriate services at the time of need, for example if the single vendor is already booked for the season when another small survey is needed to complete a project in progress.

Comprehensive Plan & Priority Alignment.

Vendors that provide services Public Works help the Town maintain its role in Quality of Life: Common Value 3, Chapter 8. Quality Community Service Provision.

Fiscal Impact.

The surveys conducted throughout the term of this Agreement will typically utilize funds from the Engineering Professional Services line item, which is included in each fiscal year budget request. Staff anticipates spending a total of approximately \$5,000 in FY23 under this Agreement, which is sufficiently funded in the current FY23 Amended Budget. Some surveys conducted under this Agreement may utilize Water or Sewer Enterprise Funds, depending on the nature and needs of each project issued for survey work.

Staff Impact.

Staff from Public Works Department Administration, Engineering, and Street Divisions and the Legal and Finance Departments have spent approximately 25 hours collectively on this item. If this item is approved by Council, staff anticipates that completion of each survey project under the Agreement will require approximately 2 hours of work by the Public Works Department to administer.

Attachments or Links.

Framework Agreement for Professional Surveying Services

Suggested Motion.

I move to approve the Framework Agreement for Professional Surveying Services between the Town and Enclosure Surveying and authorize the mayor to execute the agreement, subject to minor changes by staff.

FRAMEWORK AGREEMENT FOR PROFESSIONAL SURVEYING SERVICES

This Framework Agreement for Professional Services ("*Agreement*") sets forth the terms and conditions of services to be provided by Enclosure Surveying, whose address is 1305 West Hoyt Lane, Jackson, WY 83001 ("*Consultant*") to the Town of Jackson, whose address is P.O. Box 1687, Jackson, Wyoming 83001 ("*Town*").

1. Overview of Agreement.

- A. This Agreement provides the terms and conditions on which Consultant will provide the professional, technical, and consulting services described in this Agreement and the project agreements to the Town ("*Services*").
- B. Consultant will perform the Services through individual project agreements which will be authorized by the issuance of a project agreement in substantially the form attached as Exhibit A and signed by an authorized representative of both Parties ("*Project Agreement*").

2. Professional Services.

- A. Each Project Agreement executed under this Agreement will be a part of this Agreement as if fully included within its body. In the event of any conflict between the body of this Agreement and any Project Agreement, the terms and conditions of this Agreement shall prevail and govern.
- B. Unless otherwise agreed by the Parties, each Project Agreement will include: (i) a description of the Services to be performed by the Consultant thereunder; (ii) Town's responsibilities relating to the Consultant's performance of the Services thereunder; (iii) a list of significant tasks to be completed, including, without limitation, applicable commencement and completion dates or expected project duration; (iv) a listing of any materials and other items that Consultant will deliver to the Town hereunder ("*Work Product*"), including, without limitation, any applicable delivery dates and any specifications, templates and/or formats to which the Work Product is required to materially conform; (v) a listing of any data or other information to be submitted by the Town to the Consultant, including any applicable submission dates and any instructions, specifications, templates and/or formats governing the submission of such data or other information; (vi) method of compensation to the Consultant (e.g., time and materials, fixed price, or otherwise) and other appropriate pricing terms; and (vii) any other information or provisions the Parties agree to include.
- C. The Consultant agrees to supply and deliver the Work Product and perform the Services specified in the Project Agreement(s) in a professional manner and in accordance with this Agreement and the Project Agreement(s). Notwithstanding the foregoing, the Town acknowledges that Consultant's ability to perform will require the Town to timely perform certain tasks and provide certain tangible and intangible items. The Town hereby agrees to perform its obligations hereunder, and the Parties acknowledge that the Town's failure to perform such obligations may adversely affect the Consultant's ability to meet its performance obligations under the conditions contemplated by the Project Agreement. The Parties hereby agree to negotiate in good faith to arrive at an equitable adjustment to the fees payable under a Project Agreement and the terms of this Agreement to compensate the Consultant for such additional effort and costs directly caused by the Town's delay. In addition, Consultant shall not be deemed to be in default under this Agreement for any delays or failure to meet its obligations if based on the Town's actions, omissions or failure to meet its performance requirements.
- D. Either Party may propose changes to the scope of Services provided by the Consultant under any particular Project Agreement. Proposed changes shall be effected through written change orders

which shall constitute amendments to this Agreement and the applicable Project Agreement ("*Change Orders*").

3. Termination and Remedies.

- A. This Agreement and/or any Project Agreement(s) issued under it may be terminated for any reason by either Party upon thirty (30) days written notice to the other Party or by either Party by written notice to the other Party in the event such other Party materially breaches any of its material obligations as set forth in this Agreement and/or any Project Agreement(s) issued under it and fails to cure such breach within thirty (30) days after written notice thereof from such notifying Party.
- B. Should this Agreement and/or any Project Agreement be terminated under this Section, the Town and Consultant shall make good faith efforts to reach mutual agreement on the Services necessary to close out such Project Agreement. If the Town plans to continue the Project specified in the Project Agreement, Consultant shall assist in smoothly transferring the conduct of the Project to the Town or its designate.
- C. If this Agreement or any Project Agreements(s) issued thereunder are terminated by the Town pursuant to this Section, the Town will be entitled to retain the Work Product only to the extent paid for by the Town.
- D. In the event of termination of this Agreement and/or any Project Agreement(s) issued under it pursuant to this Section, the Town will pay Consultant for all Services performed under this Agreement (where the Agreement is terminated) or the terminated Project Agreement(s) (inclusive of Work Product provided thereunder), through the effective date of termination.

4. Compensation and Payment Terms.

- A. Consultant shall be paid for the Services as set forth in the applicable Project Agreement.
- B. All invoices shall be due upon receipt by the Town. Any payment that is not paid within forty-five (45) days of its due date will accrue interest at a rate of 1.5% per month from the due date until paid.
- C. If the Town disputes any invoice, or any charge or amount on any invoice or any charge for Services, and such dispute cannot be resolved promptly through good faith discussions between the Parties, the Town will pay the amounts due under the applicable Project Agreement, less the disputed amount, provided that the Town and Consultant will diligently proceed to work together to resolve any disputed amount.

5. Independent Contractor Status. It is understood and agreed that Consultant will provide the Professional Services as an independent contractor and that during the performance of the Professional Services, Consultant (and any employees thereof) will not be considered employees, partners, agents, or joint venture partners 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 Consultant (nor any employees thereof) shall be entitled to any benefits that may be afforded from time to time to Town employees, including without limitation, vacation, holidays, sick leave, retirement benefits, health or disability benefits, worker's compensation, unemployment insurance, and any other employment benefits of any kind. Further, the Town shall not be responsible for any such withholding or paying of taxes or social security.

6. Place of Performance. The Consultant shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or administrative support by the Town. Consultant shall supply at its

own expense, all materials, supplies, equipment, and tools required to accomplish the Professional Services that is agreed to be performed in accordance with this Agreement.

7. Notice. Any notice required or authorized to be given hereunder shall be deemed to have been given three (3) business days after deposit in the United States mail, certified, postage pre-paid, at the addresses above.

8. General Provisions.

- A. Entire Agreement; Amendment. The parties agree that this Agreement reflects the entire agreement between the parties as to the subject matter hereof, and no prior or separate understandings or agreements between the parties are merged into this Agreement. No amendment of this MOU shall be effective unless in writing and signed by both parties.
- B. Waiver. 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.
- C. Governing Law, Jurisdiction, Construction. 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.
- D. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the Parties may re-negotiate the terms affected by the severance.
- E. Governmental Immunity. The Town does not waive its respective 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.
- F. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The Parties to this Agreement intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this Agreement.
- G. Counterparts; Electronic Signatures. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT,

Mark Fellermann, PLS

Enclosure Surveying

TOWN OF JACKSON,

A municipal corporation

of the State of Wyoming

By: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

Exhibit A

Framework Services Agreement Project Agreement Form

This Project Agreement Number ____, together with the attached Framework Services Agreement between Enclosure Surveying ("*Consultant*") and the Town of Jackson ("*Town*") ("*Agreement*"), contain the full and complete understanding of the Parties and supersede all prior agreements and understandings between the Parties with respect to the entire subject matter of this Project Agreement. Only a written instrument signed by an authorized representative of each Party may amend this Project Agreement.

All capitalized terms not defined herein will have the meanings given them in the Agreement.

1. Term.
2. Services to be Performed. Consultant will perform the tasks and responsibilities described below:
3. Work Product and Schedule of Performance.
4. Compensation.
Method: [*check one*]
 - ☐ Time and Materials Basis:
 - ☐ Rates for professional fees shall be as set forth below. [*may be attachment or set forth here*]
 - ☐ Fixed Price Basis. Fixed Price, as follows:
 - ☐ Other Basis. [*Specify method of compensation.*]
5. Additional Resources and Responsibilities of Consultant. [*may be "not applicable"*]
6. Additional Resources and Responsibilities of the Town; Other Assumptions. [*may be "not applicable"*]
7. Other Provisions. [*may be "not applicable"*]

The terms of this Project Agreement are agreed to by.

CONSULTANT,

TOWN OF JACKSON,

By: _____, _____

By: _____, Director Public Works

STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Regular - Consent
Submitting Department:	Public Works	Presenter:	Johnny Ziem
Agenda Item:	Revocable License Agreements for the Summit Connector Chair Placemaking Project	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to seek approval of four Revocable License for Chairlift Seating Agreements for the installation of refurbished chairlifts for the Summit Connector Chair Placemaking Project.

Requested Action.

The requested action for this item is to approve four Revocable License for Chairlift Seating Agreements for the installation of refurbished chairlifts for the Summit Connector Chair Placemaking Project.

Recommendations.

Staff recommend approval of the four Revocable License for Chairlift Seating Agreements.

Background.

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

The project consists of the installation of refurbished and repainted Snow King chairlifts chairs that will be located at various places along the Cache Street corridor. Each chair will come with a plaque that will recognize businesses who have sponsored the project and will further include a historical image and narrative telling different stories about the history of Snow King Mountain and the history of skiing in Wyoming.

The last time the Council discussed this item was on the April 18, 2022, Regular Council meeting. That presentation was related to a request to use Public Art capital funds to assist in the design, construction, and installation of the Summit Connector Chair Placemaking Project. The outcome of that presentation resulted in Council approval of Public Art FY22 capital funds in the amount of \$45,000 towards the project.

Analysis & Key Policy Questions.

All refurbished Snow King chairlift chairs for the Summit Connector Chair Placemaking Project that will be installed on Town property will require a Revocable License Chairlift Seating Agreement. The Revocable License Chairlift Seating Agreements will be applied to the following Town-owned properties:

- Town Square
- Phil Baux Park
- Home Ranch
- Center for the Arts (Town and County owned)

For the Agreements relating to the Town Square, Phil Baux Park, and Home Ranch, each agreement will be between the Town of Jackson and Jackson Hole Public Art (JHPA - Licensee). For the Agreement related to the Center for the Arts, the agreement will be between the Town of Jackson, Teton County, and JHPA (Licensee), and will be consented to by the Center for the Arts (lessee of the property). The term of each Agreement will take effect on the effective date and will expire on December 31, 2038. JHPA shall be responsible for construction and installation, including all future maintenance and repair. The Town (and Teton County for the Center for the Arts) shall be responsible for daily upkeep of the grounds (landscaping) around each chairlift, including snow removal from the licensed area.

Possible Alternatives.

Possible alternatives for this item include:

1. Not approving the Revocable License for Chairlift Seating Agreements for the Summit Connector Chair Placemaking Project.
2. Other.

Comprehensive Plan & Priority Alignment.

- Common Value 2 – Growth Management
 - Chapter 4 – Town as the Heart of the Region
 - Policy 4.2.c: Create vibrant walkable mixed use Subareas
 - Policy 4.4.a: Maintain and improve public spaces
 - Policy 4.5.a: Identify and preserve historically significant structures and sites
 - Policy 4.5.c: Enhance historic preservation education, outreach, and awareness

Fiscal Impact.

Fiscal impact for this item includes \$45,000 of Public Art FY22 capital funds previously approved by Council to support the design, construction, and installation of the Summit Connector Chair Placemaking Project.

Staff Impact.

Staff impact for this item included roughly 20 hours for Legal work and review of the agreements and roughly 25 hours for Public Works assisting in design review, placement, and construction management.

Attachments or Links.

- Revocable License for Chairlift Seating Agreement – Center for the Arts
- Revocable License for Chairlift Seating Agreement – Town Square
- Revocable License for Chairlift Seating Agreement – Phil Baux Park
- Revocable License for Chairlift Seating Agreement – Home Ranch

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

I move to approve the Revocable License for Chairlift Seating Agreements for the following locations: the Center for the Arts, Town Square, Phil Baux Park, and Home Ranch, subject to any minor staff modifications, and authorize the Mayor to execute all necessary agreements.

REVOCABLE LICENSE FOR CHAIRLIFT SEATING

This Revocable License for Chairlift Seating ("**Agreement**") is made and entered into on this ____ day of _____, 2023 (the "**Effective Date**"), by and between the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, and its successors and assigns, having a mailing address of P.O. Box 1687, Jackson, Wyoming 83001, Teton County, Wyoming, a duly organized county within the State of Wyoming, and its successors and assigns, having a mailing address of P.O. Box 1727, Jackson , Wyoming 83001 (the Town of Jackson and Teton County collectively the "**Licensor**"), the Community Center for the Arts, a Wyoming nonprofit public benefit corporation, having a mailing address of P.O. Box 860, Jackson, Wyoming 83001 ("**CfA**"), and Jackson Hole Public Art, a Wyoming 501C(3) corporation, and its successors and assigns, with a mailing address of P.O. Box 4413, Jackson, Wyoming 83001 ("**Licensee**").

RECITALS

WHEREAS, Licensor is the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: 265 South Cache Street Jackson, Wyoming 83001
Legal Description: PT. NE1/4NE1/4 SEC. 33, TWP. 41, RNG. 116
PIDN: 22-41-16-33-1-00-023
("**Licensor's Property**");

WHEREAS, CfA is in possession of Licensor's Property pursuant to the terms of a Restated Lease Agreement dated June 15, 2016, by and between Teton County, Town of Jackson, and Community Center for the Arts (the "**CfA Lease**").

WHEREAS, the Town of Jackson is a municipal corporation that supports the incorporation of public artwork in the Town of Jackson as it promotes a sense of community, and improves the quality of life for persons living, working, and visiting the Town of Jackson;

WHEREAS, the Teton County is a duly organized county within the State of Wyoming that supports the incorporation of public artwork in Teton County as it promotes a sense of community, and improves the quality of life for persons living, working, and visiting Teton County;

WHEREAS, Licensee is a non-profit organization that places artwork projects in public spaces, and desires to install an artwork project comprised of restored Snow King Mountain chairlift chairs in the form of a bench or swing ("**Chairlift Seating**") on Licensor's property; and

WHEREAS, Licensor desires to grant a license to and for the benefit of Licensee and the public for the installation, maintenance, and use of the chairlift seating artwork project on that portion of Licensor's Property described and shown on Exhibit A, attached hereto and made a part hereof by this reference (the "**License Area**").

NOW, THEREFORE, for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor, Licensee, and CfA agree as follows:

- Grant of License. Licensor hereby grants to Licensee a revocable license during the Term (as defined below) to use and occupy the License Area for installing, constructing, inspecting, repairing, maintaining, removing, replacing, and reinstalling the Chairlift Seating ("**License Purpose**"). Licensee, its agents, employees, and contractors shall have the right of ingress and egress to and from the License Area across the Licensor's Property for the License Purpose. In the event Licensee fails to construct and install the Chairlift Seating within 18 months of the Effective date, this Agreement shall automatically terminate.
- Term of Agreement. This Agreement shall take effect on the Effective Date and shall expire on December 31, 2038 ("**Term**"), unless an extension is agreed to in writing by both parties.
- Limitations on Licensee Use. Licensee shall exercise its rights granted herein with due regard to the rights of others and shall not use the License Area in a way that would impair the rights of Licensor or others. Licensee's activities authorized by this Agreement will be undertaken in a fashion so as not to unreasonably interfere with Licensor's use of Licensor's Property.

4. Cost; Maintenance. Licensee shall exclusively be responsible at its sole expense for installing, constructing, inspecting, repairing, maintaining, removing, replacing, and reinstalling the Chairlift Seating. Licensor shall be responsible for daily upkeep for the grounds around the Chairlift Seating (landscaping), to include snow removal from the License Area.

Licensee shall give Licensor and CfA at least 14 calendar days' advance written notice of its intent to exercise its privilege under this Agreement for any planned installation, construction, inspection, repair, maintenance, removal, replacement, and reinstallation work regarding the Chairlift Seating. Notwithstanding the foregoing, no such notice shall be required for emergency or unplanned work; however, Licensee shall use reasonable efforts to notify Licensor and CfA of its intent to exercise its right under this Agreement for such emergency or unplanned work.

5. Revocable License; Removal. At any time during the Term, upon 90 days' prior written notice given by Licensor to Licensee, or at the expiration of the Term, whichever is sooner, Licensee shall remove the Chairlift Seating and all of its other materials and equipment from the License Area and the license granted hereunder shall be deemed revoked. Upon removal of the Chairlift Seating, the License Area shall be restored in accordance with paragraph 6.
6. Restoration. Licensee covenants and warrants that within 30 days of completion of any of Licensee's work on the License Area, including removal of the Chairlift Seating, Licensee shall, at Licensee's sole cost and expense, restore the surface of the License Area disturbed by Licensee's work to the condition it was in immediately prior to the commencement of its work by Licensee.
7. Ownership. Licensee is the owner of the Chairlift Seating, and shall retain such ownership rights for the duration of the Term. At the end of the Term, the parties shall come to an agreement on the disposition and final ownership of the Chairlift Seating.
8. Compliance with Laws, Rules, and Regulations. Licensee shall comply with and require its employees, agents, and contractors to comply with all applicable laws, ordinance, and regulations, including but not limited to all applicable regulatory, environmental, and safety requirements in its use of the License Area during the Term at Licensee's sole cost and expense.
9. Consent of CfA. As the party possessing the License Area pursuant to the CfA Lease, CfA consents to the license granted hereunder and the placement of the Chairlift Seating on the License Area and further verifies that, pursuant to Section V, Uses, of the CfA Lease, the Chairlift Seating is permissible as artistic content under the terms of the CfA Lease.
10. Indemnification. Licensee agrees to indemnify, defend and hold harmless Licensor, CfA, their respective officials, directors, officers, employees, agents successors and assigns ("*Indemnified Parties*") from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, costs and expenses, including reasonable attorneys' fees in connection with loss of life, personal injury, and/or damage to property (collectively, "*Losses*"), arising out of or attributable to use of the License Area by Licensee and its employees, agents, contractors, licensees, and invitees (including all users of the Chairlift Seating) during the Term, unless such Losses are caused solely by the willful misconduct or gross negligence of Licensor, CfA or their employees or agents. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Licensor in relation to such claims under Wyoming law.
11. Notices. All notices or other communications to be given to the parties to this Agreement shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, to the addresses noted above, or at such other address as one party notifies the other in writing pursuant to this Section. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.
12. Successors and Assigns. This Agreement binds and shall inure to the benefit of the parties and their heirs, assigns, and successors in interest.
13. 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.

14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein
15. 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 modified or amended, in whole or in part, unless agreed to in writing by the parties hereto.
16. Enforcement; Remedies. Licensor and Licensee shall be entitled to enforce this Agreement by specific performance, injunction, or by bringing an action for damages. The prevailing party in an action brought under this Agreement shall be entitled to recover from the other party, as the case may be, reasonable attorneys' fees and costs, in addition to all other relief provided by law or in equity.
17. Immunity. Licensor does not waive its 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.
18. Counterparts; Digital Signatures. 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 facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.
19. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK]

LICENSEE:

Jackson Hole Public Art,
a Wyoming 501C (3) corporation

By: _____
Jackson Hole Public Art

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

This foregoing instrument was acknowledged before me on _____, 2023 by
_____, in their capacity as _____ of Jackson Hole Public Art, who is personally known
to me or has established their identity and authority to me by reasonable proof.

Notary Public
My commission expires: _____

LICENSOR:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Riley Taylor
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This foregoing instrument was acknowledged before me by Haley Morton Levinson and Riley Taylor, as the Mayor and Town Clerk of the Town of Jackson, respectively, who are each personally known to me or have each established their identity and authority to me by reasonable proof, this _____ day of _____, 2023.

Notary Public
My commission expires: _____

LICENSOR:

TETON COUNTY

Luther Propst, Chair
Teton County Board of County Commissioners

ATTEST:

Maureen E. Murphy
Teton County Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This foregoing instrument was acknowledged before me by Luther Propst and Maureen E. Murphy, as the Chair and County Clerk, respectively, who are each personally known to me or have each established their identity and authority to me by reasonable proof, this _____ day of _____, 2023.

Notary Public
My commission expires: _____

CfA

Community Center for the Arts,
a Wyoming nonprofit public benefit corporation

By: _____
Marty Camino, Executive Director

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This foregoing instrument was acknowledged before me by Marty Camino as the Executive Director of the Community Center for the Arts, who is personally known to me or has established his identity and authority to me by reasonable proof, this _____ day of _____, 2023.

Notary Public
My commission expires: _____

EXHIBIT A

EXHIBIT A

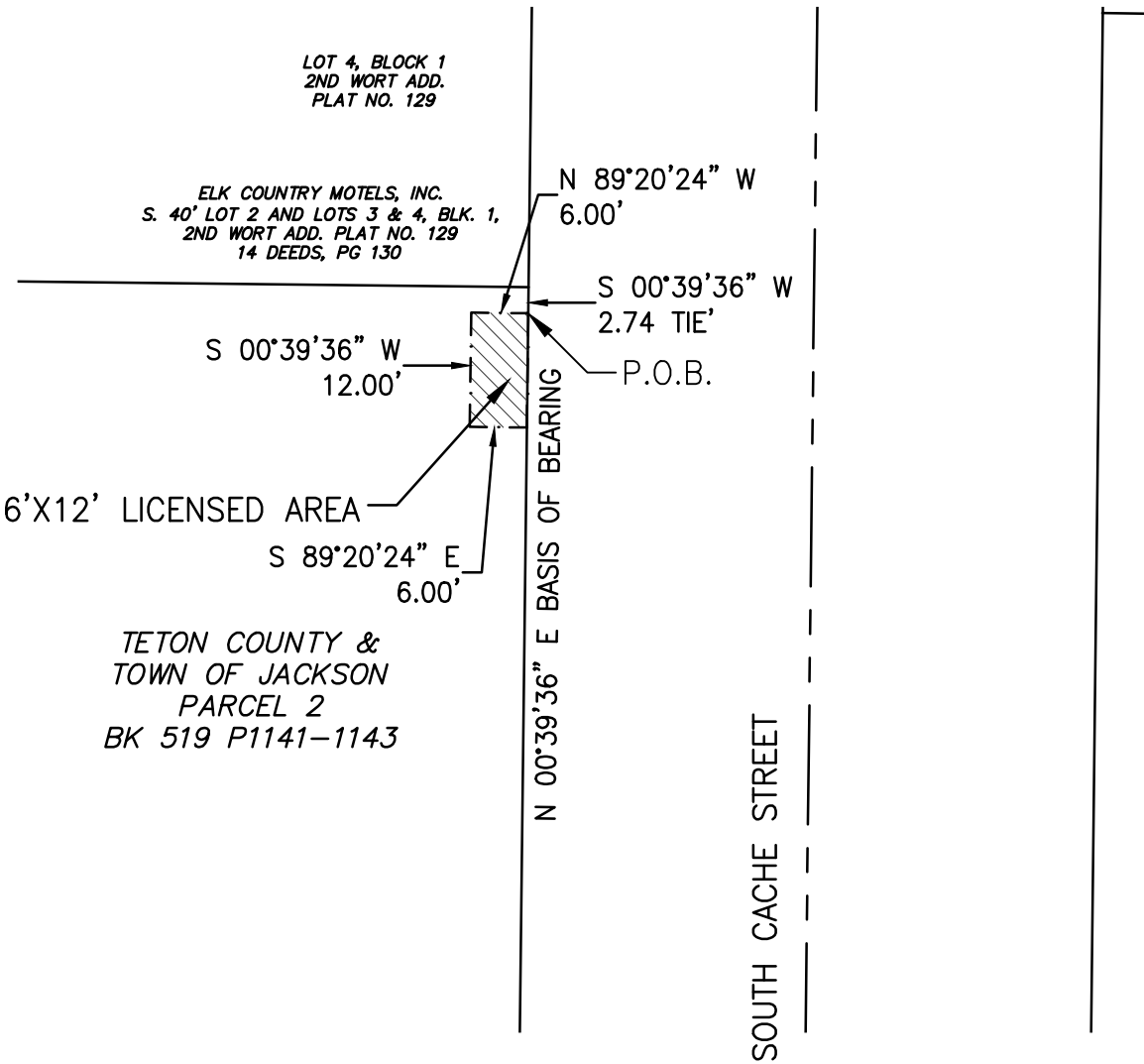
A 6 foot by 12 foot wide Licensed Area located within the NE 1/4 NE 1/4, Section 33, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, said Licensed Area being located within Parcel 2 as described in Warranty Deed, Book 519, pages 1141–1143, records of the Office of the Teton County Clerk, and being described as follows:

Beginning at a point on the westerly right-of-way of South Cache Street it being S00°39'36"W, a distance of 2.74 feet from the northeast corner of Said Parcel 2;
Thence N89°20'24"W, a distance of 6 feet;
Thence S00°39'36"W, a distance of 12 feet;
Thence S89°20'24"E, a distance of 6 feet to Said westerly right-of-way;
Thence N00°39'36"E, a distance of 12 feet to the Point of Beginning.

Said Licensed Area contains 72 square feet, more or less, and is subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

The Basis of Bearing being N00°39'36"E along the westerly right-of-way line of South Cache Street.

As shown hereon and by this reference made a part hereof.



SCALE 1" = 20'

PARCEL 2 OF WD 519, PAGE 1141
LOCATED WITHIN
NE 1/4 NE 1/4,
SECTION 33, T41N, R116W,
TOWN OF JACKSON
TETON COUNTY, WYOMING

DRAWING NO	DRAWING TITLE	DATE	06/09/2022
1	SNOW KING CHAIR LICENSED AREA	ENGINEERED	
JOB NO	FROM TOWN OF JACKSON	DRAWN	SK
22-040-01	TETON COUNTY	CHECKED	DS
		APPROVED	DS

NELSON
ENGINEERING

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

EXHIBIT

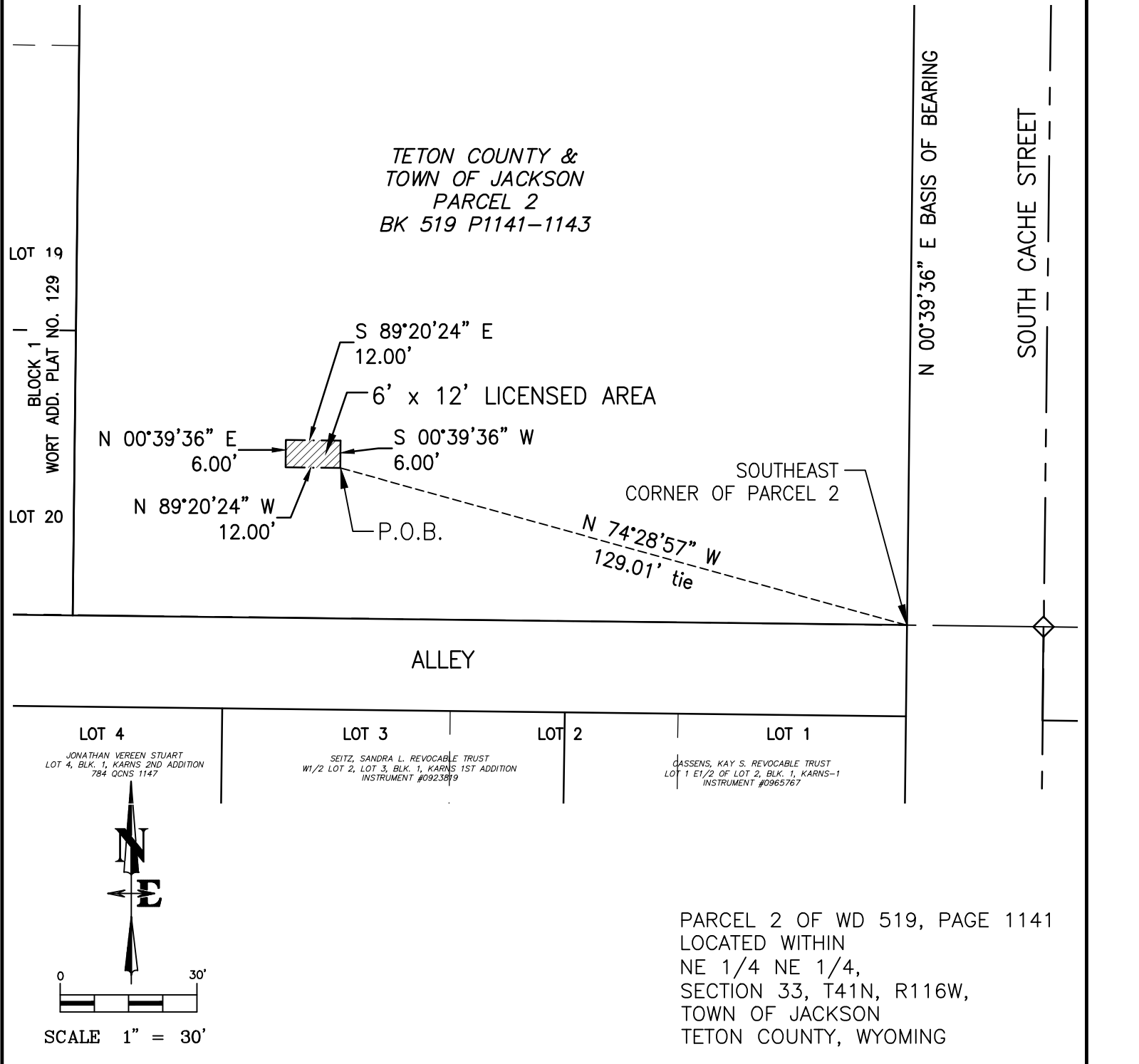
A 6 foot by 12 foot wide Licensed Area located within the NE 1/4 NE 1/4, Section 33, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, said Licensed Area being located within Parcel 2 as described in Warranty Deed, Book 519, pages 1141–1143, records of the Office of the Teton County Clerk, and being described as follows:

Beginning at a point being N74°28'57"W, a distance of 129.01 feet from the southeast corner of Said Parcel 2;
Thence N89°20'24"W, a distance of 12 feet;
Thence N00°39'36"E, a distance of 6 feet;
Thence S89°20'24"E, a distance of 12 feet;
Thence S00°39'36"W, a distance of 6 feet to the Point of Beginning.

Said Licensed Area contains 72 square feet, more or less, and is subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

The Basis of Bearing being N00°39'36"E along the westerly right-of-way line of South Cache Street.

As shown hereon and by this reference made a part hereof.



DRAWING NO 1	DRAWING TITLE SNOW KING CHAIR LICENSED AREA FROM TOWN OF JACKSON AND TETON COUNTY	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	06/09/2022
JOB NO 22-040-01			ENGINEERED	
	DRAWN		SK	
	CHECKED		DS	
	APPROVED		DS	

REVOCABLE LICENSE FOR CHAIRLIFT SEATING

This Revocable License for Chairlift Seating ("**Agreement**") is made and entered into on this ____ day of _____, 2023 (the "**Effective Date**"), by and between the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, and its successors and assigns, having a mailing address of P.O. Box 1687, Jackson, Wyoming 83001 and Jackson Hole Public Art, a Wyoming 501C(3) corporation, and its successors and assigns, with a mailing address of P.O. Box 4413, Jackson, Wyoming 83001 ("**Licensee**").

RECITALS

WHEREAS, Licensors are the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: 25 East Broadway Avenue
Legal Description: Lots 1 Thru 8 BLK 1, Clubhouse Addition (Town Square Park)
PIDN: 22-41-16-27-3-23-001
("**Licensors' Property**");

WHEREAS, the Town of Jackson is a municipal corporation that supports the incorporation of public artwork in the Town of Jackson as it promotes a sense of community, and improves the quality of life for persons living, working, and visiting the Town of Jackson;

WHEREAS, Licensee is a non-profit organization that places artwork projects in public spaces, and desires to install an artwork project comprised of restored Snow King Mountain chairlift chairs in the form of a bench or swing ("**Chairlift Seating**") on Licensors' property; and

WHEREAS, Licensors desire to grant a license to and for the benefit of Licensee and the public for the installation, maintenance, and use of the chairlift seating artwork project on that portion of Licensors' Property described and shown on Exhibit A, attached hereto and made a part hereof by this reference (the "**License Area**").

NOW, THEREFORE, for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensors and Licensee agree as follows:

- Grant of License. Licensors hereby grants to Licensee a revocable license during the Term (as defined below) to use and occupy the License Area for installing, constructing, inspecting, repairing, maintaining, removing, replacing, and reinstalling the Chairlift Seating ("**License Purpose**"). Licensee, its agents, employees, and contractors shall have the right of ingress and egress to and from the License Area across the Licensors' Property for the License Purpose. In the event Licensee fails to construct and install the Chairlift Seating within 18 months of the Effective date, this Agreement shall automatically terminate.
- Term of Agreement. This Agreement shall take effect on the Effective Date and shall expire on December 31, 2038 ("**Term**"), unless an extension is agreed to in writing by both parties.
- Limitations on Licensee Use. Licensee shall exercise its rights granted herein with due regard to the rights of others and shall not use the License Area in a way that would impair the rights of Licensors or others. Licensee's activities authorized by this Agreement will be undertaken in a fashion so as not to unreasonably interfere with Licensors' use of Licensors' Property.
- Cost; Maintenance. Licensee shall exclusively be responsible at its sole expense for installing, constructing, inspecting, repairing, maintaining, removing, replacing, and reinstalling the Chairlift Seating. Licensors shall be responsible for daily upkeep for the grounds around the Chairlift Seating (landscaping), to include snow removal from the License Area.

Licensee shall give Licensors at least 14 calendar days' advance written notice of its intent to exercise its privilege under this Agreement for any planned installation, construction, inspection, repair, maintenance, removal, replacement, and reinstallation work regarding the Chairlift Seating. Notwithstanding the foregoing, no such notice shall be required for emergency or unplanned work; however, Licensee shall use reasonable efforts to notify Licensors of its intent to exercise its right under this Agreement for such emergency or unplanned work.

- Revocable License; Removal. At any time during the Term, upon 90 days' prior written notice given by Licensors to Licensee, or at the expiration of the Term, whichever is sooner, Licensee shall remove the Chairlift Seating and all of its other materials and equipment from the License Area and the license granted hereunder shall be deemed revoked. Upon removal of the Chairlift Seating, the License Area shall be restored in accordance with paragraph 6.
- Restoration. Licensee covenants and warrants that within 30 days of completion of any of Licensee's work on the License Area, including removal of the Chairlift Seating, Licensee shall, at Licensee's sole cost and expense,

restore the surface of the License Area disturbed by Licensee's work to the condition it was in immediately prior to the commencement of its work by Licensee.

7. Ownership. Licensee is the owner of the Chairlift Seating and shall retain such ownership rights for the duration of the Term. At the end of the Term, the parties shall come to an agreement on the disposition and final ownership of the Chairlift Seating.
8. Compliance with Laws, Rules, and Regulations. Licensee shall comply with and require its employees, agents, and contractors to comply with all applicable laws, ordinance, and regulations, including but not limited to all applicable regulatory, environmental, and safety requirements in its use of the License Area during the Term at Licensee's sole cost and expense.
9. Indemnification. Licensee agrees to indemnify, defend and hold harmless Licensor, their respective officials, directors, officers, employees, agents successors and assigns ("**Indemnified Parties**") from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, costs and expenses, including reasonable attorneys' fees in connection with loss of life, personal injury, and/or damage to property (collectively, "**Losses**"), arising out of or attributable to use of the License Area by Licensee and its employees, agents, contractors, licensees, and invitees (including all users of the Chairlift Seating) during the Term, unless such Losses are caused solely by the willful misconduct or gross negligence of Licensor or their employees or agents. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Licensor in relation to such claims under Wyoming law.
10. Notices. All notices or other communications to be given to the parties to this Agreement shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, to the addresses noted above, or at such other address as one party notifies the other in writing pursuant to this Section. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.
11. Successors and Assigns. This Agreement binds and shall inure to the benefit of the parties and their heirs, assigns, and successors in interest.
12. 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.
13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein
14. 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 modified or amended, in whole or in part, unless agreed to in writing by the parties hereto.
15. Enforcement; Remedies. Licensor and Licensee shall be entitled to enforce this Agreement by specific performance, injunction, or by bringing an action for damages. The prevailing party in an action brought under this Agreement shall be entitled to recover from the other party, as the case may be, reasonable attorneys' fees and costs, in addition to all other relief provided by law or in equity.
16. Immunity. Licensor does not waive its 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.
17. Counterparts; Digital Signatures. 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 facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.
18. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

LICENSEE:

Jackson Hole Public Art,
a Wyoming 501C (3) corporation

By: _____
Jackson Hole Public Art

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

This foregoing instrument was acknowledged before me on _____, 2023 by _____, in their capacity as _____ of Jackson Hole Public Art, who is personally known to me or has established their identity and authority to me by reasonable proof.

Notary Public
My commission expires: _____

LICENSOR:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Riley Taylor
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This foregoing instrument was acknowledged before me by Haley Morton Levinson and Riley Taylor, as the Mayor and Town Clerk of the Town of Jackson, respectively, who are each personally known to me or have each established their identity and authority to me by reasonable proof, this _____ day of _____, 2023.

Notary Public
My commission expires:

EXHIBIT

Two 6 foot by 9 foot wide Licensed Areas located within the SW 1/4 SW 1/4, Section 27, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, and being located within Lots 1 and Lot 4 of Block 1, of Clubhouse Addition Plat No. 100, property as described in Warranty Deed, 5 of Deeds, page 108, records of the Office of the Teton County Clerk, and being described as follows:

Licensed Area 1
Being within Said Lot 1, beginning at a point being N20°28'36"E, a distance of 43.57 feet from the southwest corner of Said Lot 1;
Thence N00°20'14"E, a distance of 9 feet;
Thence S89°39'46"E, a distance of 6 feet;
Thence S00°20'14"W, a distance of 9 feet;
Thence N89°39'46"W, a distance of 6 feet to the Point of Beginning.

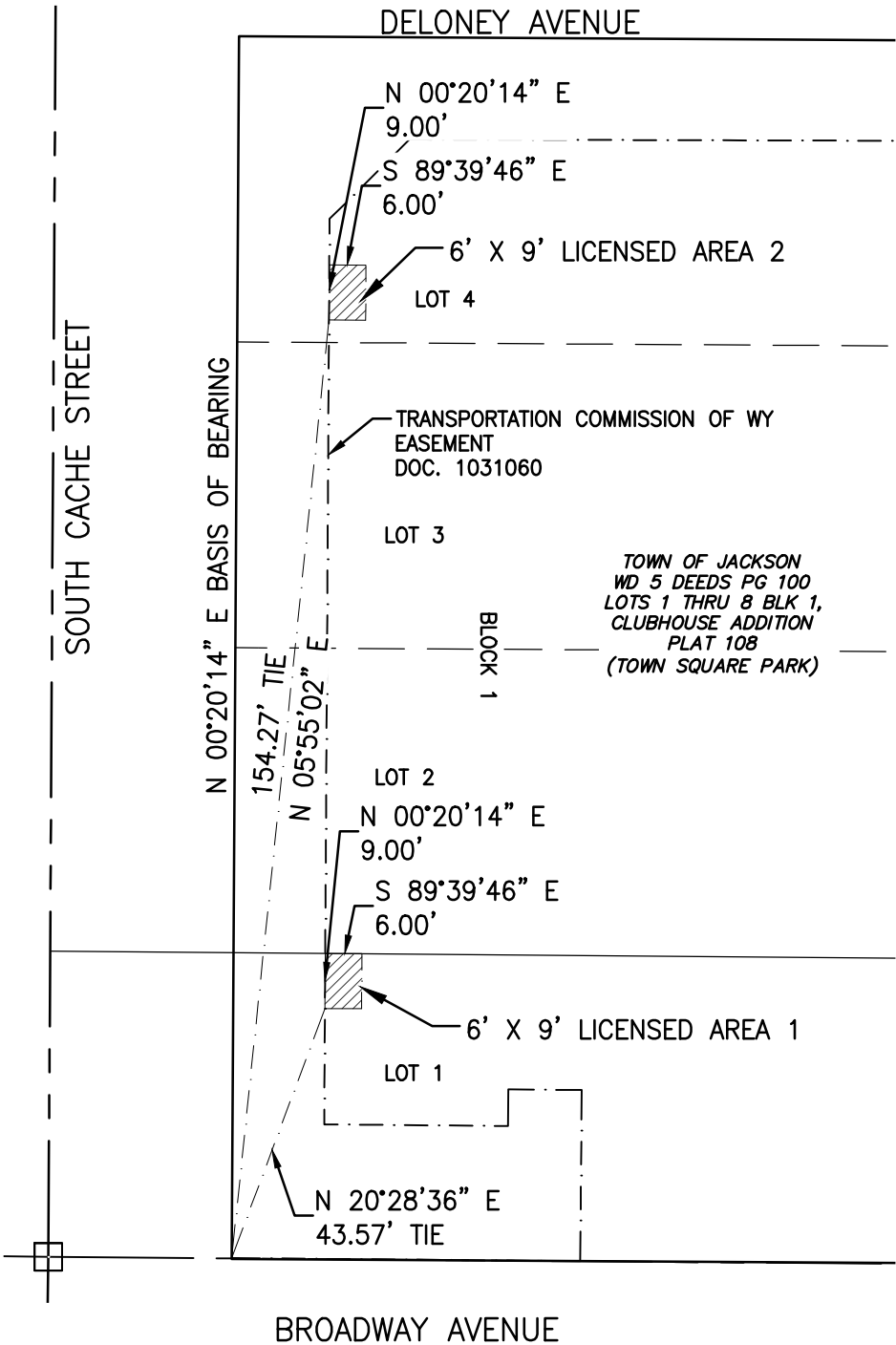
Said Licensed Area contains 54 square feet, more or less, and is subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

Licensed Area 2
Being within Said Lot 4, beginning at a point being N05°55'02"E, a distance of 154.27 feet from the southwest corner of Said Lot 1;
Thence N00°20'14"E, a distance of 9 feet;
Thence S89°39'46"E, a distance of 6 feet;
Thence S00°20'14"W, a distance of 9 feet;
Thence N89°39'46"W, a distance of 6 feet to the Point of Beginning.

Said Licensed Area contains 54 square feet, more or less, and is subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

The Basis of Bearing being N00°20'14"E along the easterly right-of-way line of South Cache Street.

As shown hereon and by this reference made a part hereof.



LOT 1 AND LOT 4, BLOCK 1
CLUB HOUSE ADDITION
PLAT NO. 108
LOCATED WITHIN
SW 1/4 SW 1/4,
SECTION 27, T41N, R116W,
TOWN OF JACKSON
TETON COUNTY, WYOMING

DRAWING NO 1	DRAWING TITLE SNOW KING CHAIR LICENSED AREAS	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE 02/23/2022
JOB NO 22-040-01	TOWN OF JACKSON		ENGINEERED
	TOWN SQUARE		DRAWN SK
			CHECKED DS
			APPROVED DS

REVOCABLE LICENSE FOR CHAIRLIFT SEATING

This Revocable License for Chairlift Seating ("**Agreement**") is made and entered into on this ____ day of _____, 2023 (the "**Effective Date**"), by and between the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, and its successors and assigns, having a mailing address of P.O. Box 1687, Jackson, Wyoming 83001 and Jackson Hole Public Art, a Wyoming 501C(3) corporation, and its successors and assigns, with a mailing address of P.O. Box 4413, Jackson, Wyoming 83001 ("**Licensee**").

RECITALS

WHEREAS, Licensors are the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: 100 East Snow King Avenue
Legal Description: Meadowland Addition (Phil Baux Park)
PIDN: 22-41-16-34-2-47-001
("**Licensors' Property**");

WHEREAS, the Town of Jackson is a municipal corporation that supports the incorporation of public artwork in the Town of Jackson as it promotes a sense of community, and improves the quality of life for persons living, working, and visiting the Town of Jackson;

WHEREAS, Licensee is a non-profit organization that places artwork projects in public spaces, and desires to install an artwork project comprised of restored Snow King Mountain chairlift chairs in the form of a bench or swing ("**Chairlift Seating**") on Licensors' property; and

WHEREAS, Licensors desire to grant a license to and for the benefit of Licensee and the public for the installation, maintenance, and use of the chairlift seating artwork project on that portion of Licensors' Property described and shown on Exhibit A, attached hereto and made a part hereof by this reference (the "**License Area**").

NOW, THEREFORE, for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensors and Licensee agree as follows:

- Grant of License. Licensors hereby grants to Licensee a revocable license during the Term (as defined below) to use and occupy the License Area for installing, constructing, inspecting, repairing, maintaining, removing, replacing, and reinstalling the Chairlift Seating ("**License Purpose**"). Licensee, its agents, employees, and contractors shall have the right of ingress and egress to and from the License Area across the Licensors' Property for the License Purpose. In the event Licensee fails to construct and install the Chairlift Seating within 18 months of the Effective date, this Agreement shall automatically terminate.
- Term of Agreement. This Agreement shall take effect on the Effective Date and shall expire on December 31, 2038 ("**Term**"), unless an extension is agreed to in writing by both parties.
- Limitations on Licensee Use. Licensee shall exercise its rights granted herein with due regard to the rights of others and shall not use the License Area in a way that would impair the rights of Licensors or others. Licensee's activities authorized by this Agreement will be undertaken in a fashion so as not to unreasonably interfere with Licensors' use of Licensors' Property.
- Cost; Maintenance. Licensee shall exclusively be responsible at its sole expense for installing, constructing, inspecting, repairing, maintaining, removing, replacing, and reinstalling the Chairlift Seating. Licensors shall be responsible for daily upkeep for the grounds around the Chairlift Seating (landscaping), to include snow removal from the License Area.

Licensee shall give Licensors at least 14 calendar days' advance written notice of its intent to exercise its privilege under this Agreement for any planned installation, construction, inspection, repair, maintenance, removal, replacement, and reinstallation work regarding the Chairlift Seating. Notwithstanding the foregoing, no such notice shall be required for emergency or unplanned work; however, Licensee shall use reasonable efforts to notify Licensors of its intent to exercise its right under this Agreement for such emergency or unplanned work.

- Revocable License; Removal. At any time during the Term, upon 90 days' prior written notice given by Licensors to Licensee, or at the expiration of the Term, whichever is sooner, Licensee shall remove the Chairlift Seating and all of its other materials and equipment from the License Area and the license granted hereunder shall be deemed revoked. Upon removal of the Chairlift Seating, the License Area shall be restored in accordance with paragraph 6.
- Restoration. Licensee covenants and warrants that within 30 days of completion of any of Licensee's work on the License Area, including removal of the Chairlift Seating, Licensee shall, at Licensee's sole cost and expense,

restore the surface of the License Area disturbed by Licensee's work to the condition it was in immediately prior to the commencement of its work by Licensee.

7. Ownership. Licensee is the owner of the Chairlift Seating and shall retain such ownership rights for the duration of the Term. At the end of the Term, the parties shall come to an agreement on the disposition and final ownership of the Chairlift Seating.
8. Compliance with Laws, Rules, and Regulations. Licensee shall comply with and require its employees, agents, and contractors to comply with all applicable laws, ordinance, and regulations, including but not limited to all applicable regulatory, environmental, and safety requirements in its use of the License Area during the Term at Licensee's sole cost and expense.
9. Indemnification. Licensee agrees to indemnify, defend and hold harmless Licensor, their respective officials, directors, officers, employees, agents successors and assigns ("*Indemnified Parties*") from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, costs and expenses, including reasonable attorneys' fees in connection with loss of life, personal injury, and/or damage to property (collectively, "*Losses*"), arising out of or attributable to use of the License Area by Licensee and its employees, agents, contractors, licensees, and invitees (including all users of the Chairlift Seating) during the Term, unless such Losses are caused solely by the willful misconduct or gross negligence of Licensor or their employees or agents. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Licensor in relation to such claims under Wyoming law.
10. Notices. All notices or other communications to be given to the parties to this Agreement shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, to the addresses noted above, or at such other address as one party notifies the other in writing pursuant to this Section. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.
11. Successors and Assigns. This Agreement binds and shall inure to the benefit of the parties and their heirs, assigns, and successors in interest.
12. 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.
13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein
14. 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 modified or amended, in whole or in part, unless agreed to in writing by the parties hereto.
15. Enforcement; Remedies. Licensor and Licensee shall be entitled to enforce this Agreement by specific performance, injunction, or by bringing an action for damages. The prevailing party in an action brought under this Agreement shall be entitled to recover from the other party, as the case may be, reasonable attorneys' fees and costs, in addition to all other relief provided by law or in equity.
16. Immunity. Licensor does not waive its 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.
17. Counterparts; Digital Signatures. 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 facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.
18. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

Jackson Hole Public Art,
a Wyoming 501C (3) corporation

EXHIBIT A

Four 6 foot by 12 foot wide Licensed Areas located within the NW 1/4 SW 1/4, Section 34, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, said Licensed Areas being located within those lands described in Warranty Deed, 5 of Deeds, pages 565, records of the Office of the Teton County Clerk, and being described as follows:

Licensed Area 1

Beginning at a point being N11°21'26"E, a distance of 228.55 feet from the south quarter corner of Said Section 34;
Thence S89°34'31"E, a distance of 12 feet;
Thence S00°25'29"W, a distance of 6 feet;
Thence N89°34'31"W, a distance of 12 feet;
Thence N00°25'29"E, a distance of 6 feet to the Point of Beginning.

Licensed Area 2

Beginning at a point being N09°20'41"E, a distance of 295.16 feet from the south quarter corner of Said Section 34;
Thence S89°34'31"E, a distance of 12 feet;
Thence S00°25'29"W, a distance of 6 feet;
Thence N89°34'31"W, a distance of 12 feet;
Thence N00°25'29"E, a distance of 6 feet to the Point of Beginning.

Licensed Area 3

Beginning at a point on the southerly right-of-way line of Snow King Avenue, being N27°04'46"E, a distance of 384.83 feet from the south quarter corner of Said Section 34;
Thence S89°34'31"E along said right-of-way, a distance of 6 feet;
Thence S00°25'29"W, a distance of 12 feet;
Thence N89°34'31"W, a distance of 6 feet;
Thence N00°25'29"E, a distance of 12 feet to the Point of Beginning.

Licensed Area 4

Beginning at a point on the southerly right-of-way line of Snow King Avenue, being N38°30'17"E, a distance of 436.94 feet from the south quarter corner of Said Section 34;
Thence S89°34'31"E along said right-of-way, a distance of 6 feet;
Thence S00°25'29"W, a distance of 12 feet;
Thence N89°34'31"W, a distance of 6 feet;
Thence N00°25'29"E, a distance of 12 feet to the Point of Beginning.

Said Licensed Areas each containing 72 square feet, more or less, and are subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

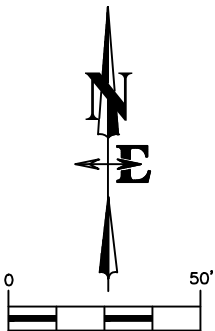
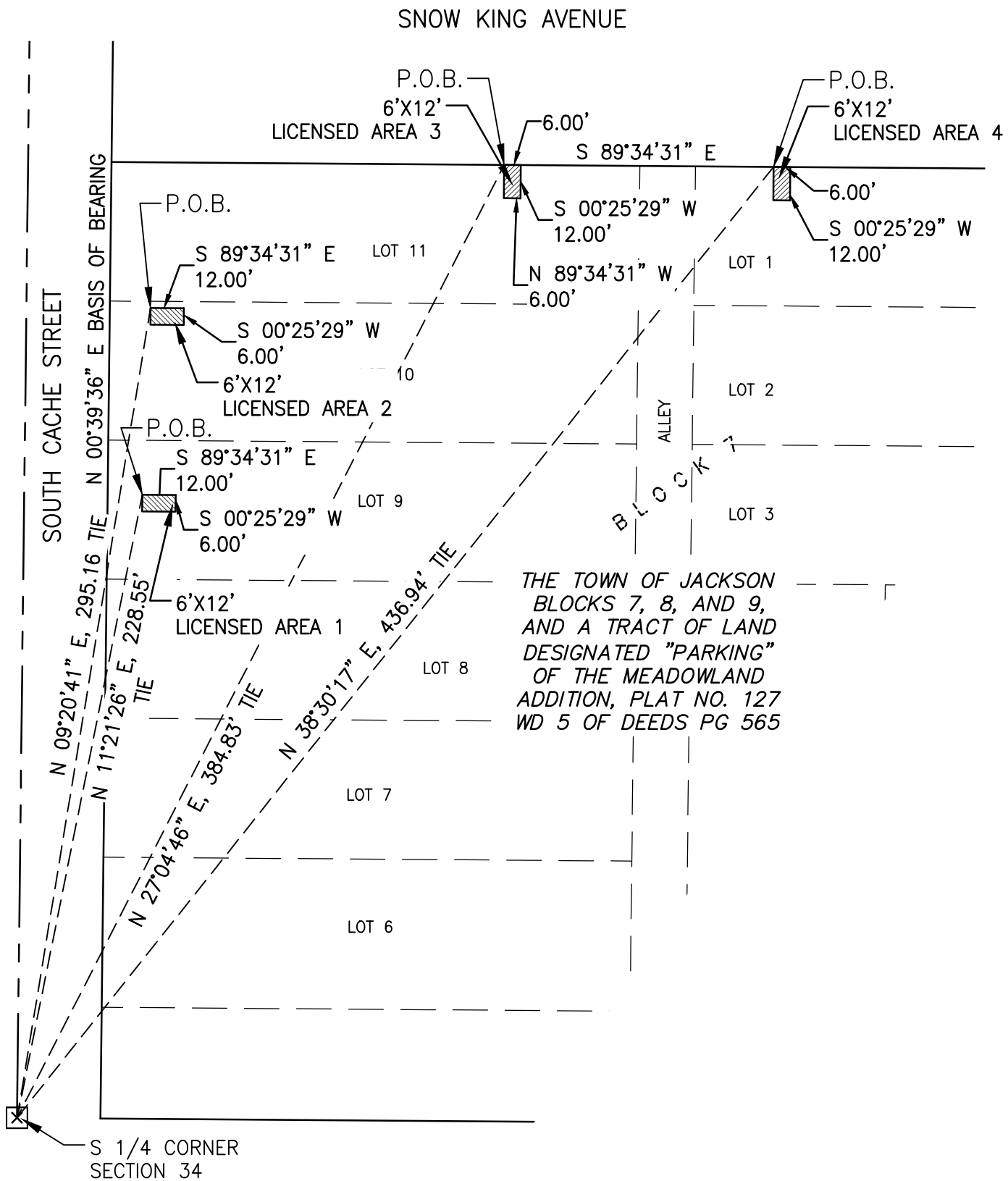
The Basis of Bearing for these Licensed Areas being N00°39'36"E along the easterly right-of-way line of South Cache Street.

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

BEING WITHIN LOT 1, 9, 10 AND 11 OF BLOCK 7
OF MEADOWLAND ADDITION, PLAT NO. 127,
WD 5 DEEDS, PAGE 565
LOCATED WITHIN
NW 1/4 SW 1/4,
SECTION 34, T41N, R116W,
TOWN OF JACKSON
TETON COUNTY, WYOMING

DRAWING NO 1	DRAWING TITLE SNOW KING CHAIR LICENSED AREAS FROM TOWN OF JACKSON TETON COUNTY	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	06/09/2022
			ENGINEERED	
DRAWN			SK	
CHECKED			LR	
JOB NO 22-040-01			APPROVED	LR

EXHIBIT B



SCALE 1" = 100'

BEING WITHIN LOT 1, 9, 10 AND 11
OF BLOCK 7 OF MEADOWLAND
ADDITION, PLAT NO. 127,
WD 5 DEEDS, PAGE 565
LOCATED WITHIN
NW 1/4 SW 1/4,
SECTION 34, T41N, R116W,
TOWN OF JACKSON
TETON COUNTY, WYOMING

DRAWING NO 1	DRAWING TITLE SNOW KING CHAIR LICENSED AREAS FROM TOWN OF JACKSON	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE 06/21/2022
JOB NO 22-040-01			ENGINEERED
			DRAWN SK
			CHECKED LR
			APPROVED LR

REVOCABLE LICENSE FOR CHAIRLIFT SEATING

This Revocable License for Chairlift Seating ("**Agreement**") is made and entered into on this ____ day of _____, 2023 (the "**Effective Date**"), by and between the Town of Jackson, Wyoming, a municipal corporation of the State of Wyoming, and its successors and assigns, having a mailing address of P.O. Box 1687, Jackson, Wyoming 83001 and Jackson Hole Public Art, a Wyoming 501C(3) corporation, and its successors and assigns, with a mailing address of P.O. Box 4413, Jackson, Wyoming 83001 ("**Licensee**").

RECITALS

WHEREAS, Licensors are the owner of real property located in Teton County, Wyoming, and described more fully as:

Street Address: 210 North Cache Street
Legal Description: Lots 1 Thru 6 & 9 Thru 14 BLK 2 & Lots 1 Thru 6 BLK 3, W.W. Smith Plat
105 (Home Ranch Parking Lot)
PIDN: 22-41-16-27-3-22-001
("**Licensors' Property**");

WHEREAS, the Town of Jackson is a municipal corporation that supports the incorporation of public artwork in the Town of Jackson as it promotes a sense of community, and improves the quality of life for persons living, working, and visiting the Town of Jackson;

WHEREAS, Licensee is a non-profit organization that places artwork projects in public spaces, and desires to install an artwork project comprised of restored Snow King Mountain chairlift chairs in the form of a bench or swing ("**Chairlift Seating**") on Licensors' property; and

WHEREAS, Licensors desire to grant a license to and for the benefit of Licensee and the public for the installation, maintenance, and use of the chairlift seating artwork project on that portion of Licensors' Property described and shown on Exhibit A, attached hereto and made a part hereof by this reference (the "**License Area**").

NOW, THEREFORE, for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensors and Licensee agree as follows:

1. Grant of License. Licensors hereby grants to Licensee a revocable license during the Term (as defined below) to use and occupy the License Area for installing, constructing, inspecting, repairing, maintaining, removing, replacing, and reinstalling the Chairlift Seating ("**License Purpose**"). Licensee, its agents, employees, and contractors shall have the right of ingress and egress to and from the License Area across the Licensors' Property for the License Purpose. In the event Licensee fails to construct and install the Chairlift Seating within 18 months of the Effective date, this Agreement shall automatically terminate.
2. Term of Agreement. This Agreement shall take effect on the Effective Date and shall expire on December 31, 2038 ("**Term**"), unless an extension is agreed to in writing by both parties.
3. Limitations on Licensee Use. Licensee shall exercise its rights granted herein with due regard to the rights of others and shall not use the License Area in a way that would impair the rights of Licensors or others. Licensee's activities authorized by this Agreement will be undertaken in a fashion so as not to unreasonably interfere with Licensors' use of Licensors' Property.
4. Cost; Maintenance. Licensee shall exclusively be responsible at its sole expense for installing, constructing, inspecting, repairing, maintaining, removing, replacing, and reinstalling the Chairlift Seating. Licensors shall be responsible for daily upkeep for the grounds around the Chairlift Seating (landscaping), to include snow removal from the License Area.

Licensee shall give Licensors at least 14 calendar days' advance written notice of its intent to exercise its privilege under this Agreement for any planned installation, construction, inspection, repair, maintenance, removal, replacement, and reinstallation work regarding the Chairlift Seating. Notwithstanding the foregoing, no such notice shall be required for emergency or unplanned work; however, Licensee shall use reasonable efforts to notify Licensors of its intent to exercise its right under this Agreement for such emergency or unplanned work.

5. Revocable License; Removal. At any time during the Term, upon 90 days' prior written notice given by Licensors to Licensee, or at the expiration of the Term, whichever is sooner, Licensee shall remove the Chairlift Seating and all of its other materials and equipment from the License Area and the license granted hereunder shall be deemed revoked. Upon removal of the Chairlift Seating, the License Area shall be restored in accordance with paragraph 6.

6. Restoration. Licensee covenants and warrants that within 30 days of completion of any of Licensee's work on the License Area, including removal of the Chairlift Seating, Licensee shall, at Licensee's sole cost and expense, restore the surface of the License Area disturbed by Licensee's work to the condition it was in immediately prior to the commencement of its work by Licensee.
7. Ownership. Licensee is the owner of the Chairlift Seating and shall retain such ownership rights for the duration of the Term. At the end of the Term, the parties shall come to an agreement on the disposition and final ownership of the Chairlift Seating.
8. Compliance with Laws, Rules, and Regulations. Licensee shall comply with and require its employees, agents, and contractors to comply with all applicable laws, ordinance, and regulations, including but not limited to all applicable regulatory, environmental, and safety requirements in its use of the License Area during the Term at Licensee's sole cost and expense.
9. Indemnification. Licensee agrees to indemnify, defend and hold harmless Licensor, their respective officials, directors, officers, employees, agents successors and assigns ("*Indemnified Parties*") from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, costs and expenses, including reasonable attorneys' fees in connection with loss of life, personal injury, and/or damage to property (collectively, "*Losses*"), arising out of or attributable to use of the License Area by Licensee and its employees, agents, contractors, licensees, and invitees (including all users of the Chairlift Seating) during the Term, unless such Losses are caused solely by the willful misconduct or gross negligence of Licensor or their employees or agents. Nothing in this Agreement shall alter, amend, modify, or diminish the existing statutory, constitutional, or legal defenses of the Licensor in relation to such claims under Wyoming law.
10. Notices. All notices or other communications to be given to the parties to this Agreement shall be transmitted by one of the following methods: prepaid overnight courier; or by postage paid certified mail, return receipt requested, to the addresses noted above, or at such other address as one party notifies the other in writing pursuant to this Section. Notice shall be effective 1 day after being deposited with an overnight courier, or 5 business days after being placed in the mail.
11. Successors and Assigns. This Agreement binds and shall inure to the benefit of the parties and their heirs, assigns, and successors in interest.
12. 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.
13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein
14. 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 modified or amended, in whole or in part, unless agreed to in writing by the parties hereto.
15. Enforcement; Remedies. Licensor and Licensee shall be entitled to enforce this Agreement by specific performance, injunction, or by bringing an action for damages. The prevailing party in an action brought under this Agreement shall be entitled to recover from the other party, as the case may be, reasonable attorneys' fees and costs, in addition to all other relief provided by law or in equity.
16. Immunity. Licensor does not waive its 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.
17. Counterparts; Digital Signatures. 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 facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

18. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.

LICENSEE:

**Jackson Hole Public Art,
a Wyoming 501C (3) corporation**

By: _____
Jackson Hole Public Art

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

This foregoing instrument was acknowledged before me on _____, 2023 by _____, in their capacity as _____ of Jackson Hole Public Art, who is personally known to me or has established their identity and authority to me by reasonable proof.

Notary Public
My commission expires: _____

LICENSOR:

TOWN OF JACKSON

By: Hailey Morton Levinson
Its: Mayor

ATTEST:

By: Riley Taylor
Its: Town Clerk

STATE OF WYOMING)
)ss
COUNTY OF TETON)

This foregoing instrument was acknowledged before me by Haley Morton Levinson and Riley Taylor, as the Mayor and Town Clerk of the Town of Jackson, respectively, who are each personally known to me or have each established their identity and authority to me by reasonable proof, this _____ day of _____, 2023.

Notary Public
My commission expires:

EXHIBIT

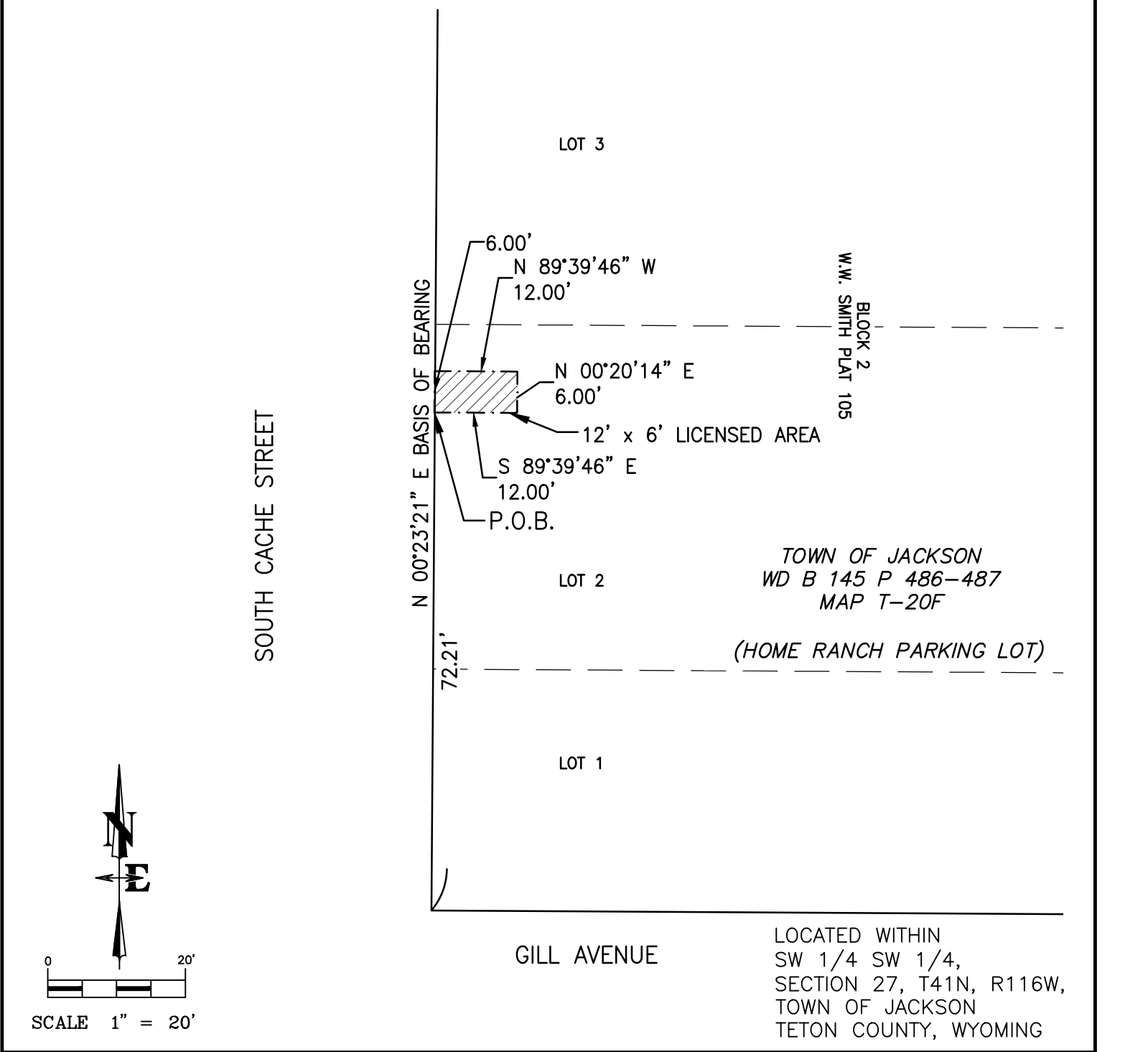
A 6 foot by 12 foot wide Licensed Area located within the SW 1/4 SW 1/4, Section 27, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, said strip being located within Lot 2 of Block 2, of W.W. Smith Plat No. 105, a lot of land as described in Warranty Deed, Book 145, pages 486–487, records of the Office of the Teton County Clerk, and being described as follows:

Beginning at a point on the easterly right-of-way of South Cache Street it being N00°20'14"E, a distance of 72.21 feet from the southwest corner of Lot 1 of Said W.W. Smith Plat;
Thence S89°39'46"E, a distance of 12 feet;
Thence N00°20'14"E, a distance of 6 feet;
Thence N89°39'46"W, a distance of 12 feet to Said easterly right-of-way;
Thence S00°20'14"W, a distance of 6 feet to the Point of Beginning.

Said Licensed Area contains 72 square feet, more or less, and is subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record.

The Basis of Bearing being N00°20'14"E along the easterly right-of-way line of South Cache Street.

As shown hereon and by this reference made a part hereof.



DRAWING NO 1	DRAWING TITLE SNOW KING CHAIR LICENSED AREA TOWN OF JACKSON HOME RANCH WELCOME CENTER	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087	DATE	02/23/2022
JOB NO 22-040-01			ENGINEERED	
			DRAWN	SK
			CHECKED	DS
			APPROVED	DS

STAFF REPORT



Meeting Date:	May 1, 2021	Meeting Title:	Regular
Submitting Department:	Information Technology	Presenter:	Zolo
Agenda Item:	Monsido Website Accessibility Platform Agreement	Public Comment:	Consent

Purpose & Policy Considerations.

The purpose of this item is for the Council to review the sales agreement between the Town and Monsido LLC. The sales agreement provides the Town with Web services from Monsido to enhance and ensure accessibility of the Town's website to people of different abilities.

Requested Action.

Staff requests Council review the attached Sales Order Form.

Recommendations.

Staff recommends Council review the attached Sales Order Form.

Background.

Since October of 2022, Monsido has provided services to the Town of Jackson by actively reviewing its published web content and structure for accessibility compliance and best practices. This service and platform were sought in concert by the IT, Community Development, and Legal departments in order to provide the best possible web experience for visitors of different abilities. Monsido failed to provide the Town with the attached Sales Agreement until recently and requested that we review it for adoption. The Town Attorney's department has reviewed and revised the attached agreement, which is coming before Council now to rectify the lack of an agreement for these services.

Analysis & Key Policy Questions.

The Agreement is beneficial and valuable to the Town for its technological platform and services. It is imperative for the Town to provide accessibility features on its website so visitors of any ability can consume our content. The IT, Community Development, and Legal departments have confirmed the need and benefit of the Agreement and concur that execution of the Sales Agreement is prudent.

Possible Alternatives.

Deny this agreement and continue to research and discuss such platforms

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

The initial agreement (attached) is for the sum of \$2,625.00, which amount has already been paid to Monsido for existing services. This amount was for a six-month term. The Agreement will be renewed for an annual term when the time comes, at a projected cost of \$5,250.00.

Staff Impact.

Ongoing. The initial impact consisted of the Legal Department reviewing the Agreement terms and conditions, ensuring it remains advantageous to the Town and public, confirming the status of the federal law in this area, coordinating with the IT Department, and editing/negotiating the Sales Agreement. It also consisted of the IT

Department connecting the Town's website to Monsido's service and verifying the Monsido platform's functionality. Current and future impact consists of Town staff regularly reviewing Monsido's feedback, scoring system, and alerts regarding issues the platform detects on the Town's website.

Attachments or Links.

Monsido Sales Agreement

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

I move to approve the Monsido Sales Agreement as presented in this staff report and authorize the Mayor to execute the Agreement.

A web governance platform that helps you maintain your site through accessibility, QA, SEO, content policies and more!

Sales Order Form

Current Date: 09/19/2022

Expiration Date: 10/31/22

Prepared by: Ryan Watkins, rwa@monsido.com

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

Term Start Date 10/01/2022
Invoicing Date 10/01/2022 (Net 30)
Renewal Date 10/01/2023

Primary Contact Jason Wright
jwright@jacksonwy.gov

Invoicing Contact Jason Wright
jwright@jacksonwy.gov

NAME

Monsido Platform - Legacy

PRICE (USD)

\$5,250.00

Web Scanning: 3,000 pages

Accessibility PDF Scanning: 1,000 scans

Features/Modules:

Quality Assurance, SEO, Heartbeat, Inventory, Prioritized Content, Policies, Domain Groups, User/Domain Access, CMS Integration, Statistics, Accessibility - WCAG A, AA, AAA, Accessibility - Training & Webinars, Compliance Shield™ - PageAssist™, - PageCorrect™

Monsido Platform - Service Credit

-\$2,625.00

Credit of \$2,625 applied for 6 months of service. (Optional: Credit applied pending receipt of executed order form by 09/30/2022)

Total (USD) \$2,625.00

This SOFTWARE AS A SERVICE AGREEMENT ("the Agreement") is entered into and shall become effective on the earlier of either the date of signature or date of issuance of a purchase order referencing this Order Form and the terms and conditions herein (the "Effective Date"). This Agreement is entered into between Monsido, Inc., a Florida corporation with a principal place of business located at 5880 Oberlin Dr. 6th Fl, San Diego, CA 92121, ("Service Provider"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms of Service and Data Protection and Privacy Policy Statement and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

TOWN OF JACKSON

By:

A web governance platform that helps you maintain your site through accessibility, QA, SEO, content policies and more!

TOWN OF JACKSON

Name,

Title:

Date:

TERMS OF SERVICE

BY EXECUTING AN ORDER FORM AND OTHERWISE USING THE MONDISO SERVICES, YOU HEREBY AGREE TO BE BOUND TO THE FOLLOWING TERMS OF SERVICE.

SECTION I: DEFINITIONS

As used herein, the following terms shall have the following definitions:

- a) References to "Customer" mean a registered User of the Services.
- b) References to "Customer Website" mean those publicly-available pages of Customer's Website.
- c) References to "Dispute" mean any claim, conflict, controversy, disagreement between the Parties arising out of, or related in any way to, these Terms (or any Terms, supplement or amendment contemplated by these Terms,) including, without limitation, any action in tort, contract or otherwise, at equity or at law, or any alleged breach, including, without limitation, any matter with respect to the meaning, effect, validity, performance, termination, interpretation or enforcement of these Terms or any Terms contemplated by the Terms.
- d) References to "Effective Date" mean the date the Services are to start as set forth on the Order Form.
- e) References to "Material Breach" occurs when one party's failure to abide by a contract's terms renders it irreparably broken and defeats the purpose of entering the contract in the first place.
- f) References to an "Order Form" mean an Order Form signed by a Customer.
- g) References to the "Services" mean any and all services offered by Service Provider, including but not limited to those Web governance and Web page crawling services provided to Service Provider's Customers and any add-on services as set forth on the Order Form.
- h) References to the "Terms" and/or "Agreement," mean these Terms of Service as set forth herein.
- i) References to "Service Provider" and/or "Monsido," mean Monsido, Inc., and its subsidiaries, parents and affiliates.
- j) References to the "Web site" mean the Web sites bearing the URL <http://www.monsido.com> and app.monsido.com as well as any other Web site owned and/or operated by Service Provider related to the Services.

SECTION II: GENERAL PROVISIONS

2.1. About the Services. Service Provider provides an online tool suite and optional add-on services to scan the Customer's Web site once every seven (7) days, or more frequently, if requested and included in Customer's plan as set forth on the Order Form. Each scan shall produce a status report via email, which is thereafter accessible via the online dashboard available via the Web site. Via this same dashboard, Customer can also grant access to an unlimited number of permitted users within its own organization (each an "Authorized User,") to find and solve issues and make improvements related to Quality Assurance ("QA,") Search Engine Optimization ("SEO") and Web Governance. A current list of the Services provided via the tool suite can be found online at <http://monsido.com/features/> and is subject to change from time-to-time, without notice, and pursuant to Service Provider's sole and exclusive discretion. Notwithstanding the foregoing, in the event that such features are downgraded, Customer shall have the option to terminate this Agreement for cause without penalty. In addition to the tool suite, Customer may purchase additional add-on tools, including but not limited to the PageAssist software widget and the PageCorrect feature.

2.2. Reliance on the Services; Assumption of the Risk. Customer acknowledges that the Services are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Customer acknowledges further that any reliance on the Services is at Customer's own risk.

2.3. Restrictions and Responsibilities. In addition to the other restrictions on use set forth herein, Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Service Provider or authorized within the Services); or use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party. Further, Customer may not remove or export from the United States or any other authorized territory or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, the EU embargoed countries list set forth by the E.U. Common Foreign and Security Policy, or any other United States or European Union or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Service Provider's standard published policies then in effect (the "Policy"), which in the event these policies are updated, the Customer shall be notified of such updates, and all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.4. Restriction on Pages and Information Scanned. The Services are intended to be used to scan only Customer's public-facing web pages. For the avoidance of doubt, in no event shall Customer utilize the Services to scan private areas of Customer's Web sites, such as those areas that are password protected or contain private information about Customer and/or its users, employees, contractors, officers, directors, and/or other agents. In the event Customer so utilizes the Services in such a manner, Customer agrees and acknowledges that Monsido shall not be held liable for any damages arising from or related to the same, including but not limited to damages that may arise related to the failure to comply with data protection rules and regulations. Customer shall utilize the Software to scan only those URLs and domains belonging to Customer and/or for which Customer has a license to operate and manage the same. In no event shall the Software be used to scan URLs and domains outside of Customer's control or otherwise in bad faith.

2.5. System Updates. The Services will include all updates and new versions of the Software for no additional price increases through the duration of the Term. In the event Service Provider releases new services, products or modules, which were not a part of Customer's original service plan, Customer may elect to add such services, products or modules to its plan upon the payment of additional fees.

2.6. Technical Support. Service Provider will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm U.S. Pacific time, with the exclusion of U.S. Federal Holidays ("Support Hours.") Customer may initiate a helpdesk ticket during Support Hours by calling +1 858-281-2185 (United States Customer,) +44 20 3808 5496 (European Customer,) or +45 89 88 19 15 (Scandinavian Customer,) via email at info@monsido.com or via chat support available online at <https://monsido.com/services/help-center>. Customer may also send us a message at any time via our support ticket system on Customer's Account dashboards or via the form available at <http://monsido.com/contact/>. Service Provider will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day. We further provide technical support and product training as well as help center support. For more information see <http://monsido.com/services/product-training/> and <http://monsido.com/services/help-center/>, respectively.

SECTION III: ACCOUNTS, USE OF THE SERVICES

3.1. Online Accounts. Customer shall be given the opportunity to register via an online registration form to create an account, (hereinafter Customer's "Account,") that will allow Customer and Customer's Authorized Users to receive information from Service Provider and/or to participate in certain features of the Services. Service Provider will use the information Customer provides in accordance with Service Provider's Data Protection and Privacy Policy Statement, attached hereto. Customer represents and warrants that all information Customer provides on the registration form is current, complete and accurate to the best of Customer's knowledge. Customer agrees to maintain and promptly update Customer's registration information so that it remains current, complete and accurate. During the registration process, Customer may be required to choose a password. Customer acknowledges and agrees that Service Provider may rely on this password to identify Customer. Customer is responsible for all use of Customer's Account as well as any action taken thereunder by an Authorized User, regardless of whether Customer authorized such access or use, and for ensuring that all use of Customer's Account complies fully with the provisions of these Terms of Service.

3.2. Multiple Accounts. Transfer Prohibited. Customer shall not have more than one (1) Account and shall not sell, trade or transfer that Account to any other person or entity.

3.3. Right to Monitor. Service Provider shall have the right to monitor Customer's Account in Service Provider's sole and exclusive discretion.

3.4. Customer Responsibilities. Customer shall ensure that any of Customer's Web sites are compatible with the Service Provider's tools. If Customer is using an AJAX application, the AJAX application must be designed to allow a crawler to access its content. Customer must use a current version of a major internet browser (e.g. Firefox, Chrome, Safari, Internet Explorer, Edge or some similar, well-known browser.) Regardless of the Web browser or coding language used, Customer shall ensure that the Service Provider's crawler is not blocked by any of the Customer's technology.

3.5. Data Confidentiality. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Service Provider includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Service Provider to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance or development of the Services or as otherwise permitted herein or in the Service Provider's Data Protection and Privacy Policy Statement, attached hereto) or divulge to any third person any such Proprietary Information, unless required by law. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. Customer shall own all right, title and interest in and to the Customer Data. Service Provider shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, Customer feedback or technical support, except for any pre-existing intellectual property rights owned by Customer and (c) all intellectual property rights related to any of the foregoing. Nothing in this provision shall be read to require Customer to provide any feedback. Notwithstanding anything to the contrary, Service Provider shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Service Provider will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Service Provider offerings. No rights or licenses are granted except as expressly set forth herein.

3.6. Service Levels. The Services shall be available Ninety-Nine Percent (99.0%) of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Service Provider's control will also be excluded from any such calculation. Excluding circumstances where Service Provider's failure to meet any Service Level is intentional or malicious, Customer's sole and exclusive remedy, and Service Provider's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Service Provider will credit Customer Five Percent (5%) of the service fees for each period of sixty (60) or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Service Provider) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Service Provider in writing within three (3) business days from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of service fees in any one (1) calendar month in any event. Service Provider will only apply a credit to the month in which the incident occurred. Service Provider's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Service Provider to provide adequate service levels under this Agreement.

SECTION IV: FEES; TERMS OF PAYMENT; REFUNDS

4.1. Service Fee. Subject to the terms of the Order Form together with any trial offer set forth thereon, Customer must pay the service fee and any additional add-on service fee each year during the Term in advance. Payment of the first (1st) service fee shall be due and owing as set forth in Section 4.3 of this Agreement. Service Provider reserves the right to change the service fee, or any other applicable fees and charges and to institute new charges and service fees at the end of the Initial Term or then current renewal term, upon thirty (30) calendar days' prior notice to Customer (which may be sent by email to the addresses set forth in the Order Form).

4.2. Invoicing. All service fees as set forth herein shall be pre-paid, in full, on a monthly, annual or per-Term basis, (the "Billing Cycle,") as set forth on the Order Form, on the first (1st) day of the Billing Cycle, where the first (1st) day of the first (1st) Billing Cycle shall be the Effective Date set forth in the Software as a Service Agreement entered into by and between the parties. Payment shall be due and owing, in full, within thirty (30) calendar days of the Billing Date.

4.3. Form of Payment. Payment shall be made by Automated Clearing House ("ACH") or wire transfer, check, or recurring credit/debit card payment. A W9 form is available upon request.

4.4. Taxes. Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider as a result of Customer's payment of any and all fees. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of these Terms shall be paid or withheld by Service Provider. To the extent such taxes apply to Customer, Customer is responsible for any applicable taxes, including, without limitation, any sales, use, levies, duties, or any value added or similar taxes payable with respect to Customer's subscription and assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in the Order Form, all fees, rates, and estimates exclude sales taxes and/or any indirect taxes including, but not limited to, VAT/GST/JCT. If Monsido believes any such tax applies to Customer's subscription and Monsido has a duty to collect and remit such tax, the same may be set forth on an invoice to Customer unless Customer provides Monsido with a valid tax exemption certificate, direct pay permit, or multi-state use certificate, and shall be paid by Customer immediately or as provided in such invoice. Customer shall indemnify, defend, and hold harmless Monsido and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns against any and all actual or threatened claims, actions, or proceedings of any taxing authority arising from or related to the failure to pay taxes owed by Customer, except to the extent that any such claims, action, or proceeding is directly caused by a failure of Monsido to remit amounts collected for such purpose from Customer. Monsido is solely responsible for taxes based upon Monsido's net income, assets, payroll, property, and employees.

4.5. Suspension of Services. In the event a balance remains unpaid by Customer thirty-one (31) calendar days following the first (1st) day of the Billing Cycle for the Fees set forth above, Customer agrees and acknowledges that the Services shall be automatically suspended, without notice, until such payments are made, in arrears. Where permitted by law, unpaid amounts are subject to a finance charge of One-and-a-Half Percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

4.6. Refunds. Due to the electronic nature of the Services, in no event other than material breach of these Terms by Service Provider shall a refund be granted, in whole or in part, for any reason or no reason whatsoever, including but not limited to Customer's cancellation of the Services prior the end of the Term, Customer's failure to

utilize the Services, or Service Provider's failure to meet any Service Level as set forth herein unless such failure is intentional or malicious.

SECTION V: TERM AND TERMINATION

5.1. Term and Termination: Renewals. These Terms are legally binding as of the Effective Date and shall continue for a term as set forth in the Order Form or until otherwise terminated as provided for herein, (the "Initial Term.") Following the Initial Term and unless otherwise terminated as provided for herein the Term shall automatically renew for successive terms, (each, a "Renewal Term,") with the Service Fees due under this Renewal Term shall be (i) the Service Provider's then-current Service Fees for the Services; or (ii) the Service Fee of the previous Term or Renewal Term plus three percent (3%); unless, however, that: (a) a termination notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. Without limiting the right of a party to terminate these Terms, a party may terminate this Agreement for convenience upon prior written notice to the other party with no fewer than thirty (30) calendar days prior written notice. Further, without limiting the right of a party to immediately terminate these Terms for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non breaching party may terminate these Terms for cause as of a date specified in such notice. The Initial Term may be modified by agreement of the parties via the Order Form in which case the Term set forth on the Order Form shall control.

5.2. Payments upon Termination. In the event that Customer terminates use of the Services for convenience, prior to the end of the Term, the remainder of the service fees and other fees shall immediately become due and owing and shall be paid in full no later than thirty (30) calendar days following Customer's notice of termination. In no event shall any fees paid be refunded, in whole or in part, for any reason or no reason whatsoever, where Customer terminates use of the Services for convenience prior the end of the Term, Customer failure to utilize the Services, or Service Provider failure to meet any Service Level as set forth herein unless such failure is intentionally or malicious. In the event Customer terminates use of the Services for cause, Service Provider shall refund Customer any pre-paid fees, pro-rata, from the date of termination, and Customer shall not be responsible for the payment of any service fees or other fees that may remain due at the date of termination, excluding any past due fees as of the date of termination. Notwithstanding the foregoing, in the event of termination by Service Provider without cause, Service Provider shall refund to Customer any pre-paid fees, pro-rata, from the date of termination, and Customer shall not be responsible for the payment of any service fees and other fees that may remain due at the date of termination, excluding any past due fees as of the date of termination.

SECTION VI: DISCLAIMERS; LIMITATIONS OF LIABILITY

6.1. DISCLAIMER OF WARRANTY. Service Provider shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Service Provider or by third-party providers, or because of other causes beyond Service Provider's reasonable control, but Service Provider shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL.

6.2. LIMITATION OF LIABILITY. SUBJECT TO THE LAST SENTENCE OF SECTION 6.1 ABOVE, (A) CUSTOMER AGREES THAT USE OF THE SERVICES (INCLUDING ANY RELATED SOFTWARE PRODUCT PROVIDED BY SERVICE PROVIDER PURSUANT TO THESE TERMS OF SERVICE) IS AT CUSTOMER SOLE RISK. NEITHER SERVICE PROVIDER NOR SERVICE PROVIDER'S AFFILIATES NOR ANY RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE USE OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE; NOR DOES SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED. (B) SUBJECT TO THE LAST SENTENCE OF SECTION 6.1, ANY DOWNLOADABLE SOFTWARE, PRODUCTS OR OTHER MATERIALS, WITHOUT LIMITATION, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AGAINST INFRINGEMENT, PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE. (C) ALTHOUGH ALL INFORMATION AND MATERIALS PROVIDED VIA THE SERVICES ARE BELIEVED TO BE RELIABLE, SERVICE PROVIDER MAKES NO REPRESENTATIONS, NEITHER EXPRESSLY NOR IMPLIEDLY, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE SERVICES. (D) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER OR CUSTOMER, AND THEIR RESPECTIVE EMPLOYEES, SUBSIDIARIES, PARENTS, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS, VENDORS, DIRECTORS, OFFICERS, OR MEMBERS, BE LIABLE TO EACH OTHER FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT (EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE OR CUSTOMER'S SOLE NEGLIGENCE), INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, REPUTATIONAL HARM, OR LOSS OF INFORMATION OR DATA, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES. (E) SERVICE PROVIDER DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF CUSTOMER'S CUSTOMER DATA INFORMATION EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE AS TO NON-CONFORMITY WITH INDUSTRY DATA PROTECTION STANDARDS. BY UTILIZING THE SERVICES CUSTOMER ACKNOWLEDGES AND AGREES TO SERVICE PROVIDER'S DISCLAIMER OF ANY SUCH LIABILITY. (F) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, SERVICE PROVIDER'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF SERVICE PROVIDER'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO CUSTOMER OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES CUSTOMER PAYS TO SERVICE PROVIDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) ONE THOUSAND U.S. DOLLARS AND NO/CENTS (\$1,000.00,) WHICHEVER IS GREATER. (G) FOR THE AVOIDANCE OF DOUBT, THE FORGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY SHALL APPLY TO ANY AND ALL ADDITIONAL SOFTWARE PRODUCTS, TOOLS, OR WIDGETS ("OPTIONAL SOFTWARE PRODUCTS") BY PURCHASING THE SAME, CUSTOMER AGREES AND ACKNOWLEDGES THAT THE MISUSE OF SUCH OPTIONAL SOFTWARE PRODUCTS MAY POSE SIGNIFICANT RISK TO CUSTOMER AND CUSTOMER'S END-USERS, AND CUSTOMER HEREBY ACCEPTS FULL LIABILITY FOR THE SAME, SUBJECT TO THIS SECTION 6.2. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN CUSTOMERS. The above limitations shall survive these Terms and inure to the benefit of Service Provider and Customer and their respective employees, subsidiaries, parents, agents, partners, third-party content providers, vendors, directors, officers, and members.

6.3. Indemnification. Service Provider will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. Service Provider will pay infringement claim defense costs, negotiated settlement amounts, and damages finally awarded by a court. Service Provider has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. Service Provider's indemnification obligations under this Section 15 are conditioned upon the Customer: (1) promptly notifying the Service Provider of any claim in writing; (2) cooperating with Service Provider in the defense of the claim; and (3) granting Service Provider sole control of the defense or settlement of the claim. The indemnification obligations of Service Provider herein shall not apply to any claims of intellectual property infringement related to Client content.

SECTION VII: GOVERNING LAW; ARBITRATION

7.1. Governing Law. For governmental agencies: These Terms shall be governed and construed in accordance with the laws of your jurisdiction. For non-governmental customers: These Terms shall be governed and construed in accordance with the laws of the state of Florida without regard to its conflicts of law provisions. Non-governmental Customer agrees to submit to the personal jurisdiction of the courts located in Broward County, Florida, and any cause of action that relates to or arises from these Terms and/or the Services must be filed therein unless subject to the binding arbitration provisions of Section 7.2, infra.

7.2. Arbitration. Applicable only to non-governmental customers: The Parties agree that any dispute concerning, relating, or referring to these Terms and/or the Services

shall be resolved exclusively by binding arbitration in accordance with the substantive laws of the state of Florida and shall be brought for arbitration in Broward County, Florida, pursuant to the rules of the American Arbitration Association. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Nothing herein prevents either Party from seeking any interim injunction it deems necessary in order to preserve the status quo prior to the resolution of any dispute, in any jurisdiction.

SECTION VIII: INTELLECTUAL PROPERTY

8.1 Ownership. All proprietary software, third party licensed software, software libraries, services, methodologies, techniques, algorithms, tools, materials, products, ideas, designs, and know-how used by Service Provider in providing the Services (including all reports and their copies, enhancements, modifications, revisions, and derivative works of any of the foregoing) and deliverables (whether oral or written) are, and shall remain, the sole and exclusive property of Service Provider. Nothing herein shall cause or imply any sale, license, or other transfer of proprietary rights of or in any third party software or products from Service Provider to Customer.

8.2 Grant of License by Service Provider. In consideration of the payment of the service fee, subject to the terms and conditions hereof and for the duration of the Term, Service Provider grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the software and Services.

8.3 Restriction on Grant of License. Section 8.2, supra, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of Monsido. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only, and understands and agrees that any other use shall be considered fraud.

SECTION IX: THIRD-PARTY ADVERTISEMENTS, PROMOTIONS, AND LINKS

9.1. Use of Third-Party Tools, Services, and Products. We may provide you with access or refer you to Third-Party tools, services, and products over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to or refer you to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional Third-Party tools, services or products. Any use by you of optional tools, products, or services offered through the Services or otherwise referred to you by us is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools, services, and products are provided by the relevant Third-Party provider(s).

SECTION X: MISCELLANEOUS

10.1. Authority. Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such Party and enforceable in accordance with its Terms.

10.2. Waiver. Any waiver of a right under these Terms of Service shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

10.3. Force Majeure. Service Provider shall not be bound to meet any obligation if prevented from doing so as a consequence of acts of God or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond our control, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, civil unrest, terrorist activities, pandemics, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services). Service Provider shall use all reasonable efforts to notify Customer of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.

10.4. Assignment. Service Provider shall have the right to assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any wholly-owned subsidiary, parent company, or affiliate after notifying Customer as provided for herein. Notwithstanding the foregoing, Services Provider shall not assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any other third party except for as referenced above without providing thirty (30) calendar days' written notice to Customer who shall have the option to terminate the Agreement at its option. In the event Customer divests all or any part of its businesses to a third party (whether direct or indirect or by sale, merger, consolidation, or otherwise) or reorganizes its businesses, Customer may assign or duplicate its rights and obligations under this Agreement so as to retain the benefits of this Agreement for both Customer and such third party. No terms added to any purchase order issued by the Customer shall have any force or effect unless expressly consented to, in signed writing, by an authorized representative of Service Provider. In the event Service Provider does so expressly consent to such PO terms, this Agreement shall control.

10.5. Rights of Third Parties. These Terms do not give any right to any Third Party unless explicitly stated herein.

10.6. Relationship of the Parties. The Parties are independent contractors under these Terms, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between them. Neither Party has authority to enter into Terms of any kind in the name of the other Party.

10.7. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

10.8. Notices. Except as explicitly stated otherwise, any notices shall be given by postal mail to the address first set forth in the Order Form, as amended in writing from time-to-time. Concurrent with the mailing of the notice, parties shall send an email courtesy copy of the notice to the addresses set forth in the Order Form.

10.9. Entire Agreement. This Agreement, together with the Order Form represents the complete and exclusive statement of the Agreement between the Parties as to the subject matter hereof. No other Agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the Parties concerning this Agreement.

10.10. Governmental Immunity. Customer does not waive its governmental immunity or rights under the Wyoming Governmental Claims Act 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.

10.11. Counterparts; Electronic Signatures. 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 facsimile, electronic mail (including pdf or any electronic signature complying with the federal E-SIGN 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 Lease as well as any facsimile or other reproduction hereof.

DATA PROTECTION AND PRIVACY POLICY STATEMENT

Monsido operates monsido.eu and app.monsido.eu as well as provides a Web governance suite of software services to its customers. This Data Protection and Privacy Policy Statement informs you of our policies regarding the collection, use and disclosure of Personal Data in our role as a Data Controller (as defined by the rules and regulations of the GDPR). Monsido attaches great importance to ensuring that your personal data and crawled data are collected, used, stored and erased in accordance with the current applicable regulations as stipulated by local, state, national, federal, and other data protection legislation. Protecting your data is a matter of great importance to our company. If you have requests concerning your personal information or any questions please contact us info@monsido.com.

If you have objections to the Data Protection and Privacy Policy Statement, you should immediately discontinue use of the Web site and our Services.

European Customers may find information regarding our role as a Data Processor (as defined by Article 28, sub-section 3 of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) in the Data Processing Agreement entered in to by and between the Customer and Monsido.

1. Definitions.

For purposes of this Privacy Policy references to “Customer” mean a registered User of the Services.

References to “Customer Web site” mean those publicly-available pages of Customer’s Web site.

For purposes of this Privacy Policy references to “us,” “we,” “our,” and/or “Monsido” mean Monsido, Inc., a Florida corporation with a principal place of business located at 5880 Oberlin Dr. 6th Fl, San Diego, CA 92121, and its subsidiaries, parents, and affiliates.

References to the “Services” mean those Web governance and Web page crawling services provided to Service Provider’s Customers.

References to the “Web site” mean the Web site bearing the URL www.monsido.com and app.monsido.com.

References to “you,” and/or “User,” mean the User of the Web site and/or the Services.

2. Agreement to be Bound. The following Data Protection and Privacy Policy Statement governs the collection and use of private information via the Web site and the Services. By accessing the Web site and/or registering for the use of our Services you represent that you have read and understand the Data Protection and Privacy Policy Statement and that you agree to be bound by thereby.

This Data Protection and Privacy Policy Statement may be additionally subject to our Terms of Service for those Users who have registered for our Services and may be additionally subject to our Cookie Policy and General Web site Terms and Conditions for Users of our Web site, which may be found online at <https://monsido.com/cookie-policy/> and <https://monsido.com/general-terms-and-conditions>, respectively.

3. Modifications and Changes to the Data Protection and Privacy Policy Statement. We may modify, add to, suspend or delete the Data Protection and Privacy Policy Statement, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being effective thirty (30) calendar days following their posting to the Web and emailing a notice to the registered Users of our Services. Your access of the Web site and/or use of our Services, after modification, addition or deletion of the Data Protection and Privacy Policy Statement shall be deemed to constitute acceptance by you of the modification, addition or deletion. The most recent version of our Data Protection and Privacy Policy Statement may be found online at <https://monsido.com/data-protection-and-privacy-policy-statement>.

4. The Information We Collect. We collect both personally-identifiable information or personal data and non-personally-identifiable information from you. Often, you choose what information to provide to us, but, sometimes, we may require certain information for you to use and for us to provide the Services.

Registration & Account Set Up. In order to register you as a Customer and set up an account, we will collect personal data, which may include your full name; telephone number; tax identification information; address; and email address. You are not required to provide us with this information to sign up, but we will need it to provide certain services. For example, in order to provide a demo we would need your contact information. In order to sign you as a Customer, we would need your corporate details and invoicing information and the contact information for your account administrators.

In instances where a User creates an anonymous user profile via the Web site, a pseudonym is generated. In such an instance, specific Users are not tied to the account and no personal data is collected unless provided by User.

We do not collect any financial information, such as credit card numbers or billing information as all such data is processed by our data processors, currently Stripe and Quaderno, and may be subject to such third parties’ own Privacy Policies, available at <https://stripe.com/privacy> and <https://quaderno.io/privacy/>, respectively.

Automated Information. Monsido automatically receives and records information from your browser or your mobile device when you visit the Site or use certain other Services, such as your IP address or unique device identifier, cookies and data about which pages you visit in order to allow us to operate and provide the Services. This information is stored in log files and is collected automatically. We may combine this information from your browser or your mobile device with other information that we or our partners collect about you, including across devices. This information is used to prevent fraud and to keep the Services secure, to analyze and understand how the Services work for members and visitors, and to provide advertising, including across your devices, and a more personalized experience for members and visitors.

We may also automatically collect device-specific information when you install, access, or use our Services. This information may include information such as the hardware model, operating system information, app version, app usage and debugging information, browser information, IP address, and device identifiers. For more information about these online tools and how we use them, see our Cookie Policy.

Location Information: We may collect information about your use of the Services for advertising, analytics, to serve content and to protect the Services, including your IP address, browser information (including referrers), device information (such as iOS IDFA, IDFA for limited non-advertising purposes, Android AAID, and, when enabled by you, location information provided by your device). We may obtain location information you provide in your profile or your IP address. We may use and store information about your location to provide features and to improve and customize the Services, for example, for Monsido’s internal analytics and performance monitoring; localization, regional requirements, and policies for the Services; for local content, search results, and recommendations; for mapping services; and (using non-precise location information) marketing. Certain non-precise location services, such as for security and localized policies based on your IP address or submitted address, are critical for the site to function. We will only share your geo-location details with third parties (like our mapping, payments, or, to the extent applicable, advertising providers) in order to provide you with the Services.

Analytics Information: We use data analytics to ensure site functionality and improve the Services. We do not link the information we store within the analytics software to any personally identifiable information that you submit.

Scan Caches. For Customers we also collect and cache copies of all Customer Web site pages crawled by our software, which includes all publicly-available pages. We do not intentionally collect nor are any part of our Services to be used by Customer for the scanning of private pages of the Customer’s intranet, where the same may contain personally-identifiable information related to employees, contractors, officers, directors, agents, customers and clients of Customer.

5. Use of Your Information and Your Preferences. We may use your personally-identifiable information to process transactions and process contracts; to provide customer service administration; to contact users via e-mail or telephone; to respond to inquiries, and/or other requests or questions; to send company news, updates and other related info via our mailing list; to facilitate registration for our Services; and to provide technical support.

We may use your non-personally identifiable information to create traffic statistics for our Web site; to create User statistics for our Services; to improve customer service; and to personalize your User experience.

Monsido gives you the choice of providing, editing or removing certain information, as well as choices about how we contact you. You may change or correct your Monsido account information through your account settings. You can also request the deletion of the personal information in your account.

Depending on your location, you may also have certain additional rights with respect to your information, such as: (i) data access and portability (including the right to obtain a copy of your personal data you provided to Monsido, via your settings); (ii) data correction (including the ability to update your personal data, in many cases via settings); (iii) data deletion (including the right to have Monsido delete your personal information, except information we are required to retain, by contacting us); and (iv) withdrawal of consent or objection to processing (including, in limited circumstances, the right to ask Monsido to stop processing your personal data, with some exceptions, by contacting us).

We use non-technically necessary cookies and similar technologies. A more detailed explanation of the technologies we use, and how to opt out when applicable, can be found in our Cookie Policy.

You may also control the receipt of certain types of communications from Monsido. Monsido may send you messages about the Services or your activity. Some of these messages are required, service-related messages for members (such as transactional messages or legal notices). Other messages are not required, such as newsletters. You can control which optional messages you choose to receive via the unsubscribe link in our emails.

If you no longer wish to use the Services or receive service-related messages (except for legally required notices), then you may close your account as set forth in the termination provision of your Terms of Service, or by contacting us at info@monsido.com.

6. Our Newsletter and How to Opt-Out. We operate an email newsletter program, used to inform subscribers about products and services supplied by us. Subscription to our newsletter is opt-in. Users can opt-out of receiving our newsletter at any time by following the unsubscribe link contained in the footer of any newsletter.

Email marketing campaigns published by us may contain tracking facilities within the actual email. Subscriber activity is tracked and stored in a database for future analysis and evaluation. Such tracked activity may include but shall not be limited to: the opening of emails, forwarding of emails, the clicking of links within the email content, times, dates and frequency of activity. This information is used to refine future email campaigns and supply the User with more relevant content based around their activity.

7. Do Not Track (DNT) Disclosure. Please note that while you may have the opportunity to opt-out of targeted advertising as discussed in the "How to Opt-Out" section above, and you may be able to control the use of cookies through your Web browser as described in the "Use of Cookies" section below, some Web browsers may also give you the ability to enable a "do not track" setting. This setting sends a special signal to the Web sites you encounter while Web browsing. This "do not track" signal is different from disabling certain forms of tracking by declining cookies in your browser settings, as browsers with the "do not track" setting enabled still have the ability to accept cookies. We do not respond to Web browser "do not track" signals at this time. If we do so in the future, we will describe how we do so in this Privacy Policy. For more information about "do not track," visit <http://www.allaboutdnt.org/>.

8. Disclosures of your Information. Your information may be used by us for the purposes provided for herein. We may pass your information on to third parties designated by you, our third-party service providers and affiliates, our successors and assigns, and our subsidiaries and parent companies, if applicable. Crawled data and statistics data are not shared with any third parties except as set forth herein. We may also disclose your data if necessary in the public interest or necessary to protect your vital interests, or those of other.

Note that we principally rely on consent (i) to send marketing messages, (ii) for third-party data sharing related to advertising, and, to the extent applicable, (iii) for the use of location data for advertising purposes.

Monsido also needs to engage third-party companies and individuals (such as payment processors, research companies, and analytics and security providers) to help us operate, provide, and market the Services. These third parties have only limited access to your information, may use your information only to perform these tasks on our behalf, and are obligated to Monsido not to disclose or use your information for other purposes. Our engagement of service providers is often necessary for us to provide the Services to you, particularly where such companies play important roles like processing payments and shipments and helping us keep our Service operating and secure. In some other cases, these service providers aren't strictly necessary for us to provide the Services, but help us make it better, like by helping us conduct research into how we could better serve our users. In these latter cases, we have a legitimate interest in working with service providers to make our Services better.

9. Legal Disclaimer. In addition to the forgoing disclosures contained in Section 7, we reserve the right to disclose your personally-identifiable information as required by law and when it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Services, General Web site Terms and Conditions, Cookies Policy and other policies, or as otherwise required by law.

10. Other Web Sites. Our Web site may contain links to other Web sites, which are outside our control and are not covered by this Data Protection and Privacy Policy Statement. If you access other Web sites using the links provided, the operators of these Web sites may collect information from you, which will be used by them in accordance with their privacy policies, which may differ from ours.

11. Cookies. To enhance your online experience, we may use "cookies" or similar technologies. Please see our Cookie Policy, available online at <https://monsido.com/cookie-policy/> regarding our use of cookies.

12. Access to and/or Modification of Your Information. If you access the Web site and/or Services and thereby provide personally-identifiable information, you may modify, update or delete such information by sending us an email at info@monsido.com. You should be aware, however, that it is not always possible to completely remove or modify information in our databases, including but not limited to for legal reasons; in such an event, your personally-identifiable information will be erased, if possible, once the legal storage term has expired. In addition, please be aware that your ability to opt out from receiving marketing and promotional materials does not change our right to contact you regarding your use of the Web site and/or the Services.

13. Privacy Protection for Children Using the Internet: notice to minors Protecting children's privacy is important to us. For that reason, we do not collect or maintain information of those persons we actually know are under the age of thirteen (13) nor is any part of the Web site or our Services targeted to attract anyone under the age of thirteen (13). We request that all users of the Web site and our Services who are under the age of thirteen (13) not disclose or provide any personally-identifiable information. If we discover that a child under thirteen (13) has provided us with personally-identifiable information, we will delete that child's personally-identifiable information from our records. You are responsible for any and all account activity conducted by a minor under your account.

In addition to protecting the privacy of children under age (13) we are committed to protect the privacy of minors. Though neither our Web site nor our Services is not targeted to minors nor is it intended to be used by minors, if, for any reason a minor has shared information via our Web site and/or Services said minor may request and obtain removal of such information by contacting us at info@monsido.com. Although we offer deletion capability, you should be aware that the removal of content may not ensure complete or comprehensive removal of that content or information provided.

14. Retention. Monsido will retain your information only for as long as is necessary for the purposes set out in this policy, for as long as your account is active (i.e., for the lifetime of your Monsido account), as described in this policy, or as needed to provide the Services to you. If you no longer want Monsido to use your information to provide the Services to you, you may close your account. Monsido will retain and use your information to the extent necessary to comply with our legal obligations (for example, if we are required to retain your information to comply with applicable tax/revenue laws), resolve disputes, enforce our agreements, and as otherwise described in this policy. We also retain log files for internal analysis purposes. These log files are generally retained for a brief period of time, except in cases where they are used for site safety and security, to improve site functionality, or we are legally obligated to retain them for longer time periods.

15. Data Security. We take reasonable steps to maintain the security of the personally-identifiable information that we collect, including limiting access to your personally-identifiable information to those persons with your username and password; however, no data transmission over the Internet can be guaranteed to be completely secure. Thus, we cannot ensure or warrant the security of any information that you transmit to us, so you do so at your own risk. Please note that non-encrypted communication using email is not secure. Thus, we cannot guarantee data security in email communication and, therefore, recommend using physical mail for confidential information. Please note that though we may use TLS, HTTPS or similar data security features, such data security features may not be available on all portions of the Web site and the Services.

16. International Transfer. We operate globally so it is necessary to transfer your information internationally. In particular, your information will likely be transferred to and processed via servers located in Belgium. By using our Services, you understand that Monsido ApS may share some of the information it gathers with Monsido, Inc. (its US subsidiary company) or other Monsido affiliates for purposes described in this Privacy Policy.

The United States, European Economic Area ("EEA") Member States, and other countries all have different laws. When your information is moved from your home country to another country, the laws and rules that protect your personal information in the country to which your information is transferred may be different from those in the country in which you live. For example, the circumstances in which law enforcement can access personal information may vary from country to country. In particular, if your information is in the US, it may be accessed by government authorities in accordance with US law.

To the extent that Monsido is deemed to transfer personal information outside of the EEA, we rely separately, alternatively, and independently on the following legal bases to transfer your information:

Model Clauses. The European Commission has adopted standard contractual clauses (also known as Model Clauses), which provide safeguards for personal information that is transferred outside of Europe. We often use these Model Clauses when transferring personal information outside of Europe. You can request a copy of our Model Clauses by emailing info@monsido.com.

Privacy Shield. Monsido, Inc. does not participate in Privacy Shield at this time. However, Monsido ApS may rely on the EU-US Privacy Shield to transfer personal information to some of our third party service providers in the United States, where they are certified to receive such information under the Privacy Shield Program.

Necessary for the performance of the contract. Monsido provides a voluntary service; you can choose whether or not you want to use the Services. However, if you want to use the Services, you need to agree to our Terms of Service which set out the contract between Monsido and its Customers. As we operate in countries worldwide (including in the United States) and may use technical infrastructure in the United States to deliver the Services to you, in accordance with the contract between us, we need to transfer your personal information to the United States and to other jurisdictions as necessary to provide the Services. Simply put, we can't provide you with the Services and perform our contract with you without moving your personal information around the world.

17. Your Rights. You may benefit from a number of rights in relation to your information that we process. Some rights apply only in certain limited cases, depending on your location. If you would like to manage, change, limit, or delete your personal information, you can do so via your Monsido account settings or by contacting us. Upon request, Monsido will provide you with information about whether we hold any of your personal information. By visiting your account settings, you can access, correct, change, and delete certain personal information associated with your account. In certain cases where we process your information, you may also have a right to restrict or limit the ways in which we use your personal information. In certain circumstances, you also have the right to request the deletion of your personal information, and to obtain a copy of your personal information in an easily accessible format. If you need further assistance, you can contact Monsido through one of the channels listed below under "How to Contact Us." We will respond to your request Monsido a reasonable timeframe.

If we process your information based on our legitimate interests as explained above, or in the public interest, you can object to this processing in certain circumstances. In such cases, we will cease processing your information unless we have compelling legitimate grounds to continue processing or where it is needed for legal reasons. Where we use your data for direct marketing purposes, you can always object using the unsubscribe link in such communications or changing your account settings.

18. Withdrawing Consent. Where you have provided your consent, you have the right to withdraw your consent to our processing of your information and your use of the Services. For example, you can withdraw your consent to email marketing by using the unsubscribe link in such communications or by changing your account settings. You can choose to withdraw your consent to our processing of your information and your use of the Services at any time by closing your account and terminating your Terms of Use and then emailing info@monsido.com to request that your personal information be deleted, except for information that we are required to retain. This deletion is permanent and your account cannot be reinstated.

19. How to Contact Us. If you have any questions or concerns about our Data Protection and Privacy Policy Statement or its implementation you may contact us at info@monsido.com.

Or you may write to us at Monsido ApS, Borupvang 3, Ballerup, DK-2750, Denmark.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, you may:

Without prejudice to any other rights you may have, if you are located outside of North America or South America, you also have the right to file a complaint against Monsido with the Danish Data Protection Commissioner ("DPC"), which is Monsido's Lead Supervisory Authority. The DPC's contact details are:

Office of the Data Protection Commissioner, Datatilsynet, Borgergade 29, 5, DK-1300 Copenhagen K.

Email: dt@datatilsynet.dk. Digital post: www.borger.dk

If you live in the EEA, you may also file a complaint with your local data protection regulator.

20. Updates & Effective Date. The effective date of this Privacy Policy is May 25th, 2018. From time-to-time, we may update this Data Protection and Privacy Policy Statement. We will notify you about material changes in the way we treat personally-identifiable information by posting a notice of said changes online to the Web site and by notifying registered Users of our Services via email. We encourage you to periodically check back and review this statement so that you always will know what information we collect, how we use it, and with whom we share it.

Special Notice to California Residents

This *Privacy Notice for California Residents* supplements the information contained in our privacy policy above and applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this notice.

Information We Collect

Our Website collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("personal information"). In particular, our website has collected the following categories of personal information from its consumers within the last twelve (12) months:

Category A: Identifiers

Examples: A real name, Internet Protocol address, email address, or other similar identifiers.

Collected: YES

Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

Examples: A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.

Collected: YES

Category C: Protected classification characteristics under California or federal law.

Examples: Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

Collected: NO

Personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
 - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from you. For example, from forms you complete on our Web site.
- Indirectly from you. For example, from observing your actions on our Web site or interactions with our advertisers.

Use of Personal Information

We may use, or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information. If you provide your personal information to purchase a product or Service, we will use that information to process your payment and facilitate delivery.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

For a list of whom we share your personal information, please see this Privacy Policy, *Sharing Information with Third Parties*.

Disclosures of Personal Information for a Business Purpose

In the preceding twelve (12) months, Monsido has disclosed personal information for a business purpose to the extent necessary to provide customer support and back-end development of our services.

Sales of Personal Information

In the preceding twelve (12) months, Monsido had not sold personal information.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - sales, identifying the personal information categories that each category of recipient purchased; and
 - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by sending us a message on our website. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a twelve- (12)-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the twelve- (12-) month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance, specifically by electronic mail communication.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Personal Information Sales Opt-Out and Opt-In Rights

If you are sixteen (16) years of age or older, you have the right to direct us to not sell your personal information at any time (the "right to opt-out"). We do not sell the personal information of consumers we actually know are less than sixteen (16) years of age, unless we receive affirmative authorization (the "right to opt-in") from either the consumer who is between thirteen (13) and sixteen (16) years of age, or the parent or guardian of a consumer less than thirteen (13) years of age. Consumers who opt-in to personal information sales may opt-out of future sales at any time. To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by visiting the following our webpage and sending us a message.

Once you make an opt-out request, we will wait at least twelve (12) months before asking you to reauthorize personal information sales. However, you may change your mind and opt back in to personal information sales at any time by visiting our website and sending us a message. We will only use personal information provided in an opt-out request to review and comply with the request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send us an electronic message through our website or write us at our address listed on our webpage.

To make any such a requests, please contact us through one of the channels listed in this notice.

STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Parks & Recreation	Presenter:	Andy Erskine
Agenda Item:	Tree City USA Application	Public Comment	Yes-Consent

Purpose & Policy Considerations.

The purpose of this item is to obtain a signature and approval to submit for the Town's 2023-2024 Tree City USA application for submittal to Wyoming State Forestry and Arbor Day Foundation. This will be year number 12 as Tree City USA.

Requested Action.

Sign attached application.

Recommendations.

Staff recommends signing the application for submittal of the Town of Jackson's Tree City USA application for

Background.

The Town of Jackson was first recognized in 2011/2012 as a Tree City USA designee. Communities that earn Tree City USA recognition not only have taken the time to meet the four standards, they know that trees: Promote healthier communities by filtering the air we breathe by removing dust and other particles. Moderate climate, conserve water and provide vital habitat for wildlife. Reduce the heat island effect in urban areas caused by pavement and buildings. Reduce energy use and increase property values. This designation shows our commitment to the Urban Forest, creates an avenue to educate the public on the value of trees in our community and identifies all the positive environmental impacts that trees can have on our ecosystem. Proclamation will be read at the Eco Fair celebration on Saturday May 13, 2023 in order to meet certification requirements.

Analysis.

Tree City USA designation is a valued status for our community that enables our citizens and local government the opportunity to align core values and set a standard for the care of our Urban Forest.

Possible Alternatives.

NA

Comprehensive Plan & Priority Alignment.

This request aligns with and addresses: *Ecosystem Stewardship - Natural Resources and Climate Sustainability*; it also touches on *Responsible Growth Management*, enhances *Town as the Heart of the Region* and *Adaptive Management* to achieve the Town's vision.

Fiscal Impact.

Fiscal impact is negligible for annual renewal of our Tree City USA. Staff budgets and has been approved annually to participate in Arbor Day celebrations to include, staffing of the local Eco Fair, educational materials for the community and an annual tree give away.

Staff Impact.

Staff will continue to promote Arbor Day and the importance of trees in our community by encouraging community outreach, maintaining a presence at the Eco Fair celebration and meeting Tree City USA requirements annually.

Attachment or Links.

Application for signature.

Suggested Motion. *I move to approve signature and submittal of Tree City USA application for the Town of Jackson.*

TREE CITY USA® APPLICATION

Select one: ☐ First Time Applicant OR ☒ Recertification



TREE CITY USA status is awarded for work completed by the community during the calendar year. Please contact your State Urban Forestry Coordinator for your state's deadline, mailing address and any additional information required by your state. The common deadline is December 31 but can vary by state. Completed applications with attachments can be mailed to your State Urban Forestry Coordinator. All fields below are required to be filled out for your application to be approved.

Community Information

Community Name (as it should appear on recognition materials) Town of Jackson Wyoming

Community Website jacksonwy.gov or tetoncountyparksandrec.org

Mayor or Equivalent

First Name Haily Last Name Morton Levinson

Professional Title Mayor

Address PO Box 1687/ 150 E Pearl Avenue

City Jackson State WY Zip Code 83001

Email Address hmortonlevinson@jacksonwy.gov

Phone Number (ex. 402-473-9553) 307-733-3932

City Forestry Contact: Person who is responsible for completing and answering questions about this application.

First Name Andrew Last Name Erskine

Professional Title Urban Forestry Manager/Parks Manager

Address PO Box 811

City Jackson State WY Zip Code 83001

Email Address aerskine@tetoncountywy.gov

Phone Number (ex. 402-473-9553) 307-732-5793

Standard ①: Tree Board or Department

Frequency of Tree Board Meetings: ☐ Weekly ☐ Bi weekly ☐ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually

Chairperson: If your city or town has a Tree Board, list your chairperson or head board member. If your city or town doesn't have a Tree Board, list your city department or manager.

First Name Andrew Last Name Erskine

Professional Title Urban Forestry Manager/Parks Manager

Address PO Box 811

City Jackson State WY Zip Code 83001

Email Address aerskine@tetoncountywy.gov

Phone Number (ex. 402-473-9553) 307-732-5793

Other Tree Board Members or Staff

Full Name Paul Anthony-Planning Dept Email Address panthony@jacksonwy.gov

Full Name Johnny Ziem - Asst Director Public Works Email Address jziem@jacksonwy.gov

Full Name Sam Jewison - Steeets Manager Public Works Email Address sjewison@jacksonwy.gov

Full Name Frank Lane - Parks and Rec Board Member Email Address flane@wyoming.com

If additional Tree Board members are needed, please attach.

Steve Bigger -ISA Arborist Staff
Matt Moore -ISA Arborist Staff

sbigger@tetoncountywy.gov
Mmoore@tetoncountywy.gov

OVER

– Page 1 of 2 –

Standard ②: A Community Tree Ordinance

Date Current Tree Ordinance was established January 30, 2011

NEW Applicants (required): ☐ Current ordinance is attached.

RECERTIFICATIONS: ☒ Our ordinance as last submitted is unchanged and still in effect.
☐ Our ordinance has been changed. The new version is attached.

Standard ③: A Community Forestry Program with an Annual Budget of at Least \$2 per capita

Community Population 10,845

To review program standards and application resources, visit arborday.org/treecity.

Tree Planting and Initial Care	\$	<u>18897</u>
Tree Maintenance	\$	<u>57023</u>
Tree Removal	\$	<u>28800</u>
Management	\$	<u>15669</u>
Utility Line Clearance	\$	<u>0</u>
Volunteer Time (in hours)		<u>40</u> Hours
Other (please explain)	\$	
Total Community Forestry Expenditures	\$	<u>120389</u>

Please attach Annual Work plan (if required by your state) and supporting budget documents.

Trees Planted 12 Trees Pruned 85 Trees Removed 6

Standard ④: Arbor Day Observance and Proclamation

Date of observation May 14, 2022

☒ Proof of Arbor Day event is attached (activities, photos, and/or news coverage). ☐ Signed Arbor Day Proclamation is attached.

Mayor or Equivalent Signature

Title

Date

Application Certification To Be Completed By The State Forester:

Community: _____

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained therein, said community is eligible to be certified as a Tree City USA community, having in my opinion met the four standards required for recognition.

State Forester Signature

Title

Date

Mail completed application with requested attachments to your state forester no later than December 31 (unless your state has instituted a different deadline.)



STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Town Council Regular Mtg
Submitting Department:	Personnel/Town Clerk	Presenter:	Roxanne Robinson
Agenda Item:	Town Manager Contract	Public Comment:	Consent - Yes

Purpose & Policy Considerations.

The Town Council approves the Town Manager contract and selects the Town Manager for the Town of Jackson.

Requested Action.

Staff requests approval of the Town Manager Contract with Tyler Sinclair.

Recommendations.

Staff recommends the Town Council approve the Town Manager contract with Tyler Sinclair and authorize the Mayor to execute the contract on behalf of the Town of Jackson.

Background.

The Town Council has been working on expectations for the Town Manager and the job description for the Town Manager position as well as filling the Town Manager position since Larry Pardee's departure last year. The Town has worked with Heidi Brinkman and representatives from Baker Tilly to gather input from Directors and prepare a job description for the position. The job description for the Town Manager was approved in Resolution form in January of 2023 and the next step is to approve the Town Manager contract with Tyler Sinclair.

Analysis.

Key Question#1 for Consideration: Does the Council approve the Town Manager contract provisions as presented in the attached contract?

Key Question #2 for Consideration: Does the Council approve the appointment of Tyler Sinclair as the Town Manager for the Town of Jackson?

Possible Alternatives.

Comprehensive Plan & Priority Alignment.

The ability for the Town of Jackson to make progress towards realizing the community vision as stated in the comprehensive plan is dependent on efficient, effective, and stable leadership in Town government and filling the Town Manager position is critical in that regard.

Fiscal Impact.

The fiscal impact of approving the Town Manager contract is the difference between the Interim Town Manager's salary and the salary set forth in the new contract plus the associated personnel costs.

Staff Impact.

The staff impact of filling the Town Manager position with Tyler Sinclair is significantly positive in that it provides consistency in moving forward with Town leadership initiatives and management styles.

Attachments or Links.

Town Manager contract with Tyler Sinclair.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*
I move to approve the Town Manager contract with Tyler Sinclair as presented.

TOWN MANAGER CONTRACT

This Town Manager Contract ("Agreement") made and entered into this _____ day of March 2023, to become effective as of May 1, 2023 by and between the Town of Jackson, a municipal corporation of P.O. Box 1687, Jackson, Wyoming 83001 ("Employer"), and Tyler Sinclair, ("Employee"), both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Tyler Sinclair, as Town Manager of the Town of Jackson; and

WHEREAS, it is the desire of the Jackson Town Council to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as Town Manager,

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **DUTIES.** Employer hereby agrees to employ Tyler Sinclair, as Town Manager of the Employer to perform the functions and duties specified in Chapter 2.12 of the Municipal Code of the Town of Jackson, and to perform the additional duties and responsibilities:
 - A. Attend all meetings of the Town Council.
 - B. Serve as the Town's Emergency Management Coordinator.
 - C. Maintain a liaison role with community, public and private organizations and groups, and other public agencies.
2. **TERM.**
 - A. Employee agrees to remain in the full-time employ of Employer until June 30, 2025, and not accept other full-time employment.
 - B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of the Employee at any time, subject to the provisions set forth in Section 4 of this Agreement.
 - C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from their position with Employer, subject to the provisions set forth in Section 4 of this Agreement.
 - D. Unless written notice of a desire to terminate this Agreement is given by the Employer at least 180 days prior to the termination date provided herein, this Agreement shall be extended on the same terms and conditions herein provided, for an additional period of 2 years.
 - E. Employee may terminate this Agreement with 90 days' written notice.
3. **SUSPENSION.** Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement, but only if:
 - A. A majority of the Town Council and the Employee agree; or

- B. After hearing before the Town Council, which may be public at the request of the Employee, during which hearing a majority of the Town Council votes to suspend Employee for Cause; provided that Employee shall have been given at least 10 days' notice prior to such hearing by the Town Council.
- C. "Cause" shall mean: (i) Employee's conviction, whether following trial or by plea of guilty or nolo contendere (or similar plea), in a criminal proceeding (a) on a charge of any crime involving fraud, embezzlement, bribery, forgery, counterfeiting, extortion, dishonesty, or moral turpitude; or (b) on any felony or misdemeanor charge; (ii) any act or omission by Employee involving dishonesty, disloyalty, or fraud with respect to the Employer; (iii) Employee's breach of fiduciary duty to the Employer; (iv) Employee's substantial, willful, or repeated disregard of the lawful and reasonable directives of the Employer clearly communicated in writing to Employee, provided that if such disregard is capable of remedy Employee shall have 30 days from receipt of written notification of such disregard by the Employer in which to remedy such disregard; (v) Employee's gross negligence or willful misconduct with respect to the Employer; (vi) Employee's repeated alcohol or substance abuse while performing services for the Employer; or (vii) abandonment or gross dereliction of Employee's work duties.

4. TERMINATION, SEVERANCE PAY, AND NON-RENEWAL

- A. In the event Employee is terminated by the Town Council before expiration of the term without cause, and during such time that Employee is willing and able to perform their duties under this Agreement, Employer agrees to pay Employee their regular salary for 6 months and their health insurance coverage for 6 months, and Employee shall be entitled to continuation of health care coverage after such 6-month term as may be provided for in the Town of Jackson Personnel Policy Manual, and Employer agrees to allow the Employee to reside in the housing provided for in Section 8.A for 6 months, provided:
 - 1. That at such time as Employee shall take other employment, these payments shall terminate; and
 - 2. In the event Employee is terminated for Cause (as defined herein), then Employer shall have no obligation to pay any severance sum designated in this Agreement.
 - 3. In the event Employee voluntarily resigns their position with Employer before expiration of the term of this Agreement, then Employee shall give Employer 90 days' notice in advance, after which notice the parties may mutually agree to a different resignation date.
- B. In the event Employer provides less than 90 days' notice of non-renewal, Employee shall work through the end of the term of the Agreement. Additionally, Employee will receive their salary and benefits such that the remaining term of the Agreement combined with additional time after Agreement expires shall equal 90 days.

- 5. DISABILITY.** If Employee is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity, or health for a period of 90 consecutive days beyond any accrued sick or vacation leave, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of section 4. However, Employee shall be compensated for any Paid Time Off, compensatory time, and disability benefits as provided for in the Town of Jackson's Personnel Policy Manual.

6. SALARY.

- A. Employer agrees to pay Employee for services rendered at the rate of \$_____ annually, this salary being referred to herein as the "Base Salary." Said Base Salary shall be payable in installments at the same time as other employees of the Employer are paid. Any change in Base Salary shall require a written amendment to this Agreement; however, the Base Salary may be raised periodically for cost of labor and merit (or like additional) increases as granted to all other Town employees without amending this Agreement.
7. **PERFORMANCE EVALUATION.** The Town Council and Town Manager will review and evaluate the performance of the Employee during the term of this Agreement pursuant to the performance review and self-assessment process attached hereto.
8. **DISABILITY, HEALTH, LIFE INSURANCE AND OTHER COMPENSATION.**
- A. Employer agrees that during the term of this Agreement Employee shall receive the housing benefit set forth in the Offer of Reclassification/Promotion letter dated June 24, 2019.
- B. Employer agrees to put into force and to make all required premium payments for Employee for insurance policies for life, disability, dental, vision and medical insurance covering Employee and their dependents, and to make provision for payment of annual physical examinations of Employee, equal to that which is provided for all other employees of Employer.
- C. Employer agrees to provide hospitalization, surgical, and comprehensive medical insurance for Employee and their dependents and to pay all premiums thereon equal to that which is provided for all other employees of Employer.
9. **RETIREMENT.** Employee may participate in any Employer sponsored retirement program as provided for all other employees of Employer.
10. **VACATION.** Employee shall be entitled to the accrual and other leave as set forth in the Town of Jackson Personnel Policy Manual.
11. **DUES AND SUBSCRIPTIONS.** Employer agrees to budget and pay for the subscriptions and professional dues of the Employee which are necessary for full participation in national, state, and local associations.
12. **PROFESSIONAL DEVELOPMENT.**
- A. Employer hereby agrees to budget for and pay the travel and expenses of Employee for professional and official meetings and to continue the professional development of Employee and pursue the necessary organizational functions for the Employer. These shall include but are not limited to national, state and local governmental groups and committees on which the Employee serves as a member, and which are approved in advance by the Town Council.
- B. Employer also agrees to budget and pay for the travel and expenses of Employee for short courses, institutes, and seminars that are necessary for their professional development and for the good of the Employer.
13. **GENERAL EXPENSES.** Employer recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by Employee and agrees to reimburse or pay for such general expenses upon submittal of duly executed expense or cash vouchers, receipts, statements, or personal affidavits.
14. **INDEMNIFICATION.** Employer shall defend, save harmless and indemnify Employee against any unintentional tort, professional liability claim, or demand or other legal action whether groundless

or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Manager with the exception of any such action brought by the Town. Employer will compromise or settle any such claim or suit and will be responsible for the payment of any settlement or judgment rendered. If Employer proposes to settle any claim which would call for the Employee to admit guilt or wrongdoing, then such settlement shall not be consummated without the written approval of Employee. In the event Employee refuses to consent to such settlement, then Employer's liability for payment shall be limited to the amount for which it offered to settle the matter.

15. **BONDING.** Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

16. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT.**

All provisions of the Municipal Code of the Town of Jackson, and regulations and rules not otherwise modified by this Agreement shall apply to Employee the same as they do to all employees of the Employer.

17. **NO REDUCTION OF BENEFITS.** Employer shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of the Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

18. **NOTICES.** Notices pursuant to this Agreement shall be given by personal delivery or through certified mail of the United States Postal Service, postage prepaid and addressed as follows:

EMPLOYER

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

EMPLOYEE

Tyler Sinclair
P.O. Box 1364
Jackson, WY 83001

Notice shall be deemed given as of the date of personal service or written evidence of the execution of return receipt in the course of transmission through the United States Postal Service

19. **GENERAL PROVISIONS.**

- A. This text shall constitute the entire agreement between the parties and may not be modified or amended except in writing executed by both parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs and executors of the Employee.
- C. If any provision, or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, and shall be affected and shall remain in full force and effect.
- D. Employer 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.

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

IN WITNESS WHEREOF, The Town of Jackson has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Town Clerk, and the Employee has signed and executed this Agreement, as of the day and year first above written.

EMPLOYEE,

Name: Tyler Sinclair

TOWN OF JACKSON,

A municipal corporation
of the State of Wyoming

By: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Regular
Submitting Department:	Community Development	Presenter:	Susan Scarlata
Agenda Item:	WAM Resolutions	Public Comment:	Yes

Purpose & Policy Considerations.

For Town Council to approve Resolutions to submit for the Wyoming Association of Municipalities (WAM) to consider at its Summer Convention, June 8-10 in Cody, Wyoming.

Requested Action.

Staff requests that Council approve the four Resolutions suggested by Councilmembers and drafted by staff.

Recommendations.

Staff recommends Council approve the four attached Resolutions to submit to WAM by May 8.

Background.

At its December 19 Regular Meeting Town Council approved a Legislative Policy Approach and Agenda for staff to participate on statewide coalitions related to Town priorities; Hire a Legislative Advisor; Help other municipalities with policies and initiatives whenever possible; Work on developing and advancing bills with committee support; and to continue working with and Submit Resolutions to WAM.

The purpose of the Town of Jackson's 2022 Legislative Policy Approach is to inform response to any bills or legislative topics that have the potential to impact Jackson and begin to work on long-term strategies for advancing legislation that will have a positive impact on the Town specifically and our valley overall. This year developed a more structured process for Councilmembers to suggest possible Resolutions to submit to WAM. Interested Councilmembers filled out a form with potential topics, Council voted on those for staff to draft, and today Council is voting on the four approved Resolutions to submit to WAM by its deadline on May 8. Prior to WAM's Convention, staff will also bring back Resolutions submitted by other cities and towns for Council to consider and direct our Voting Delegate, Mayor Morton Levinson this year, about what to support at the convention.

Analysis & Key Policy Questions.

Resolutions, which are reviewed for adoption or denial at the Summer Convention in June, must be submitted to WAM by May 8. At its meeting on April 17, Council directed staff to write Resolutions about four suggested topics.

Resolutions the Town of Jackson submits should be germane to the functions and purposes of the Wyoming Association of Municipalities. They are intended to give municipalities the opportunity to participate in creating Legislative policies. WAM's Board of Directors uses these Resolutions as a basis to set Legislative priorities for the coming year. Resolutions are considered and voted on by WAM's Resolutions Committee made up of a Chair and six members who are Mayors, Councilmembers, Administrators, or other staff from member cities and towns appointed by WAM's President.

Staff drafted and has attached the following Resolutions.

1. A Resolution Urging WAM to Continue Leading Statewide Efforts for Action on Workforce Housing.
2. A Resolution Supporting Legislation to Decriminalize Medical Marijuana
3. A Resolution to Amend State Statute to Set Fees For Retail Liquor Licenses at a Fair Market Value

4. A Resolution Supporting Allowance of a Real Estate Transfer Tax

Key Question: Does Council approve and want to submit these four Resolutions to WAM?

Possible Alternatives.

Council could choose not to submit Resolutions this year and to participate in the process only by considering what other cities and municipalities bring to the table.

Comprehensive Plan & Priority Alignment.

Engagement with the State Legislature can help our community achieve the Comp 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 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.

Town Council approved travel expenses for Councilmembers that will attend WAM's Summer Convention in Cody, Wyoming June 7-9.

Staff Impact.

The Community Development Department works closely with the Interim Town Manager and Legislative Advisor to set and implement the Town's Legislative Approach, including submission of Resolutions to WAM.

Attachments or Links.

Four Resolutions

Suggested Motion.

I move to direct staff to submit the four Resolutions attached to this staff report to WAM.

**A RESOLUTION URGING THE
WYOMING ASSOCIATION OF MUNICIPALITIES
TO CONTINUE LEADING STATEWIDE EFFORTS
FOR ACTION ON WORKFORCE HOUSING**

WHEREAS, in 2022 The Wyoming Association of Municipalities (WAM) initiated a discussion about our state’s housing crisis to collaborate with the legislature and other stakeholders to find solutions for the current housing crisis in Wyoming; and

WHEREAS, WAM surveyed member communities about the current state of housing challenges and heard from forty-eight municipalities the majority of which indicated experiencing housing shortages; and

WHEREAS, 72% of respondents indicated that a lack of available workforce housing was hurting efforts to attract or grow business in their communities; and

WHEREAS, 64% of respondents indicated that it is more difficult to hire and retain Municipal employees because of the lack of workforce housing; and

WHEREAS, 90% of communities stated they would participate if the state chose to invest in housing and a majority shared that municipalities need the state’s help on workforce housing.

NOW, THEREFORE, BE IT RESOLVED that WAM supports and will continue to push for statewide review and action on the range of workforce housing challenges Wyoming’s communities are facing.

**A RESOLUTION SUPPORTING LEGISLATION TO
DECRIMINALIZE MEDICAL MARIJUANA**

WHEREAS, medical cannabis is legal in thirty-seven states and the District of Columbia; and

WHEREAS, states that have legalized medical cannabis benefit from related increases in tax revenues; and

WHEREAS, states that have legalized medical cannabis have also seen a 15-35 percent decrease in opioid overdose and abuse; and

WHEREAS, there is substantial evidence from a comprehensive study by the National Academy of Sciences and the National Academic Press that concludes cannabinoids are effective for treating chronic pain, chemotherapy induced nausea and vomiting, sleep disturbances related to obstructive sleep apnea, multiple sclerosis spasticity symptoms, and fibromyalgia; and

WHEREAS, it is important to ensure Wyoming-ites have access to all viable medical options that could address symptoms associated with chronic, painful, or terminal diseases.

NOW, THEREFORE, BE IT RESOLVED that WAM supports legislation to legalize the use of medical marijuana.

**A RESOLUTION TO AMEND STATE STATUTE TO SET FEES
FOR RETAIL LIQUOR LICENSES AT A FAIR MARKET VALUE**

WHEREAS, Retail Liquor Licenses are sold by municipalities for \$1,500, a fee set by the state; and

WHEREAS, it costs less to hold a Retail Liquor License than any other type of Liquor License in the state of Wyoming; and

WHEREAS, charging a fair market value for Retail Liquor Licenses, and establishing a scale that acknowledges the different type of businesses covered by each type of license would provide clarity for local businesses; and

WHEREAS, a sliding fee scale for all Liquor Licenses would also benefit Wyoming's cities and town; and

WHEREAS, the current system is inequitable for local government and different types of businesses.

NOW, THEREFORE, BE IT RESOLVED that WAM supports legislation to change state statute to develop a system based on fair market value of Retail Liquor Licenses and the establishment of a sliding scale for liquor licenses overall.

**A RESOLUTION SUPPORTING ALLOWANCE OF A
REAL ESTATE TRANSFER TAX**

WHEREAS, many municipalities in Wyoming are struggling to address the operating needs of their communities through existing taxing methods; and

WHEREAS, citizens of municipalities appreciate when additional tax revenues can be used to fund local priorities such as maintenance of infrastructure or workforce housing; and

WHEREAS, citizens of Wyoming value self-sufficiency and resources specific to one area of the state such as a real estate transfer tax, which could have a huge impact in certain localities, should be able to be levied and utilized to support the government and citizens in that jurisdiction; and

WHEREAS, the state's current tax code does not allow for this flexibility, so Towns, Counties, and the State of Wyoming have missed collections on billions in real estate sales in the last few years; and

WHEREAS, localities levying such taxes could develop diversified revenue streams and allocate location-specific exempt sales prices.

NOW, THEREFORE, BE IT RESOLVED that WAM supports, and urges the State of Wyoming to support, more flexibility for localities to levy taxes that make sense within their jurisdictions to be utilized for community priorities.

STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Katelyn Page
Agenda Item:	Item P23-019 - Request for a Subdivision Plat at the property addressed 175 S. Glenwood Street	Public Comment:	Yes

Purpose & Policy Considerations.

A Subdivision Plat is required to divide land or airspace, including condominiums and townhouse subdivisions, and all subdivision plats must be reviewed and approved by the Town Council at a public hearing per Section 8.5.4 of the Town of Jackson Land Development Regulations.

Requested Action.

The applicant is requesting approval of a Subdivision Plat for the Arts District West Condominium Addition to the Town of Jackson located at 175 S. Glenwood Street. This Subdivision Plat request follows the previously approved Development Plan and Building Permit for a 17-unit mixed use condominium building at 175 S. Glenwood Street.

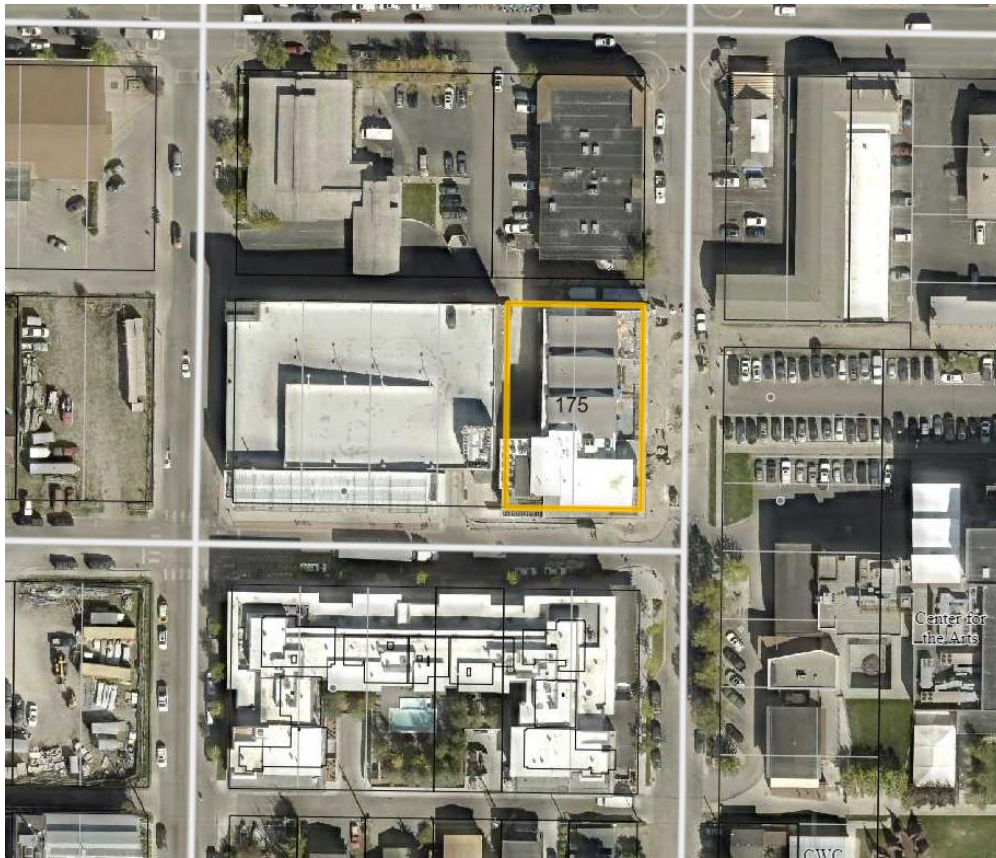
Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for Arts District West Condominium Addition to the Town of Jackson at the property addressed at 175 S. Glenwood Street, subject to the Land Development Regulations, the department reviews attached hereto, and the following condition(s) of approval:

1. Within sixty (60) calendar days from the date of Town Council approval, all departmental reviews shall be addressed to the satisfaction of the Town, and the Final Plat shall be recorded with the County Clerk, otherwise the subdivision plat shall expire.
2. Park and School Exactions shall be paid at the time of the Final Plat recording.
3. Concurrently with the recording of the Final Plat, the applicant shall work with the Jackson Teton County Housing Department and record Workforce Rental deed restrictions against the designated workforce units.
4. Immediately following recordation of the Final Plat, an Affidavit Affecting Title meeting the satisfaction of the Town, shall be recorded for each unit with Limited Common Element Encroachment.

Project Location.

The property is located at 175 S. Glenwood Street and is legally described as LOTS 11-12 of Block 2 of the Second Wort Addition to the Town of Jackson. An aerial photo and zoning map are shown on the following page:



Background/Project Description.

Background: This property is owned by Arts District Development, LLC, and was approved as Phase II of the Glenwood Simpson Planned Mixed-Use Development (PMUD). The corresponding building permit for this structure was issued in September 2020 (B20-0323). The PMUD approved a building of approximately 27,000 sf with about 5,200 sf of commercial space, 11 short-term rental units, and 3 employee deed-restricted units. The project is served by an underground parking garage with 25 spaces. Four (4) parking spaces for the employee units are required to be shared 100% with the commercial spaces.

The Arts District West mixed-use project includes 13 residential units and 4 commercial spaces that front S. Glenwood Street and W. Simpson Avenue. Of the 13 residential units, 3 are affordable workforce deed restricted. As of this the date of this staff report, the building has not received a Certificate of Occupancy. The building will be three stories, with commercial and residential on the first floor and residential on the two upper floors. Twenty-five (25) parking spaces are provided within an enclosed parking facility. Vehicular access to the parking facility is taken from the alley directly north of the property. Pedestrian access is provided at street level to both commercial and residential suites.

Project Description: The applicant is proposing a subdivision plat to subdivide the 10 residential and 7 commercial units into ownership condominiums. The development is approximately 26,689sf, 3 stories, and consists of 2 one-bedroom units, 3 two-bedroom units, 7 three-bedroom units, 1 four-bedroom unit, and 4 commercial units. Three (3) residential units will have special restrictions for affordable workforce rental housing recorded against the respective units (105, 106, and 107) which is consistent with the requirements of their approved development plan and housing mitigation plan. The deed restrictions were approved by Town Council at the April 17, 2023, regular meeting.

Analysis.

Staff finds that as conditioned, the proposed subdivision plat is in conformance with the LDRs, previously approved building permit. Park Exactions for 13 units is \$31,500 and School Exactions is \$19,500.

Comprehensive Plan & Priority Alignment.

Pursuant to Section 8.5.4.C (Subdivision Plat) of the Land Development Regulations, the following findings shall be made for the approval of a Subdivision Plat.

- 1. *Approved Development Plan.*** *The proposed Subdivision Plat shall be in substantial conformance with an approved development plan or development option plan.*

Complies. The project is in substantial conformation with previously approved Planned Mixed-Use Development (PMUD) and Development Plan (P18-156).

- 2. *Complies with Section 8.5.4.*** *The proposed Subdivision Plat shall comply with Section 8.5.4 – Subdivision Plat.*

Complies. Staff finds that, as conditioned, the proposed subdivision plat complies with the standards of Section 8.5.4 – Subdivision Plat in regards to the purpose, applicability, required documentation information, and review process.

3. *Complies with Division 7.2.* *The proposed Subdivision Plat shall comply with Division 7.2 – Subdivision Standards.*

Complies. The proposed subdivision plat, as conditioned, meets the standards of Division 7.2 pertaining to the provision of such requirements for new roads, water and sewer infrastructure, utilities, parks, and other physical improvements necessary to safely serve the newly subdivided property and minimize impacts on existing community services and infrastructure.

4. *Other Relevant Standards/LDRs.* *The subdivision plat shall comply with all other relevant standards of these LDRs and other Town Ordinances.*

Complies. Staff finds that, as conditioned, the proposed subdivision plat complies with the provisions of the LDRs. In addition, the subdivision complies with all other Town Ordinances.

Fiscal Impact.

Park Exactions - \$31,500

School Exactions is \$19,500

Public Comment.

No public comment received.

Staff Impact.

The amount of staff time to review, research and write this report including future work to send final letters and obtain signatures for the plat is approximately 50 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Applicant Letter of Response to Dept. Reviews

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

I move to **approve** Subdivision Plat (P23-019) for the Arts District West Condominium Addition to the Town of Jackson at the property addressed at 175 S. Glenwood based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated May 1, 2023.



PERMIT NOTES

Report Run On: Tuesday, 25 April
2023 16:03

Permit # P23-019

Parcel # : 22-41-16-33-1-08-004

Site Address: 175 S GLENWOOD STREET

Project Name: Condo Plat - 175 S Glenwood Ave.

Note Type	Note Code	Text	Created By	Begin Date	End Date
CONDITIONS		1. Consistent with Housing Department comments on previously reviewed physical development permits, parking for residents of the restricted housing units is required to be available on site in the underground parking garage. The draft CC&Rs provided in this plat application reserve all parking spaces to the Declarant "until such time as the individual Parking Spaces and/or Storage Units shall be assigned by the Declarant to an Owner or Unit." Prior to Certificate of Occupancy issuance for B19-0323, the applicant shall demonstrate to the Housing Department that this condition has been met via assignment of parking spaces via deed or Supplemental Declaration and by numbering and/or signing of the spaces. 2. Prior to recordation of the plat and associated documents, CC&Rs shall be amended to include the standards of Section 3-3.G Standards for Assessments Imposed by Covenants, Conditions and Restrictions of the Jackson/Teton County Housing Department Rules & Regulations.	KMALONE@JAC KSONWY.GOV	04/25/23	4/25/23
CONDITIONS		(Duplicate review note intended for disclaimer) As of 3.22.22, Planning Dept feedback from applicant team indicates that they are confident in their legal and title advice to plat with an encroachment (existing) rather than terminating the existing encroachment for balconies etc. and recording an easement agreement for balconies etc. extending into the public right of way. Based on this determination from applicant's legal council, staff review notes below reflect the decision to review plat with existing encroachment and includes no notes indicating a required easement rather than an encroachment to be required for plat that includes common element extending into the public right of way. Park Exactions of \$31,500, School Exactions of \$19,500 and review fees shall be paid prior to recordation. Planning Comments regarding Plat and CC&Rs: 1. The Certificate of Owners needs to be clear that the condo owners do not own any of the LCE-Encroachment (unit #) but are responsible for all costs and undertaking for its maintenance. a. Revise Certificate of Owner paragraph 9 to reference the Encroachment Agreement recorded as Doc. 1041232 b. Revise Certificate of Owner paragraph 10 to clarify which "encroachment portions" are being referred to. Staff suggests referencing LCEE or Doc. 1041232 c. Revise Certificate of Owner paragraph 20 to	KPAGE@JACKS ONWY.GOV	04/24/23	4/24/23



PERMIT NOTES

separate the encroachment agreement doc(s) regarding shoring nails and the encroachment agreement doc(s) regarding canopy/balconies etc.

Add paragraph to Certificate of Owner "That access to stormwater facilities, including pipelines, manholes, sand/oil separators, traps, pumps, and appurtenances is hereby granted to the Town of Jackson."

Prior to recordation, applicant shall update plat to include a description (staff suggests using numbers) for each parking stall and each storage unit. Staff will review and approve prior to recordation.

Prior to recordation, applicant shall provide CC&R exhibits assigning parking and storage units. Staff will review and approve prior to recordation.

Prior to recordation, Survey and Title technical review comments dated 4.24.23, as well as plat sheets physically red-lined by the County Surveyor as part of his 04.24.23 review, shall be addressed by applicant and reviewed and approved by Staff.

Separate Affidavits Impacting Individual Unit Title Required:
Immediately following recordation of Plat, an Affidavit Affecting Title shall be recorded for each unit with LCEE (Limited Common Element Encroachment) citing the impacts of encroachment Doc. 1041232. The applicant shall submit said affidavits for review and approval by staff within thirty (30) days of Town Council approval of the Plat.



PERMIT NOTES

Note Type	Note Code	Text	Created By	Begin Date	End Date
CONDITIONS		FINAL PLAT APPROVED P23-019 ADDRESS: 175 S Glenwood OWNER: Arts District West, LLC APPLICANT: Y2 Consulting 4/24/2023 Brian Lenz and Scott Morhor, 733-3079 DATE OF SUBMITTAL: April 17, 2023 DATE OF MATERIALS: Plat March 27, 2023 REVISION NO.: 03 BOND FOR MONUMENTATION: \$2000 Bond will be released once monumentation for the subdivision has been set, or verified to be in place and not disturbed by written statement by a licensed surveyor. The engineering division has reviewed your application for a FINAL PLAT submitted on and with application materials as dated above. THE FOLLOWING ITEMS SHALL BE REVIEWED AND REVISED AS NECESSARY: DECLARATION OF CONDOMINIUM A. 2.6: Limited Common Elements Deck is listed twice, Limited Common Elements Encroachment is not listed. B. 2.7: Lists Propane Gas but this is likely Natural Gas if connected to the local distribution network.	BTLENZ@JACKSONWY.GOV	04/24/23	4/24/23
CONDITIONS		See attached letter from Nancy Hughes (Title 22) dated 04.24.23	KPAGE@JACKSONWY.GOV	04/24/23	4/24/23
CONDITIONS		See attached letter from Todd Cedarholm Dated 04.24.23 See redlined plat sheets physically delivered to applicant during meeting 04.26.23	KPAGE@JACKSONWY.GOV	04/24/23	4/24/23
GENERAL		See attached review	ALANGLEY@JACKSONWY.GOV	04/24/23	
GENERAL		Resubmittal fee 50%	ALANGLEY@JACKSONWY.GOV	04/17/23	
CONDITIONS		See attached letter from County Surveyor dated 04.06.23	KPAGE@JACKSONWY.GOV	04/06/23	4/6/23
GENERAL		See attached letter from Nancy Hughes (Title 22) dated 03.22.23	KPAGE@JACKSONWY.GOV	03/22/23	3/22/23



PERMIT NOTES

Report Run On: Tuesday, 25 April
2023 16:03

CONDITIONS

Park and School Exactions and review fees due prior to recordation.

KPAGE@JACKS 03/21/23
ONWY.GOV

3/21/23

Disclaimer: Planning Staff has communicated to applicant that resubmittal package is required by end of day Monday, March 27, 2023 in order to appear before the May 1, 2023 Town Council Meeting. Under LDR Sec. 8.5.4.F (Review Process) Planning Staff has until May 17, 2023 (90days from application sufficiency) to bring the item before Town Council.

As of 3.22.22, Planning Dept feedback from applicant team indicates that they are confident in their legal and title advice to plat with an encroachment (existing) rather than terminating the existing encroachment for balconies etc. and recording an easement agreement for balconies etc. extending into the public right of way. Based on this determination from applicant's legal council, staff review notes below reflect the decision to review plat with existing encroachment and includes no notes indicating a required easement rather than an encroachment to be required for plat that includes common element extending into the public right of way.

Planning Comments regarding Plat:
Plat description of balconies and other encroaching elements in public right of way (Planning suggests LCE-E___ (for encroachment then include a unit number) must have a matching description or definition within the CC&Rs

The Certificate of Owners needs to be clear that the condo owners do not own any of the LCE-Encroachment (unit #) but are responsible for all costs and undertaking for its maintenance. The paragraph in the Certificate of Owners must state (at minimum):

- a. The LCE- Encroachment are subject to the Encroachment Agreement recorded as Doc. 1041232
- b. The LCE-Encroachment portions are not part of the ownership of a condominium unit and never can be.
- c. The LCE-Encroachment must be maintained by the corresponding condominium unit owner.

No Required Easement:

Previous Planning Staff discussion with applicant team addressed need for required easement. Based on feedback from applicant's legal council explained above, said easement agreement is not required.

No Separate Affidavits Impacting Individual Unit Title Required:

Previous Planning Staff discussion with applicant team addressed need for recorded affidavits (describing easement) against individual unit titles. Based on feedback from applicant's legal council explained above, said affidavits are not required.



PERMIT NOTES

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		See attached letter from Todd Cedarholm Dated 3.14.23	KPAGE@JACKSONWY.GOV	03/14/23	3/14/23
DEFICIENCY		FINAL PLAT INSUFFICIENT P23-019 Subdivision Plat ADDRESS: 175 S Glenwood OWNER: Arts District West, LLC APPLICANT: Y2 Consulting 3/6/2023 Scott Mohror, (307) 733-3079 DATE OF SUBMITTAL: 02/15/2023 DATE OF MATERIALS: 02/14/2023 REVISION NO.: 01 BOND FOR MONUMENTATION: \$2,000 Bond will be released once monumentation for the subdivision has been set or verified to be in place and not disturbed by written statement by a licensed surveyor. The Engineering Division has reviewed your REVISION to the application for a FINAL PLAT submitted on and with application materials as dated above. PRIOR TO PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED: CERTIFICATE OF ACCEPTANCE 1. Correct Riley Taylor, Clerk to read Riley Taylor, Town Clerk (two locations). 2. Correct Paul Anthony, Planning Director to read Paul Anthony, Town Planning Director (two locations). CERTIFICATE OF SURVEYOR 1. Correct Certificate of Owners to Certificate of Owner in the 4th paragraph. CERTIFICATE OF OWNER 1. Correct Glenwood + Simpson Condominiums to read Glenwood + Simpson Addition to the Town of Jackson in paragraph 8. 2. Add note that this subdivision is subject to the Town of Jackson stormwater system through a sand/oil separator. The sand/oil separator is maintained by the Glenwood + Simpson Condominium Homeowners Association as described in the Declaration of Condominium for the Glenwood + Simpson Addition to the Town of Jackson recorded contemporaneously herewith. 3. Add note that windows, screens, or other means may not be installed in the openings of decks encroaching into the public way and openings shall remain unobstructed. 4. Correct signature block to read (Manager). MORTGAGEE CONSENT 1. Correct Glenwood + Simpson Mixed Use Building Map to read Glenwood + Simpson Addition to the Town of Jackson in both paragraphs.	SMOHROR@JACKSONWY.GOV	03/06/23	4/24/23



PERMIT NOTES

NOTES

1. Correct Glenwood + Simpson Mixed Use Building Map to read Glenwood + Simpson Addition to the Town of Jackson in Note 1.
2. Correct City to read Town in Note 2.
3. Add a note for, the water connection is to the TOWN OF JACKSON WATER DISTRIBUTION SYSTEM.
4. Add a note for, THIS SUBDIVISION WILL BE SERVED BY THE TOWN OF JACKSON WATER SUPPLY AND DISTRIBUTION SYSTEMS.
5. Add a note for, the sewer connection is to the TOWN OF JACKSON SEWER COLLECTION SYSTEM.
6. Add a note for, THIS SUBDIVISION WILL BE SERVED BY THE TOWN OF JACKSON SEWAGE COLLECTION AND TREATMENT SYSTEMS.
7. Add a note, the sand/oil separator connection is to the TOWN OF JACKSON STORMWATER COLLECTIONS AND TREATMENT SYSTEMS.
8. Add a note for, THIS SUBDIVISION WILL BE SERVED BY THE TOWN OF JACKSON STORMWATER COLLECTION AND TREATMENT SYSTEMS.
9. If applicable, add a note for, there are no mapped active class A or B faults on or within 200 feet according to USGS Seismic Hazard mapping current at the time of the survey.
10. If applicable, add a note "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE".

PLAT SHEETS:

1. Sheet 2 of 6, Unit Map, Verify the section quarters and section are correct.
 2. Leader indicating the Site Location is pointing to the incorrect lot. Correct the leader.
 3. Sheets 2-6 of 6, Lots 11 and 12 of Block 2 font size is smaller than on Sheet 1 of 6. Correct the font size.
 4. Sheet 5-6 of 6, General Notes, 4th note, provide the base elevation in the note.
 5. Provide the correct PE & LS number in the note.
 6. Correct the vertical datum reference to the correct datum.
-



PERMIT NOTES

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		This is what I found: The Plat lists 22 units and on the CCRs, the retail units are not listed. Are they part of the CCRs? The names of the Town persons are not called out. Brian Lenz is the only one called out as Town Engineer. Under the Certificate of Owner: .That access to the subdivision is from the alley way at the north end of Lots 11 & 12 off Glenwood and through that beneficial public access, utility, and maintenance easement adjacent to subject property as set forth in instrument No 0900327This is a Quitclaim Deed. Should the reference be to document No 0583871, The Affidavit? .That access across driveways located within the subdivision is hereby granted to emergency vehicles including ambulance, fire, and police vehicles. Is this going to be the Easement between the subdivision and the town? Is there going to be an Easement filed? That access to sewer and water facilities including pipelines, manholes, meters, and valves is hereby granted to the Town of Jackson. Again, is this going to be the Easement between the subdivision and the town? Will there be another easement filed? Corri	ALANGLEY@JA CKSONWY.GOV	02/23/23	
DEFICIENCY		see file	ALANGLEY@JA CKSONWY.GOV	02/15/23	4/6/23
CONDITIONS		(2/7/2023 12:59 PM KP) Insufficient	MIGRATION	02/10/23	4/6/23
GENERAL		Permit SubFees: P23-019 Fee Details: Fee: PLATTING PFP FINAL PLAT Formula: QTY: 0 AMT: 1202 Account:	MIGRATION	02/10/23	



PERMIT NOTES

Note Type	Note Code	Text	Created By	Begin Date	End Date
CONDITIONS		(1/31/2023 2:54 PM AL) We have a couple of questions regarding the Plat for The Condominiums for the Arts District West LLC. The first page of the Plat is a little confusing. 1. Plat that was emailed states Final Plat Glenwood + Simpson Mixed Use Building etc. 2. The legal description also calls out the Original Plat, Plat Book 129. Should this be included in the legal description? 3. The Certificate of Acceptance signatures for the Mayor and Town Clerk doesnt have a notary acknowledgement. 4. Is the Certificate of Developer the same as Certificate of Ownership? 5. Unclear about the Certificate of Dedication. Is this part of the Certificate of Ownership too? 6. The Certificate of Recording, Teton County Clerk, The Condominium Map is part of the Glenwood + Simpson Mixed Use Building. Will people know the Condominium Map is on Page 2? 7. With the Declaration of Condominium being filed after the Plat is recorded, on page 12, 5.9 legal description of the document, will all the units be listed, so there is reference to the legal descriptions being a part of said Plat? Thank you, Corri	MIGRATION	01/31/23	2/23/23
LEGACY FINANCIAL		Receipt Number: 2023-4260 Receipt Date: 01/27/2023 Payment Method: Check TRANSACTIONS Fee Type: Fee Amount: PLATTING - PLATTING 1202 1202 AMOUNT PAID:	MIGRATION	01/27/23	

TITLE 22 CONSULTANTS SUPPLEMENTAL PLAT REVIEW

ARTS DISTRICT WEST CONDOMINIUM ADDITION TO THE TOWN OF JACKSON

Overview

This report is a supplement to that Plat Review dated March 22, 2023 in regard to a prior submittal for P23-019, Arts District West Condominium Addition to the Town of Jackson. The applicant has submitted a revised plat, which is the subject of this supplemental review.

Part 1: Review of changes made in response to prior review, and additional related comments

1. Name of Plat

All references to “Glenwood + Simpson Addition to the Town of Jackson” and the “Glenwood + Simpson Mixed Use Building Map” have been deleted and replaced (in most instances) with “Arts District West Condominium Addition to the Town of Jackson.”

However, we find at least four instances where the name is shown as “Arts District West Condominium Addition of the Town of Jackson.” The applicant should locate and correct these errors.

2. Common Element Encroachments

Paragraphs 9, 10, and 11 in the Certificate of Owner address the Limited Common Element Encroachments as follows:

That no ownership to any area noted as Limited Common Element – Encroachment (LCEE) is granted, however, unit owners are responsible for all costs and maintenance associated with the respective areas;

Encroachment portions are not part of the ownership of a condominium units and never will be.

The LCE–Encroachment for each unit must be maintained by the corresponding condominium unit owner

- It would seem this section should reference the Encroachment Agreement at 1041232, upon which these rights are based.
- Instead, the Certificate of Owner includes the following, which is not entirely accurate, as 1041230 (as amended by 1041231) is in regard to encroachments created by a soil nail shoring system. Instrument 1041232 is in regard to the encroachment of covered sidewalk canopies, balconies, and supporting posts.

That the foregoing subdivision is subject to or benefits from the following of record in the office of the County Clerk at the time of recordation of this plat:

An electrical easement to Lower Valley Energy as recorded on Doc 1029255 records of Said Office;

An Encroachment Agreement as recorded on Document# 1041230, amended in Document #1041231 and further agreed by Document# 1041232 recorded in Said Office;

- Legal counsel should review the encroachment language on the plat to make sure it is consistent with statements in the Condominium Declaration as well as the Encroachment Agreement at 1041232, which includes the following statement:

WHEREAS, Encroaching Party recognizes that it cannot acquire any right, title, or interest in and to the said public rights-of-way by adverse possession or otherwise due to the encroachment.

- The General Common Element Encroachments are not addressed in the Certificate of Owner.

3. Certificate of Surveyor

The items noted in the prior review have been corrected.

Please make the following additional corrections:

- The 3rd paragraph contains a redundancy as follows: “That to the best of my beliefs and knowledge, the dimensions of the land, buildings, common elements...to the best of my knowledge.”

- The 3rd paragraph also contains one of the instances of “Condominium Addition of the Town of Jackson” noted above.
- Signature line for David A. Ferhringer is missing.

4. Certificate of Owner

The missing title exceptions noted in the prior report have been added.

The paragraph regarding GCE has been improved (now paragraph 7), but the “and” in the following phrase needs to be deleted in order to make a correct sentence: “...and is hereby limited to the use and enjoyment...”

Issues with the signature block cited in the prior report have been partially addressed. Please add “a Wyoming limited liability company” after “Arts District West” and change “by: -----” to “by Stephen C. King as Manager of Arts District West, LLC, a Wyoming limited liability company.”

Please also make the following additional corrections:

- Paragraph 12 – the of/to naming issue again
- Paragraph 17 - change “show” to “shown”
- Add a statement that Special Restrictions for Affordable Rental Housing are to be recorded concurrently with the plat.
- Add a statement that a Supplemental Declaration regarding parking and storage will be recorded.
- Paragraph 18 includes some unusual language. The developer is reserving the right of ingress and egress (expected/normal), but then also attempts to grant themselves the right of ingress and egress. This seems to be redundant and atypical, perhaps have legal counsel determine if there is some reason this is worded this way (?).
- The last paragraph states, “That windows, screens, *or other means* may not be installed...” It’s unclear what is meant by “or other means,” perhaps something was dropped from this sentence (?).

5. Mortgage Consent

The unusual language regarding the Mortgagee Consent shown on the prior version of the plat has been deleted and replaced with an Affidavit to be recorded separately.

However, paragraph 2 of the Affidavit should include the recording information of the mortgage (instrument 995136 as modified by instrument 1054392).

6. Land Use Summary

A Project Summary has been added to Sheet 1, and Area Tables have been added to the sheets depicting the condominium units. We defer to the County Surveyor as to sufficiency.

7. Vicinity Map

An updated Vicinity Map and Boundary Map have been added to Sheet 2. While we defer to the County Surveyor as to sufficiency, we do note the following:

- The building footprint on the Boundary Map is only partially depicted.
- The Vicinity Map is very general, and lacking in detail.
- The LVE Easement at 1029255 is shown as running underneath the building. Is this accurate at this point in time? Is this acceptable?

8. Legend

The confusing/indistinguishable legend keys and symbols have been corrected/clarified.

- However, the common element designations still need to be listed. *It's OK to include the statement that the definitions are included in the Condominium Declaration*, but the applicant still needs to include the names that correspond to the labels on the face of the plat, as follows:

GCE	General Common Element
LCE	Limited Common Element
LCE-M	Limited Common Element Mechanical
LCEE	Limited Common Element Encroachment
Etc.	Etc.

- The Sheet 3 Legend is missing the LCEE symbol.
- The LCEE symbol as included in the Legend consists of right leaning diagonal lines. However, when depicted on the plat, the LCEE is shown as left leaning diagonal lines, and therefore do not match.
- The legend should state that the L designation followed by a unit number is the loft portion of the 3rd floor unit of the same number.

9. Section Views

The section views appear to be acceptable from a title standpoint, but we defer to the county surveyor as to sufficiency.

Part 2: Additional Comments/Corrections not addressed in Part 1

The primary concern/issue not completely addressed above relates to the common elements, the descriptions/definitions/designations thereof, and consistency between the plat and condominium declaration as set forth below:

1. The “General Notes” section of the plat cites:

- General Common Element
- Limited Common Element
- Limited Common Element – Mechanical
- Limited Common Element – Parking
- Limited Common Element – Deck

But the Condominium Declaration cites:

- General Common Element
- Limited Common Element
- Limited Common Element – Mechanical
- Limited Common Element – Parking
- Limited Common Element – Deck (note: this is cited twice in Paragraph 2.6)
- Limited Common Element – Storage (not cited in “General Notes” on plat)
- Limited Common Element – Encroachment (not cited in “General Notes” on plat)
- General Common Element – Encroachment (not cited in “General Notes” on plat)

2. Sheet 5 of the plat shows “LCE Attic” which is not otherwise cited, defined, or shown. Also, there are no unit numbers after the LCE Attic designations to show the appurtenant unit.

Similarly, there are areas shown as “LCE Hallway” – same issues as noted above.

3. There are no LCE-Storage, LCE-Parking, or LCE-Deck designations shown anywhere on the plat that we can see.

- There are some “LCE” areas adjacent to some of the units which appear should be designated LCE-Deck; please review and correct.

- The basement floor is shown as all LCE or GCE. Presumably, the LCE areas should be LCE-Parking and LCE-Storage. It appears the parking and storage areas should be somehow numbered, as the intention is to later assign the spaces via instrument to be recorded separately. How would you assign them if they have not been identified on the plat?

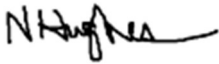
One way would be to record a separate map, but that seems unnecessarily complicated, and would force people to review multiple documents to comprehend the parking/storage situation and assignments.

- ALSO – there are no dimensions shown for the LCE parking and storage areas. We will defer to the County Surveyor, but it appears this should be addressed.
4. The mechanical areas are all shown as “LCE -M.” Are these really limited common elements, rather than general common elements? If so, to which units are these areas appurtenant?
 5. The Condominium Declaration should include sections addressing the following:
 - Lack of ownership, via adverse possession or otherwise, due to the recorded Encroachment Agreement at 1041232 and the fact that land outside of the plat has been platted and included in the common elements.
 - Language consistent with the Certificate of Owner regarding the cost and maintenance of the LCE-E areas.
 6. Random/Miscellaneous Additional Comments
 - Sheet 1: Fix formatting as to Paul Anthony’s signature
 - Sheet 1: Capitalize “Mayor” in the acknowledgement
 - Sheet 1: Add a signature line to the Certificate of Engineer
 - Sheet 1: Table of Contents – change “Lot Units” to “Loft Units”

PLAT REVIEW – Disclaimer

Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat.

Plat Review submitted by:



 4.23.23

Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company



Todd Cedarholm, PLS

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

April 24, 2023

ATTN: Katelyn Page, Planner

**RE: P23-019, Condominium Plat of Lots 11-12, Block 2, Second Wort Addition
Glenwood + Simpson Condominium Addition**

Dear Katelyn:

I have reviewed the revised-revised plat dated 3-27-2023 accompanying the P23-019 application. I would suggest that the surveyor address the following items:

Sheet 1

- A complete Summary of Units including unit type and area in square feet for each unit must be shown, see attached example.
- Paragraph 3 of the Certificate of Surveyor contains redundant statements.
- Paragraph 3 also describes the plat as being "... of The Town of Jackson" whereas the title block on all sheets describes "... to The Town of Jackson".
- The Certificate of Surveyor lacks space for a signature and LS stamp.
- The revision date on all sheets has not been updated.

Sheet 3

- There are several areas that appear to be Common Element areas that lack any labeling.
- The bearing and distance annotation along the south line of the basement and first floor appears to be a stray because it differs from the boundary/footprint annotation on sheet 1.
- The distance label on the south line of the first-floor plan, "97.83" is illegible due to its location.
- The bearing and distance shown on the east line does not match either the boundary or building footprint on Sheet 2.
- The cross-section labels are drafted too small and are illegible.

Sheet 4

- There are several areas that appear to be Common Element areas that lack any labeling.
- The bearing and distance annotation along the south line of the 2nd and 3rd floor appears to be a stray because it differs from the boundary/footprint annotation on sheet 1.
- The distance label on the south line of the 2nd and 3rd floor plans, "97.83" is illegible due to its location.
- The bearing and distance shown on the east line does not match either the boundary or building footprint on Sheet 2.
- The cross-section labels are drafted too small and are illegible.
- A line type with a dash and 4 dots is not defined in the legend and the area it encompasses is not labeled.
- The LCE and LCEE labels are poorly drafted and overlap annotation.

- There are numerous instances of annotation being placed on top of line work making the annotation illegible.
- There are numerous instances of annotation that is too small to legibly reproduce from a scan.
- Labels located in hatched areas should be masked over the hatch.
- The hatching around the perimeter of the encroachment areas on the third floor seems unnecessary and confusing and it also blocks out necessary annotation.

Sheet 5

- There are several areas that appear to be Common Element areas that lack any labeling.
- The bearing and distance annotation along the south line of the loft appears to be a stray because it differs from the boundary/footprint annotation on sheet 1.
- The distance label on the south line of the 2nd and 3rd floor plans, "97.83" is illegible due to its location.
- The bearing and distance shown on the east line does not match either the boundary or building footprint on Sheet 2.
- The cross-section labels are drafted too small and are illegible.
- A line type with a dash and 4 dots is not defined in the legend and the area it encompasses is not labeled.
- The LCE and LCEE labels are poorly drafted and overlap annotation.
- There are numerous instances of annotation being placed on top of line work making the annotation illegible.
- There are numerous instances of annotation that is too small to legibly reproduce from a scan.

Sheets 3-8

- There are numerous significant discrepancies between the cross sections and plan views, I have prepared redline copies of Sheets 3-8 showing discrepancies between plan and elevation views, missing labels, incorrect labels etc. to assist the applicant with corrections. The applicant would be best served to recheck the final version of the plat before resubmittal as this reviewer may not have identified all mistakes. The applicant may use and copy these sheets but they are the property of the reviewer and must be returned for the County Surveyors records.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,



Todd Cedarholm, PLS
County Surveyor, Teton County, Wyoming

TOTAL ACREAGE: 0.405 ACRES (17,642 sq. ft.)

AREA OUTSIDE BUILDING LINE: 0.077 ACRES (3,336 sq. ft.)

AREA WITHIN BUILDING LINE: 0.328 ACRES (14,306 sq. ft.)

NUMBER OF COMMERCIAL UNITS: 2

NUMBER OF RESIDENTIAL UNITS: 24

TOTAL NUMBER OF CONDOMINIUM UNITS: 26

NUMBER OF UNITS PER ACRE: 0.02

SUBMITTAL DATE:

FINAL SUBMITTAL DATE:

SQUARE FOOTAGE OF CONDOMINIUM UNITS

COMMERCIAL UNIT

UNIT 101: 1,110 sq. ft.

UNIT 102: 1,145 sq. ft.

RESIDENTIAL UNITS

UNIT 201: 732 sq. ft.

UNIT 202: 1,002 sq. ft.

UNIT 203: 680 sq. ft.

UNIT 204: 680 sq. ft.

UNIT 205: 683 sq. ft.

UNIT 206: 1,145 sq. ft.

UNIT 207: 1,272 sq. ft.

UNIT 208: 683 sq. ft.

UNIT 209: 680 sq. ft.

UNIT 210: 680 sq. ft.

UNIT 211: 773 sq. ft.

UNIT 212: 699 sq. ft.

RESIDENTIAL UNITS

UNIT 301: 732 sq. ft.

UNIT 302: 1,002 sq. ft.

UNIT 303: 680 sq. ft.

UNIT 304: 680 sq. ft.

UNIT 305: 683 sq. ft.

UNIT 306: 1,145 sq. ft.

UNIT 307: 1,272 sq. ft.

UNIT 308: 683 sq. ft.

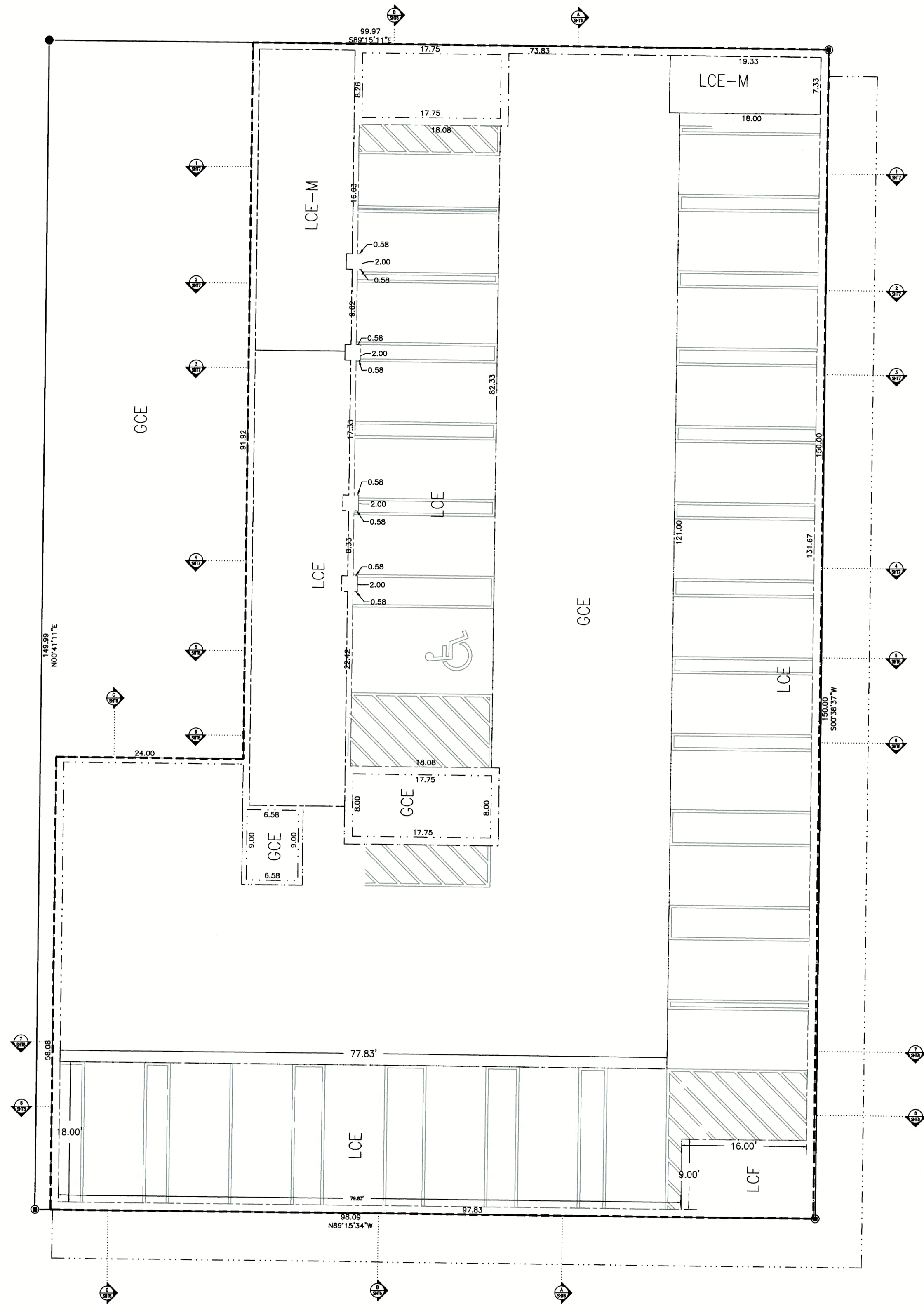
UNIT 309: 680 sq. ft.

UNIT 310: 680 sq. ft.

UNIT 311: 773 sq. ft.

UNIT 312: 699 sq. ft.

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BASEMENT FLOOR

LEGEND

- Property Boundary
- Building Footprint
- Max Envelope of Building
- Unit Boundary
- Change in Ceiling Height
- General Common Elements
- Limited Common Elements
- General Common Elements - Encroachment

GENERAL NOTES

PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.

MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.

PLAN VIEW BUILDING ANGLES THAT APPEAR TO BE RIGHT ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO BLOCK CORNERS WITH TIES TO THE TETON COUNTY CONTROL NETWORK. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.

ELEVATIONS DEPICTED HEREON REFERENCE NAVD88 VERTICAL DATUM.

FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, LIMITED COMMON ELEMENT, LIMITED COMMON ELEMENT - MECHANICAL, LIMITED COMMON ELEMENT - PARKING AND LIMITED COMMON ELEMENT - DECK, REFER TO THE CONDOMINIUM DECLARATION FOR THE ARTS DISTRICT WEST CONDOMINIUM ADDITION OF THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING ON THE SAME DATE AS THIS PLAT.

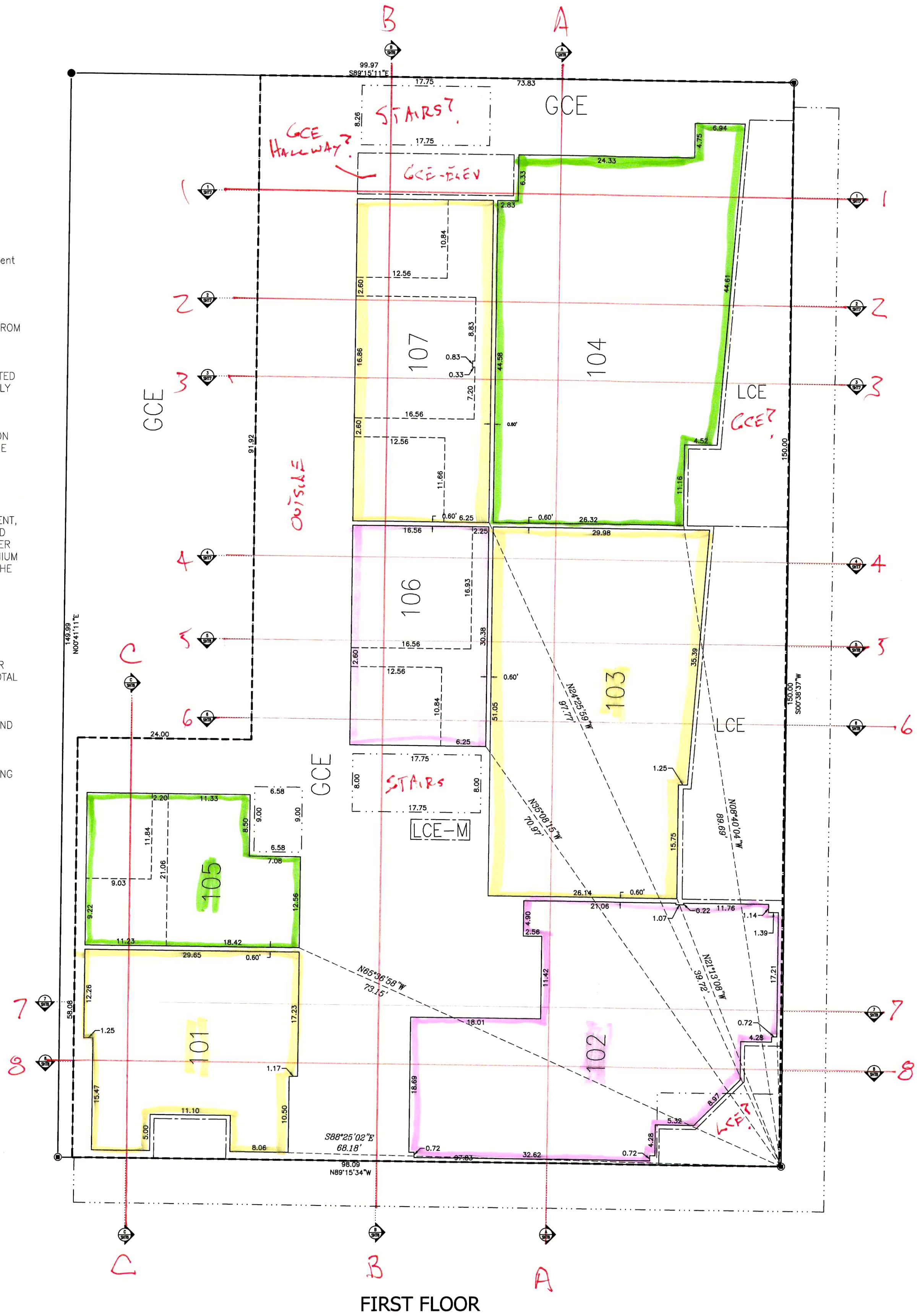
ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.

INTERIOR DIMENSIONS ARE TO FACE OF SHEET ROCK.

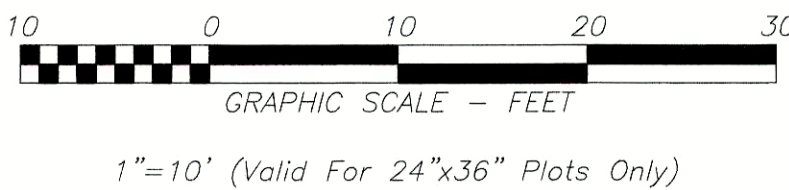
UNIT AREAS SHOWN REPRESENT THE AREA AT THE SPECIFIED BUILDING FLOOR LEVEL ONLY. REFER TO THE UNIT AREA TABULATION ON SHEETS 3-5 FOR TOTAL UNIT AREAS.

IN THE EVENT OF DISCREPANCIES BETWEEN PLAN UNIT DIMENSIONS AND THE CONSTRUCTED BUILDING, THE PHYSICAL LOCATION OF THE WALLS, CEILINGS AND FLOORS COMPRISE THE UNIT BOUNDARIES.

BUILDING FOOTPRINT SHOWN HEREON DOES NOT INCLUDE ROOF EAVES/OVERHANGS. SEE BUILDING CROSS SECTIONS FOR ROOF EAVE/OVERHANG LOCATIONS. ROOF EAVES AND DECKS ENCRROACH INTO PUBLIC RIGHT OF WAY AND ARE SUBJECT TO AN ENCROACHMENT AGREEMENT WITH THE TOWN OF JACKSON.



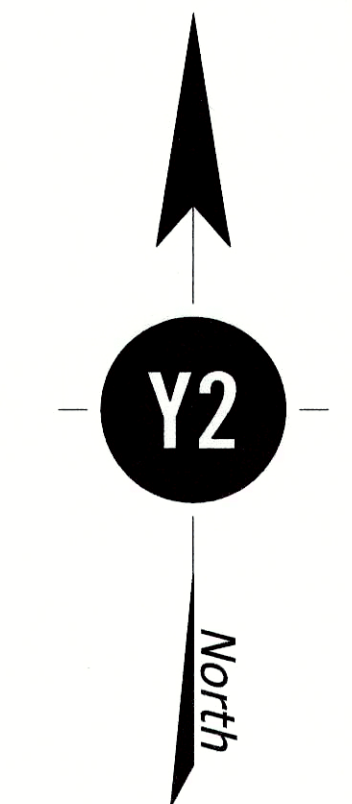
FIRST FLOOR



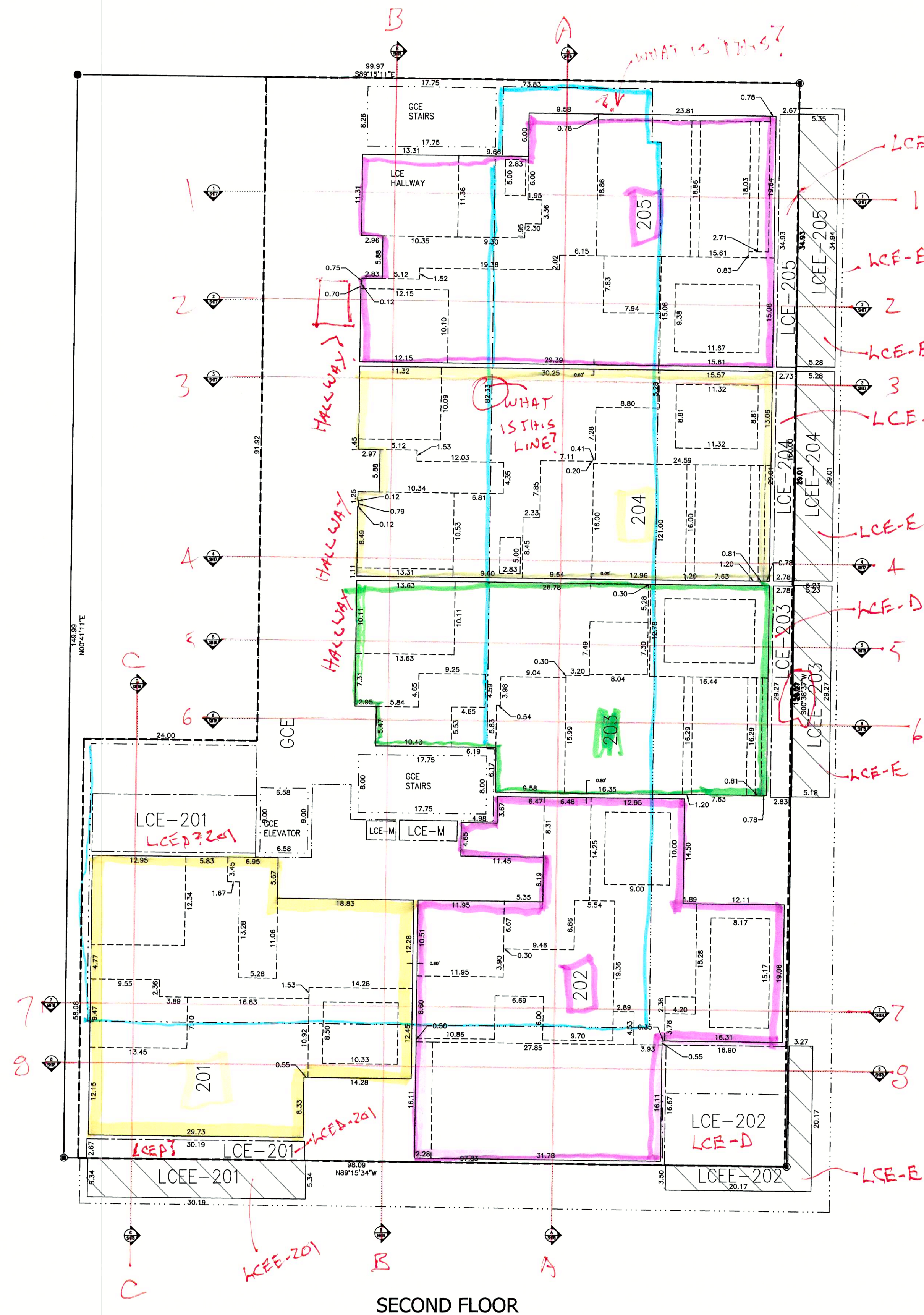
Area Table	
Unit #	Area (sq ft)
103	1424.13
106	571.57
102	1366.01
101	734.94
105	564.21
104	1591.74
107	838.61

Area Table	
LCE Deck #	Area (sq ft)
101	54.99
102	167.98
103	640.03
104	504.67

FINAL PLAT
ARTS DISTRICT WEST
CONDOMINIUM ADDITION TO THE
TOWN OF JACKSON
A Condominium Subdivision Identical to Lots 11 and 12
of Block 2 of the Second Wort Addition to
the Town of Jackson
Teton County, Wyoming



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SECOND FLOOR

Area Table	
Unit #	Area (sq ft)
201	1495.52
202	1893.35
203	1523.86
204	1643.26
205	1829.34

Area Table	
LCE Deck #	Area (sq ft)
201	80.50
202	281.84
203	82.18
204	79.92
205	94.20

Area Table	
LCE-E #	Area (sq ft)
201	161.32
202	124.83
203	152.25
204	152.47
205	185.66

- LEGEND**
- Property Boundary
 - Building Footprint
 - Max Envelope of Building
 - Unit Boundary
 - Change in Ceiling Height
 - General Common Elements
 - Limited Common Elements
 - General Common Elements - Encroachment
 - Limited Common Elements - Encroachment

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ELEVATIONS DEPICTED HEREON REFERENCE NAVD88 VERTICAL DATUM.

FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, LIMITED COMMON ELEMENT, LIMITED COMMON ELEMENT - MECHANICAL, LIMITED COMMON ELEMENT - PARKING AND LIMITED COMMON ELEMENT - DECK, REFER TO THE CONDOMINIUM DECLARATION FOR THE ARTS DISTRICT WEST CONDOMINIUM ADDITION OF THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING ON THE SAME DATE AS THIS PLAT.

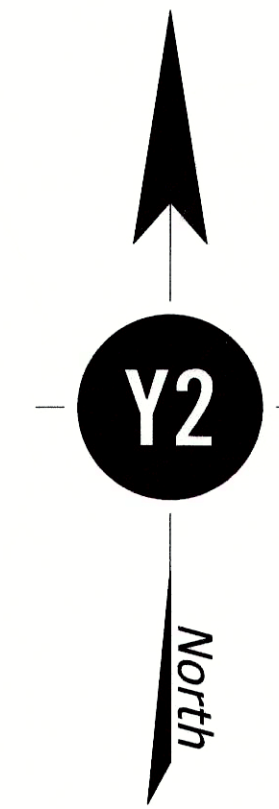
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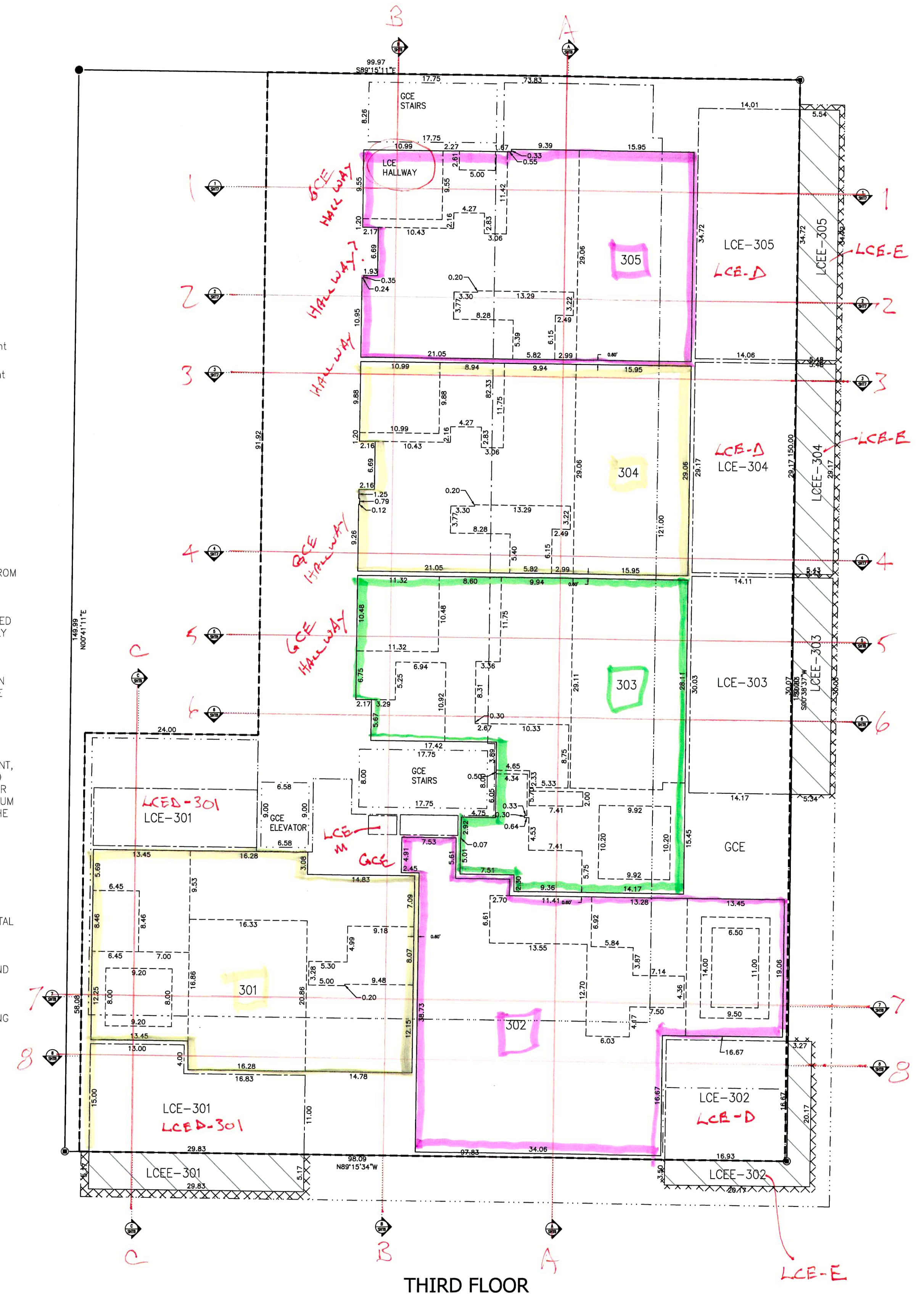
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1"=10' (Valid For 24"x36" Plots Only)



THIRD FLOOR

Area Table	
Unit #	Area (sq ft)
301	1254.89
302	1604.29
303	1610.50
304	1316.87
305	1310.02

Area Table	
LCE Deck #	Area (sq ft)
301	380.16
302	281.85
303	424.65
304	410.89
305	487.27

Area Table	
LCE-E #	Area (sq ft)
301	154.14
302	124.83
303	162.17
304	159.09
305	191.29

FINAL PLAT
ARTS DISTRICT WEST
CONDOMINIUM ADDITION TO THE
TOWN OF JACKSON

A Condominium Subdivision Identical to Lots 11 and 12
of Block 2 of the Second Wort Addition to
the Town of Jackson
Teton County, Wyoming

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

Y2
y2consultants.com
307.733.2999

Unit Map
PROJECT NUMBER: 17429
DRAWING DATE: 01/17/2023
REVISION DATE: 03/27/2023
DRAWN BY: TBL, JVC
REVIEWED BY: APH, DAF

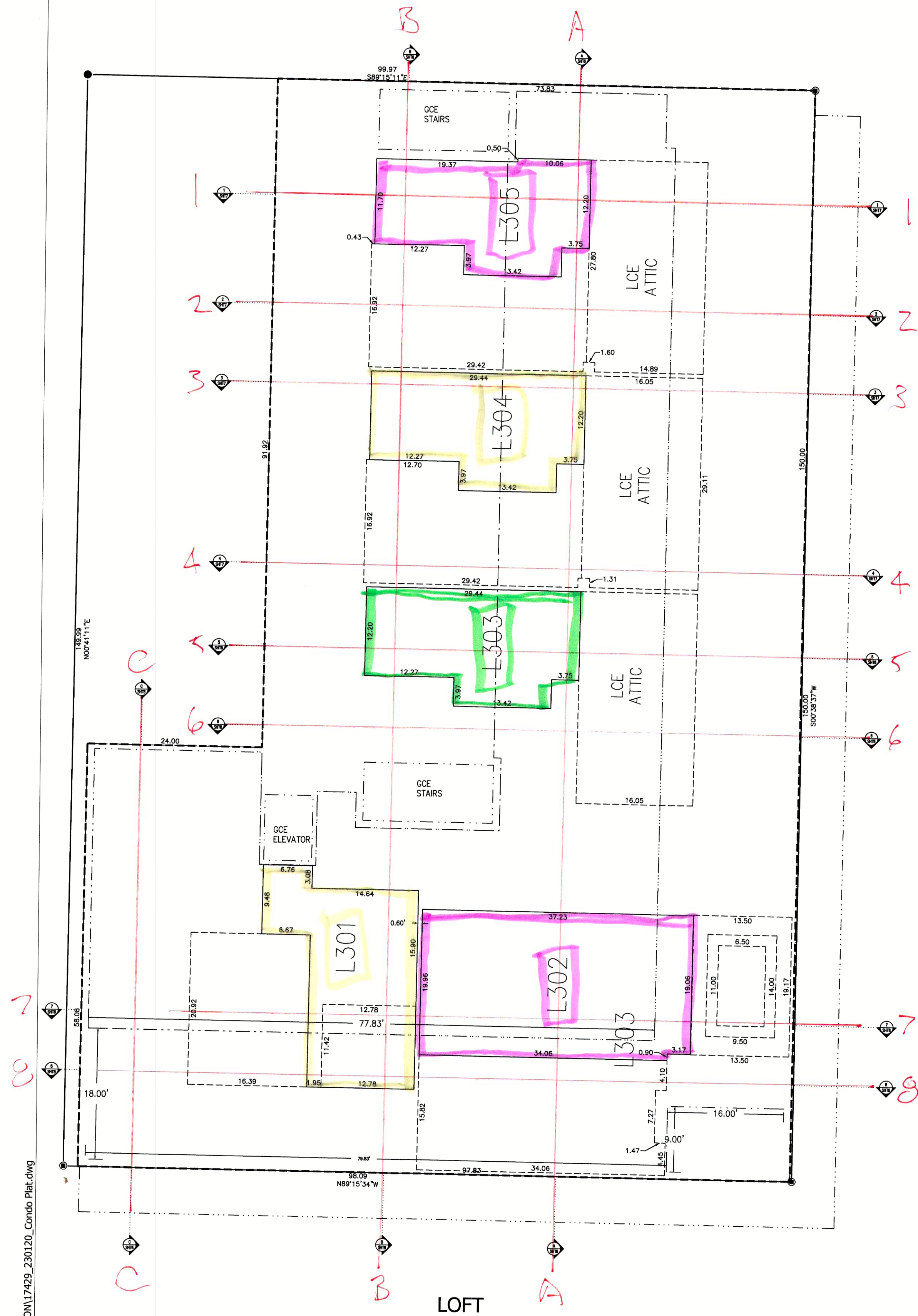
OWNER
ARTS DISTRICT WEST, LLC
P.O. BOX 10483
JACKSON, WY 83002-0483

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

CONDOMINIUM INFORMATION
Number of Retail: 4
Number of Residential: 13
Total Retail: 0.12 acres
Total Residential: 0.22 acres

SHEET:
4 of 8

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Area Table		
Loft Unit #	Area (sq ft)	
301	465.79	
302	740.36	
303	412.34	
304	412.33	
305	402.64	

LEGEND

- Property Boundary
- Building Footprint
- Max Envelope of Building
- Unit Boundary
- Change in Ceiling Height
- General Common Elements
- Limited Common Elements
- General Common Elements - Encroachment
- Limited Common Elements - Encroachment

GENERAL NOTES

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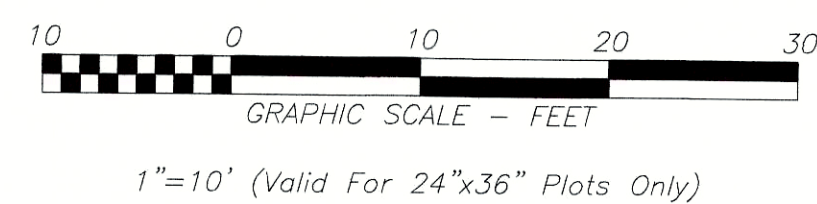
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Unit Map

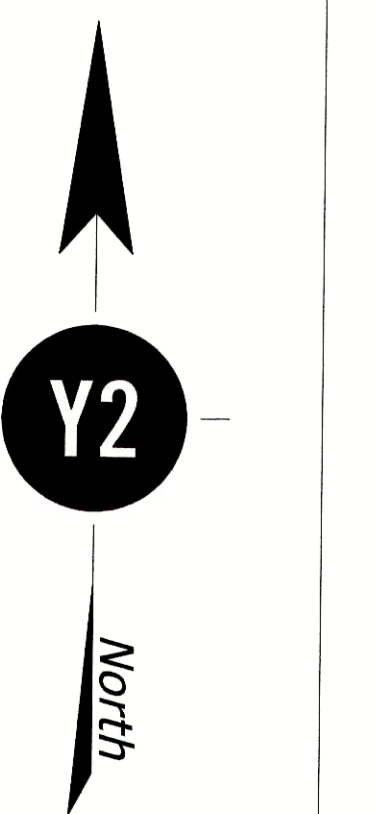
PROJECT NUMBER: 17429
DRAWING DATE: 01/17/2023
REVISION DATE: 03/27/2023
DRAWN BY: TBL, JVC
REVIEWED BY: APH, DAF

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ARTS DISTRICT WEST, LLC
P.O. BOX 10483
JACKSON, WY 83002-0483

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

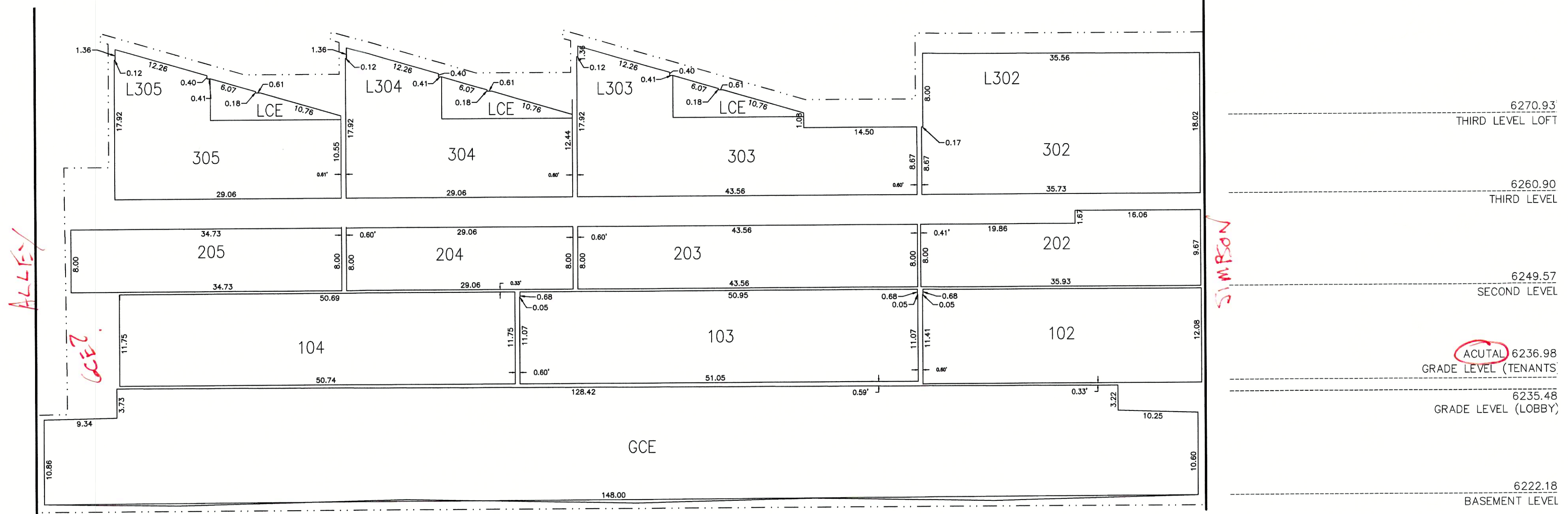
CONDOMINIUM INFORMATION
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Number of Residential: 13
Total Retail: 0.12 acres
Total Residential: 0.22 acres

SHEET:
5 of 8

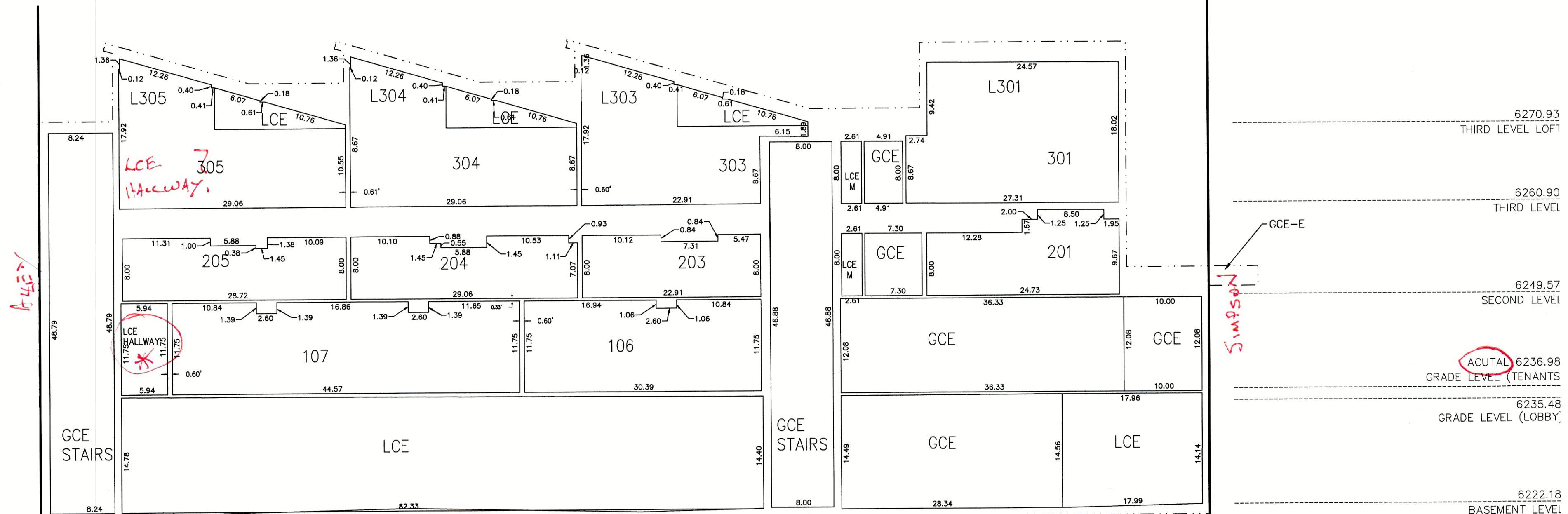


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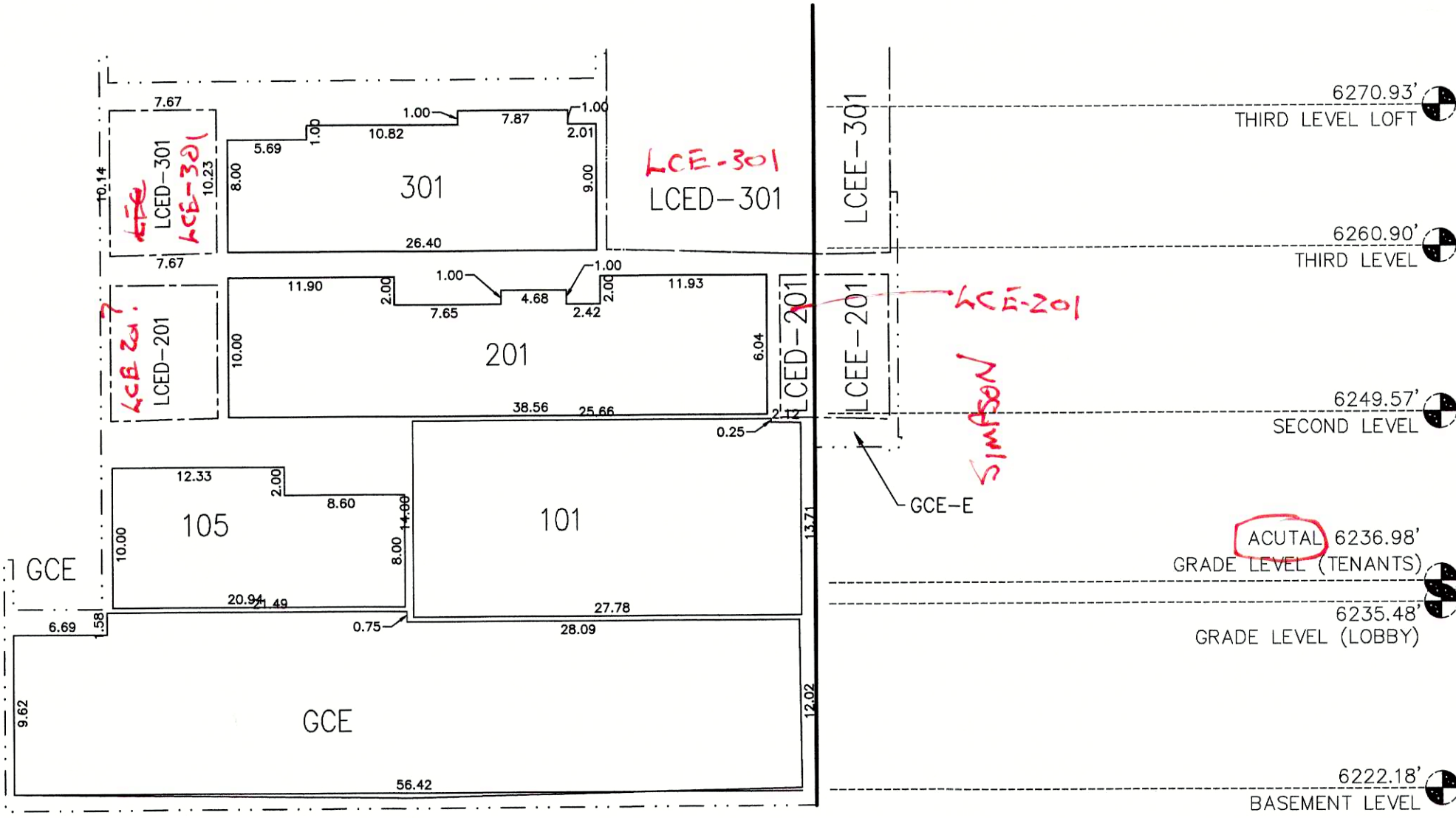
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SECTION A



SECTION B



SECTION C

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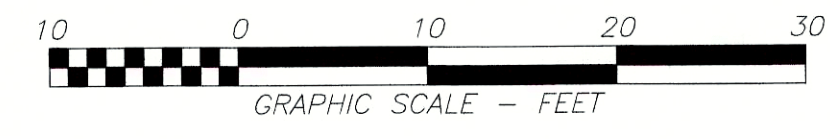
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Teton County, Wyoming

Y2 CONSULTANTS
ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES
y2consultants.com
307 733 2899

SECTIONS	
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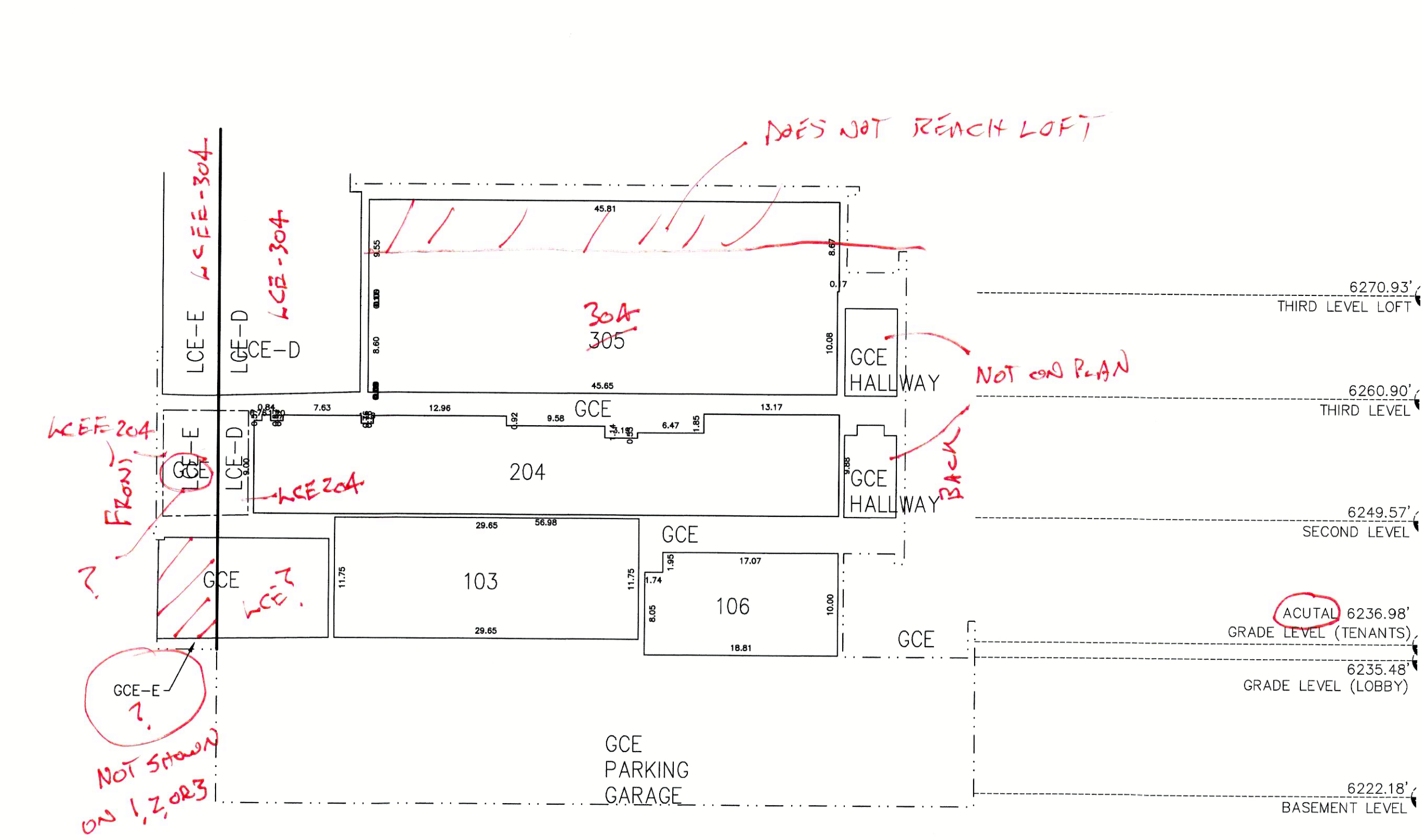
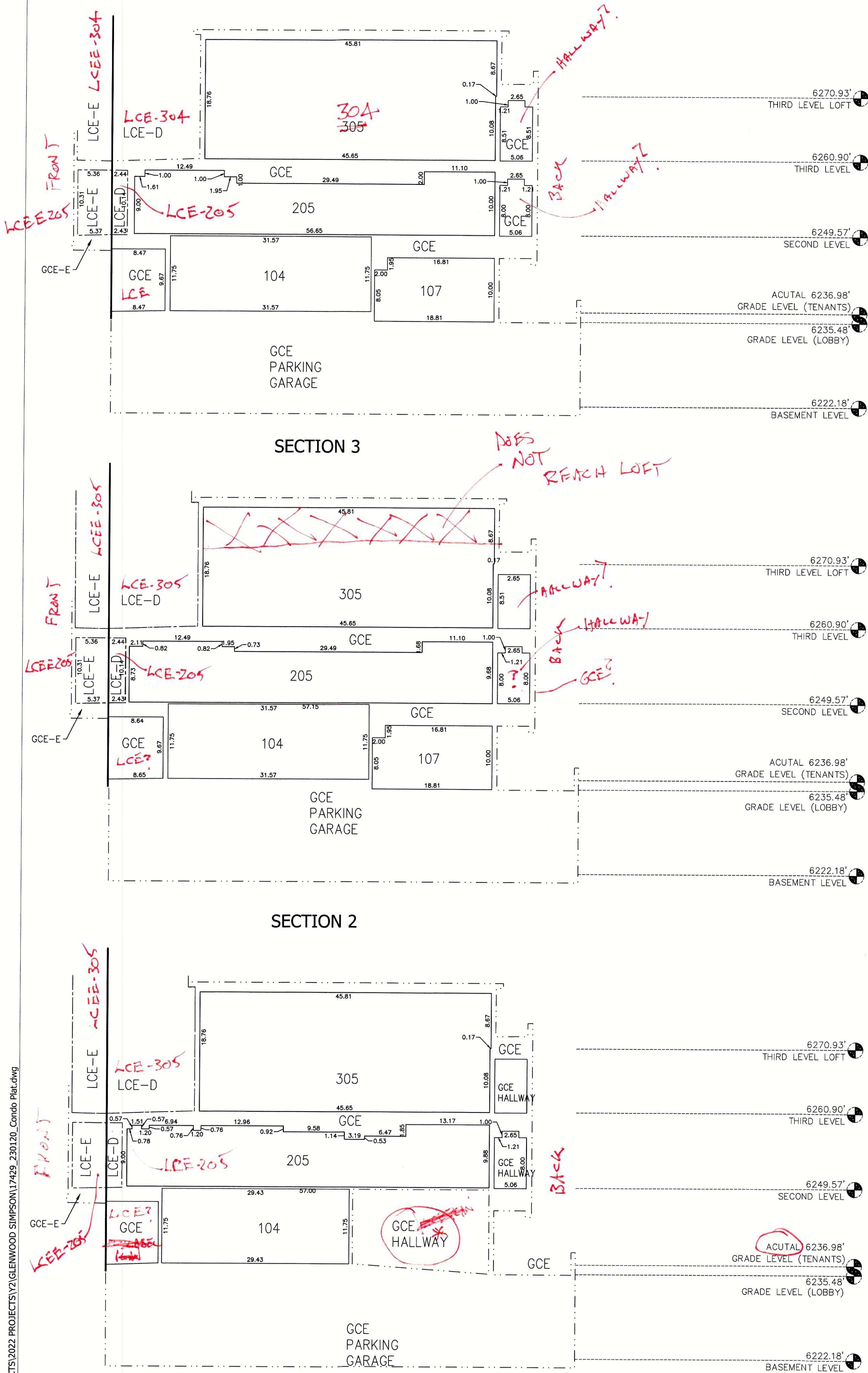
OWNER
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JACKSON, WY 83002-0483

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

CONDOMINIUM
INFORMATION
Number of Retail: 4
Number of Residential: 13
Total Retail: 0.12 acres
Total Residential: 0.22 acres

SHEET:
6 of 8

Z:\PROJECTS\2022 PROJECTS\2\GLENWOOD SIMPSON\17429_230120_Condo Plat.dwg



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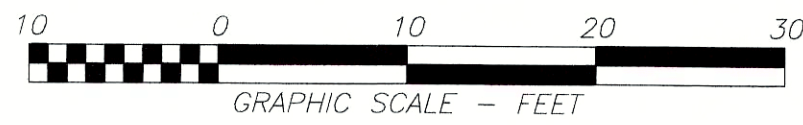
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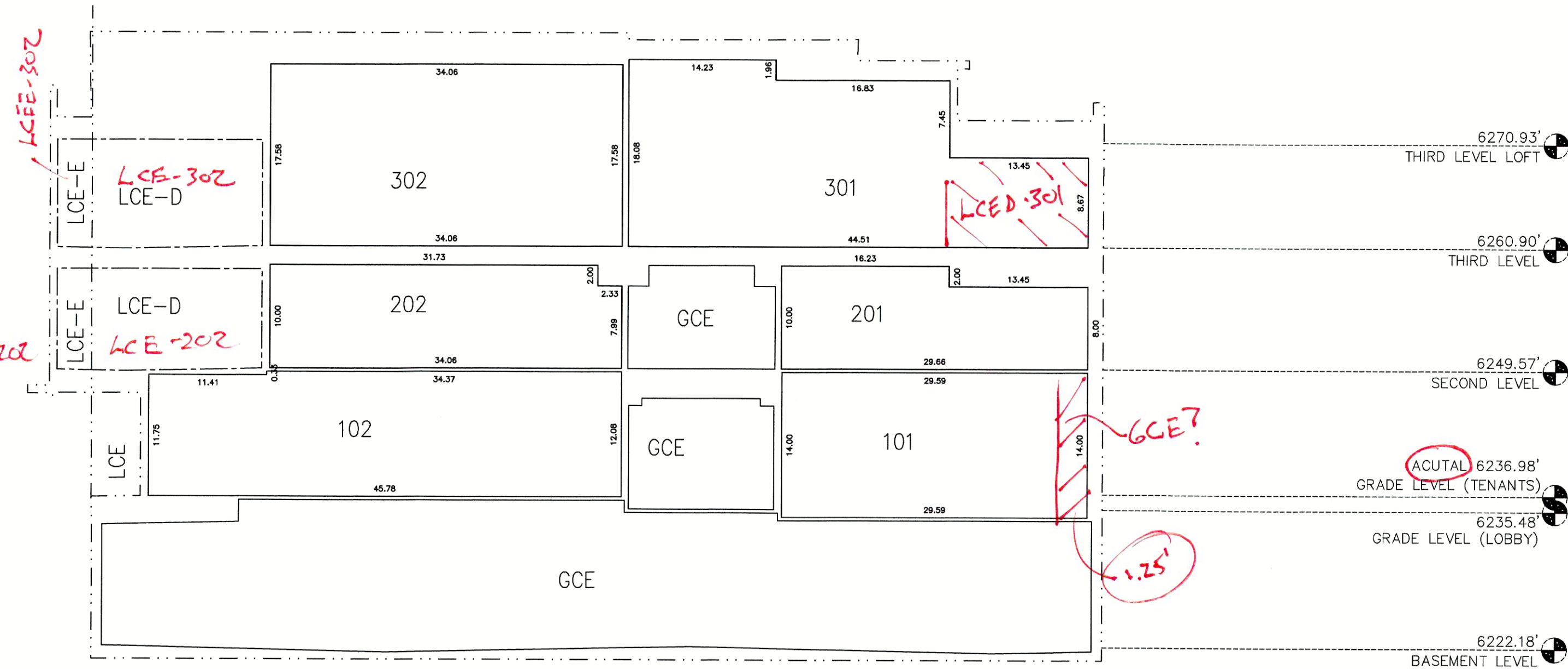
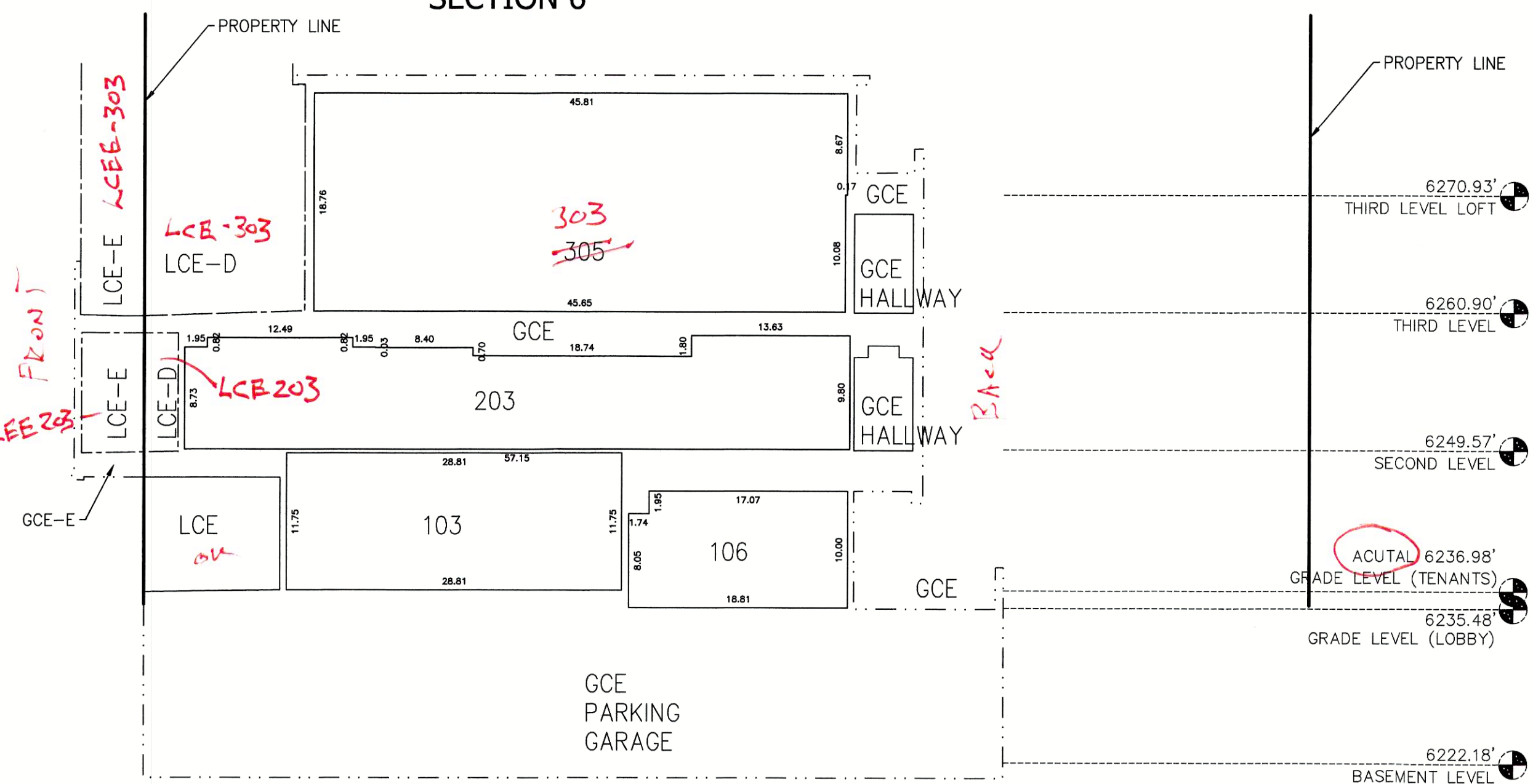
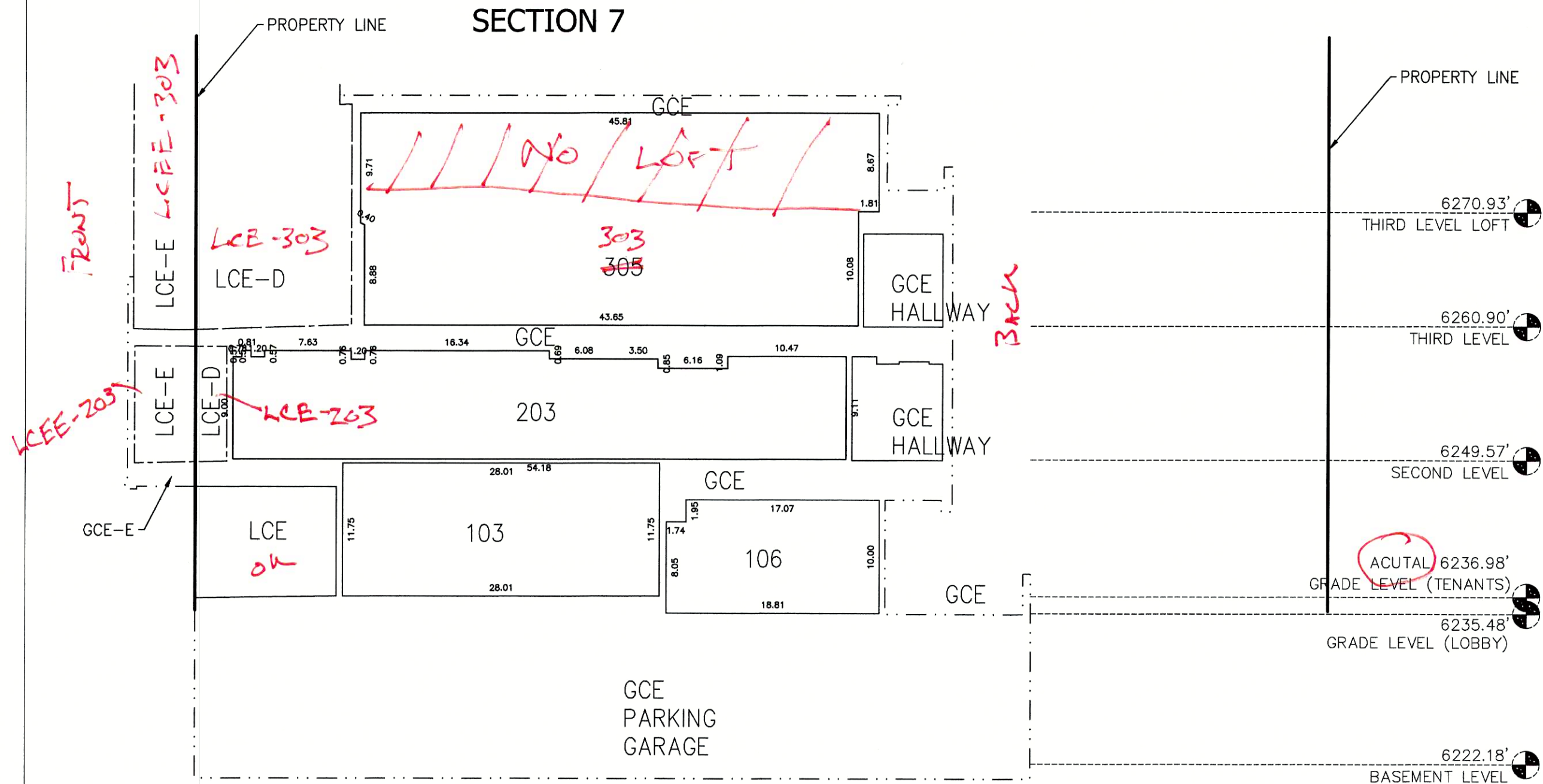
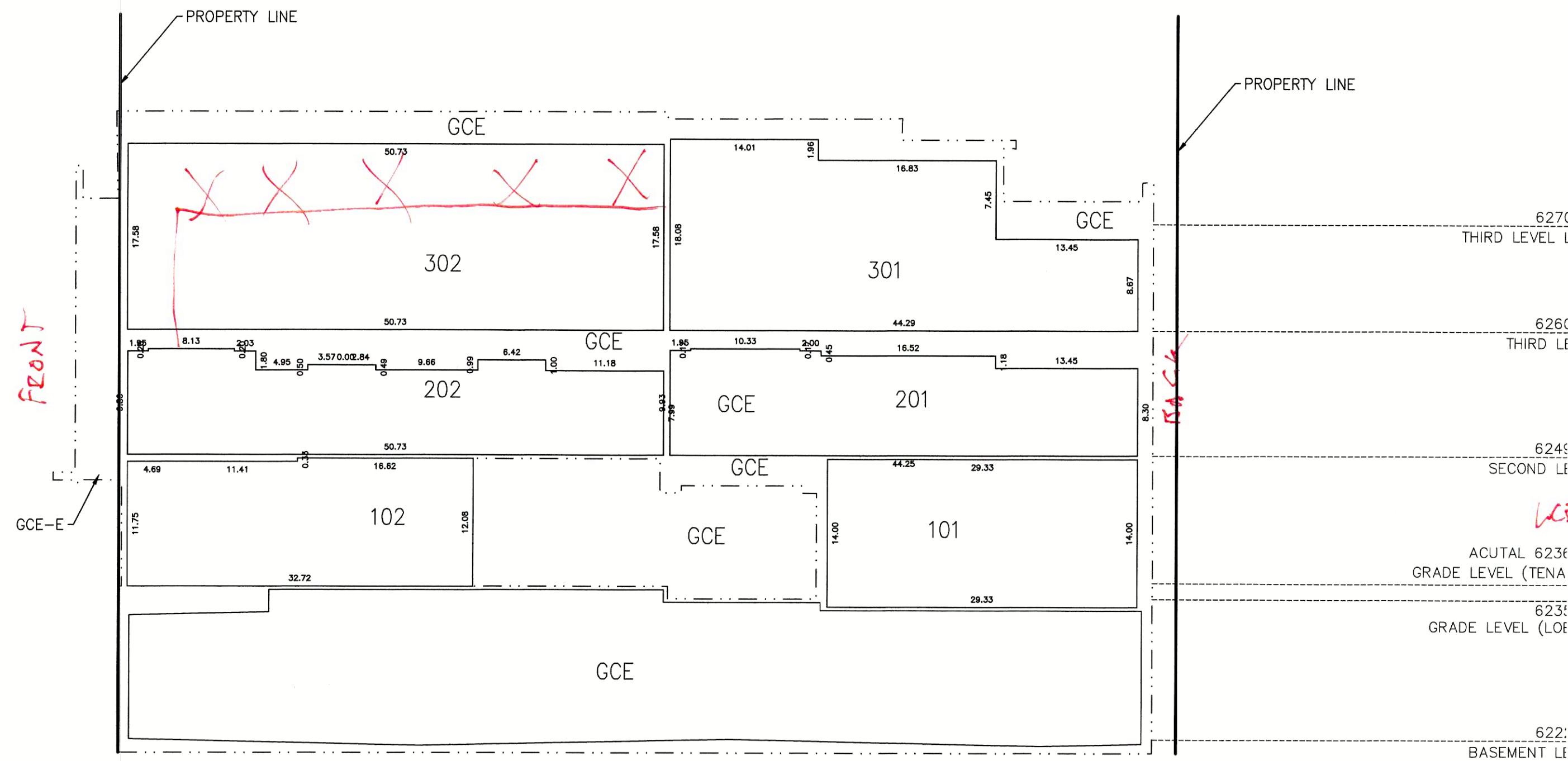
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JACKSON, WY 83002-0483

SURVEYOR
Y2 Consultants, LLC
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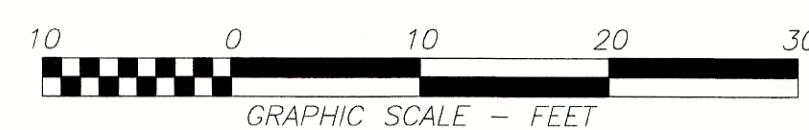
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SURVEYOR
Y2 Consultants, LLC
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SHEET:
8 of 8



Todd Cedarholm, PLS

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

April 6, 2023

ATTN: Katelyn Page, Planner

**RE: P23-019, Condominium Plat of Lots 11-12, Block 2, Second Wort Addition
Glenwood + Simpson Condominium Addition**

Dear Katelyn:

I have reviewed the revised plat dated 3-27-2023 accompanying the P23-019 application. I would suggest that the surveyor address the following items:

General comment. Per the Town of Jackson/ Teton County Administrative Manual, **Section 4.3.4 Subdivision Plats and Maps of Survey Review** - The purpose of the County Surveyor, Title, and Clerks reviews is to check for "...*compliance with state statute and Section 8.5.3 of the LDRs ... to ensure that the plat and associated documents can be recorded.*". The expectation of this reviewer is to receive a document that the applicant believes is complete, correct, and ready for signatures and recordation in the Office of the Clerk. The original application did not meet expectations being seriously deficient both in errors and omissions, this revised version is an improvement but far below the generally accepted standard. The professionals responsible for this application should be performing their own review and making corrections. They should not be relying solely on the comments contained in the TRC reviews in the preparation and editing of their plat.

Sheet 1

- Numerous documents listed in the WTE Ownership and Encumbrance report have not been incorporated into the Certificate of Owner as required.
- A complete Summary of Units including unit type and area in square must be shown.
- The datum described in the Basis of Bearing note is incorrect, NAD88 does not exist.

Sheet 2

- The map title on Sheets 2 through 8 does not match the map title on Sheet 1.
- The building footprint shown in the boundary survey must be annotated including the area.
- The building footprint shown in the boundary survey must be tied to the boundary.
- The building footprint shown on the survey differs significantly from the building footprints shown on sheets 3 through 5.
- The line type used to delineate the building footprint is not described in the legend.
- A field visit to the site by this reviewer revealed that the monuments marking the boundary shown on this map are not in place, most likely having been destroyed in the course of construction. Replacement monuments are required to be placed and the map must be updated to reflect the changes.

Todd Cedarholm, PLS

- The project benchmark shown does not physically exist, a new monument must be set and an updated elevation shown.
- The GCE area within the project boundary and outside of the building footprint must be labeled and an area shown.
- A tie (bearing and distance) to a survey monument is shown, however, the monument identification description, $\frac{1}{4}$ corner? section corner? is not presented.
- The survey tie from the SE corner of the project to a monument 209 feet south is confusing and the monument poorly described.
- At least two Teton County Control points within three miles of the project are required as described in the Teton County Digital Plat Submittal Requirements
- The monument shown as being located in the Simpson Ave ROW and described as a USC&GS benchmark is incorrect.
- The Certificate of Surveyor lacks any statement regarding when and under who's direction and supervision an actual survey was performed.
- Subdivision Notes as required by WS 18-5-306 are not shown.
- The numerical units (square feet?) of condominium area spaces are not identified.

Sheets 3-5

- The building footprints shown on sheets 3 through 5 differ significantly from the building footprint shown the survey sheet 2.
- The building footprint must be annotated and tied to the property boundary.
- The cross-section grid lines should not be drawn passing through the building plan view.
- The cross-section grid lines must be labeled and viewing direction indicated.
- The area within the project boundary but outside the building footprint should be labeled as GCE.
- All GCE and LCE areas must be labeled.
- The exterior building footprint should be dimensioned.
- The building areas extending beyond the property line should be dimensioned and an area shown.
- The property boundary and exterior building footprint should be dimensioned in each plan view.
- The dimensions of each unit, GCE area, and LCE area must be shown.
- Wall thicknesses must be shown.
- Area of each unit, GCE area, and LCE area must be shown and reported in square feet.
- Mechanical areas, stairways, storage, parking etc. should be labeled with type and use and Common Element designation.
- The linework and hatching of LCEE areas are poorly drawn and annotated.
- All areas within the building should be clearly labeled as to designation type.

Sheets 6-8

- The cross sections are not labeled on the plan view sheets.
- There are not enough cross sections to properly describe all the units and common areas adequately. There must be cross sections through each elevator and stairwell.



Todd Cedarholm, PLS

- The assumed datum elevation notes are irrelevant, elevations should be reported in the project reference datum NAVD88.
- Every floor level/elevation should be labeled.
- The elevation label text is too small and will not scan.
- ALL UNITS AND COMMON ELEMENT AREAS MUST BE DIMENSIONED
- Wall thicknesses must be dimensioned.
- NOTES: The monument description reported as the base elevation conflicts with the description in the legend.
- Vertical dimensions for all units are completely lacking.
- Based on the location of ceiling height changes shown in the plan views, not enough cross sections have been shown.
- The area within the project boundary but outside building footprint should be labeled as GCE.
- Interior walls and floors must be clearly labeled as GCE.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Cedarholm', enclosed in a thin black rectangular border.

Todd Cedarholm, PLS
County Surveyor, Teton County, Wyoming



TITLE 22 CONSULTANTS PLAT REVIEW

ARTS DISTRICT WEST

Proposed Plat: Glenwood + Simpson Addition to the Town of Jackson

Platted From: Lots 11 and 12 of Block 2 of the Second Wort Addition to the Town of Jackson

Located: Town of Jackson

Owner/Subdivider: Arts District West, LLC, a Wyoming limited liability company

Summary: The proposed plat is a 17 unit condominium subdivision, consisting of 4 retail/commercial units, and 13 residential units.

Additional Documents to be Recorded Provided with Plat: 1) Declaration of Condominium

2) We were not provided with any additional documents for review

Title Report provided by Wyoming Title & Escrow **Effective Date:** January 6, 2023

Note: Title 22 Consultants has not prepared a title report or conducted a “patent to present” search of subject land; we are basing our review on the title report provided by the title company identified above.

New documents filed of record subsequent to the effective date:

☐ N/A

☒ Modification of Mortgage, Instrument 1054392

PLAT REVIEW – Technical Review

ACCESS: The building is adjacent to public streets. The plat indicates access is “from the alley way at the north end of Lots 11 & 12 off Glenwood and through that beneficial public access, utility, and maintenance easement adjacent to subject property as set forth in instrument No. 0900327.”

EASEMENTS/ENCUMBRANCES: All easements cited on the title report ☐ Are ☒ Are Not shown on the proposed plat (located and/or included in the Certificate of Owner).

Comments: See Conclusions, below.

STREETS/ALLEYS:

- ☐ Dedicated to the public
- ☐ Private, with rights of way granted to each lot owner
- ☒ N/A, no streets or alleys within plat boundary

AIRSPACE UNITS (2 DIMENSIONS) ☐ Are ☒ Are Not properly shown. We will defer to the surveyor's review, but it does not appear the plan views/section views are adequate to define and describe the airspace units. Also, it does not appear that Unit 106 is represented.

Units ☒ Are ☐ Are Not **PROGRESSIVELY NUMBERED**.

The underlying land ☒ Is ☐ Is Not **VACATED**.

CERTIFICATES:

Certificate of Owner(s) ☒ Included ☐ To be provided via separate Affidavit See Conclusions, below.

Certificate of Surveyor ☒ Included ☐ Not included See Conclusions, below.

Certificate of Acceptance from ☒ Town of Jackson ☐ Teton County ☒ Included ☐ Not Included

Certificate of Mortgagee(s) ☒ Included ☐ To be provided via separate Affidavit ☐ N/A See Conclusions, below.

PLAT REVIEW – Conclusions

Recommendations: Title 22 Consultants strongly recommends the following changes to the proposed plat:

1. NAME OF PLAT

We have confirmed with Laurie Stern, legal counsel for the owner/applicant, that the name of the plat should be: “Arts District West Condominium Addition to the Town of Jackson.” Please change all current references to “Glenwood + Simpson Addition to the Town of Jackson” to “Arts District West Condominium Addition to the Town of Jackson.” This includes references to the “Glenwood + Simpson Mixed Use Building Map” contained in the Mortgagee Consent.

2. COMMON ELEMENT ENCROACHMENTS

There have been numerous discussions to date about this issue, and we have provided contact information for the title underwriter insuring the eventual sale of these units. Our comment in this regard is to be sure that the units will be insurable as platted, and to get approval from the underwriter prior to recordation.

3. CERTIFICATE OF SURVEYOR

Please delete the reference to vacation of the underlying lots, as this is contained in the Certificate of Owner, and the surveyor has no standing to vacate land he does not own. This sentence also contains a typo (“lots 12 and 12”), but this is irrelevant once this sentence has been deleted.

4. CERTIFICATE OF OWNER

- The majority of the title exceptions cited by WTE are not included. Please review to determine if this was purposeful, or an inadvertent omission
- Paragraph 6, relating to common element, is somewhat obscure/not a complete sentence. Perhaps this will change once the common element issue is resolved.
- Signature block and acknowledgment should read as follows:

Arts District West, LLC, a Wyoming limited liability company

By: Stephen C. King, its Manager

5. MORTGAGEE CONSENT

- The language is unusual, and not typically what we see in Jackson/Teton County.
- References to the “mixed use building map” should be deleted.
- If the lender/mortgagee actually wishes to release portions of the secured land, they should do so by separate instrument.

Examples include:

1. If by separate Affidavit:

CERTIFICATE OF MORTGAGEE

Consent of Mortgagee, Bank of the West, by separate affidavit recorded concurrently with this plat.

2. If included on the plat:

CERTIFICATE OF MORTGAGEE

State of Wyoming)
County of Teton) ss
Town of Jackson)

The undersigned is the mortgagee of the land described under the Certificate of Surveyor and hereby consents to the foregoing subdivision and the dedication of the lands as contained in the Certificate of Owners, and agrees that the mortgage shall be subordinated to the dedications and easements contained therein and shown hereon and further consent to the Declaration of Condominium for Raver Condominium Addition to the Town of Jackson, as referenced under the Certificate of Owners.

Rocky Mountain Bank

SIGNATURE BY SEPARATE AFFIDAVIT

6. LAND USE SUMMARY

There is no land use table we would expect to see on the lower right hand corner of Sheet 1. There is a "Condominium Map" on the lower left hand corner of Sheet 2, but the following should be corrected:

- The "condominium map" reflects a total of 22 units, as the loft floor is shown to have 5 units, which is not correct.
- Certain elements appear to be missing. Examples are as follows:

ZONING DISTRICT: AR

ZONING OVERLAYS: NONE

PROJECT ACREAGE: 0.34 ACRES

NUMBER OF CONDOMINIUM UNITS: 12

NUMBER OF UNITS PER ACRE: 35.3

ACREAGE OF EXTERIOR GENERAL & LIMITED COMMON AREA: 0.27 ACRES

=LAND USE SUMMARY=

*LAND USE DISTRICT:
TETON VILLAGE PLANNED RESORT ZONE –
AREA TWO PLANNED UNIT DEVELOPMENT;
COMMERCIAL RESORT SUB-ZONE*

*ENVIRONMENTAL PROTECTION DISTRICT:
SCENIC RESOURCE OVERLAY DISTRICT*

*PROJECT AREA SUMMARY:
Total Gross Site Area: 0.66 Acres*

NUMBER OF CONDOMINIUM UNITS: 9

7. VICINITY MAP

- Please move to Sheet 1.
- The site location needs to be "bolded" or somehow identified.
- Sheet 1 includes a rendering of Lots 11 and 12 (with no bearings or distances). Is this meant to be a detail area for the vicinity map? Both the vicinity map and the Lot 11/12 rendering should be shown together.

8. LEGEND

- Some of the legend keys/symbols are indistinguishable and confusing (One example: The property boundary in the legend on Sheet 2 appears to be a series of dots and dashes, but it is shown as a solid line on the plat).
- The GCEE symbol isn't completely filled in.
- The "property boundary" and "adjacent boundary" symbols are not distinguishable on Sheet 1.
- The "property boundary" symbol/legend varies from Sheet 1 to the other sheets (solid line, or dots and dashes?). Should be solid line.
- Common element designations such as LCE-M must be shown and defined on the plat. There is a general statement about referring back to the condo dec, which is not acceptable.

9. SECTION VIEWS

It does not appear these are adequate to define and describe the airspace units, but we will defer to the County Surveyor on this issue.

Next Steps:

1. ENTITY DOCS – The owner should provide a copy of the Operating Agreement and all amendments for review, to make sure the plat properly identifies the entity, and that the Certificate of Owner is executed by the correct party.
2. EXECUTION/ACKNOWLEDGEMENT - Once the plat and all documents to be recorded have been executed and notarized, carefully review as to proper execution and acknowledgement prior to recordation. Please also verify that all Exhibits are attached and properly labeled.
3. IMPLEMENT THE SOLUTIONS identified above, and provide corrected plat and documents to Title 22 Consultants for final review.

PLAT REVIEW – Disclaimer

Title 22 Consultants is not providing legal services or a legal opinion, and is not licensed to practice law in the State of Wyoming or any other state. Further, Title 22 Consultants is not providing any type of insurance service, or title insurance, and is not authorized to transact insurance in the State of Wyoming or any other state, and is not a licensed abstractor or title agent as set forth in Wyoming Statutes. Please consult an attorney or duly licensed title company if you have legal questions, or questions about the insurability of the land to subdivided pursuant to the proposed plat.

Plat Review submitted by:



 3.22.23

Nancy Hughes, Manager, Title 22 Consultants, LLC, a Wyoming limited liability company



Todd Cedarholm, PLS

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

March 14, 2023

ATTN: Katelyn Page, Planner

**RE: P23-019, Condominium Plat of Lots 11-12, Block 2, Second Wort Addition
Glenwood + Simpson Condominium Addition**

Dear Katelyn:

I have reviewed the revised plat dated 2-10-2023 accompanying the P23-019 application. I would suggest that the surveyor address the following items:

General content and Sheet 1

- The boundary survey lacks any annotation, this is not a survey.
- Direct ties (bearing and distance) to at least two Teton County Control points within three miles of the project are required as described in the Teton County Digital Plat Submittal Requirements
- The Basis of Bearing should be stated and/or labeled.
- Monument descriptions within the legend must include a description of the actual monument and not simply a description of the cap.
- The Certificate of Surveyor lacks any statement regarding when and under who's direction and supervision an actual survey was performed.
- A Unit Area table is not shown.
- A Unit Summary is not shown.
- A Sheet Index is not shown.
- Subdivision Notes as required by WS 18-5-306 are not shown.
- The municipality is known as the Town of Jackson NOT the City of Jackson.
- Condominium area spaces should be reported in square feet not acres.

Sheets 2-4

- The area within the project boundary but outside building footprint should be labeled as GCE.
- All GCE and LCE areas must be labeled.
- The exterior building footprint should be dimensioned.
- The building areas extending beyond the property line should be dimensioned and an area shown.
- The ties from building corners to property corners lack annotation.
- The property boundary and exterior building footprint should be dimensioned in each plan view.
- Wall thicknesses must be shown.
- Area of each unit should be shown and reported in square feet.
- Cross section locations should be shown on each plan view.



Todd Cedarholm, PLS

- Mechanical areas, stairways, storage, parking etc. should be labeled with type and use and Common Element designation.
- GCE and LCE areas outside of the property should be completely annotated and areas shown.
- All areas within the building should be clearly labeled as to designation type.

Sheets 5 and 6

- The Elevation notes states that all elevations are referenced to NAVD88 Vertical Datum however, the plan states that they are based on an assumed datum.
- NOTES: The monument description reported as the base elevation bench mark conflicts with the description in the legend.
- NOTES: The elevation datum is reported as NAVD89, there is no such datum.
- Vertical dimensions for all units are completely lacking.
- The location of the cross sections is unknown.
- Based on the location of ceiling height changes shown in the plan views, not enough cross sections have been shown.
- The property lines should be shown as vertical lines to clearly show sections of the building that extend beyond the property lines
- Stairways should be shown and labeled as such
- The area within the project boundary but outside building footprint should be labeled as GCE.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Cedarholm', is enclosed in a rectangular box.

Todd Cedarholm, PLS
County Surveyor, Teton County, Wyoming



CONSULTANTS

ENGINEERING, SURVEYING & PLANNING
NATURAL RESOURCE SERVICES, GIS

April 17, 2023

Delivery via email

Katelyn Page, Planner
PO Box 1687
Jackson, WY 83001
kpage@jacksonwy.gov
(307) 734-3493

RE: P23-019, Arts District West Condominium Addition to the Town of Jackson

Dear Katelyn,

Attached, please find the resubmittal for the proposed Arts District West Condominium Addition to the Town of Jackson final plat. I believe all outstanding comments from the survey review have been addressed and the submittal should be complete and ready to move forward to the May 1st Town Council Agenda. I understand the Technical Reviewers will be taking a final look at the submittal and we will be required to address any other comments and/or revise the final plat prior to plat recording. All survey review comments have been addressed individually below.

Sheet 1

- Numerous documents listed in the WTE Ownership and Encumbrance report have not been incorporated into the Certificate of Owner as required.

There are numerous items listed in the WTE Ownership and Encumbrance report which will not be noted on the Certificate of Owner, including taxes and other such elements. When re-reviewed, two items from the O&E were found to be incompletely addressed. They have been added to the plat and the issue remediated.

- A complete Summary of Units including unit type and area in square must be shown.

Unit summaries for each floor have been provided on their respective sheets.

- The datum described in the Basis of Bearing note is incorrect, NAD88 does not exist.

This is a typographical error and has been corrected.

Sheet 2

- The map title on Sheets 2 through 8 does not match the map title on Sheet 1.

This was a minor formatting difference in the title between Sheet 2 and the remainder of the sheets, which has been revised.

- The building footprint shown in the boundary survey must be annotated including the area.

The building footprint has been corrected.

- The building footprint shown in the boundary survey must be tied to the boundary.

The footprint has been tied to the boundary in two places.

- The building footprint shown on the survey differs significantly from the building footprints shown on sheets 3 through 5.

The building footprint has been confirmed to be correct on all sheets.

- The line type used to delineate the building footprint is not described in the legend.

The building footprint has been corrected in the boundary survey.

- A field visit to the site by this reviewer revealed that the monuments marking the boundary shown on this map are not in place, most likely having been destroyed in the course of construction. Replacement monuments are required to be placed and the map must be updated to reflect the changes.

Monuments have been reset and are indicated on the plat.

- The project benchmark shown does not physically exist, a new monument must be set and an updated elevation shown.

Monuments have been reset and are indicated on the plat.

- The GCE area within the project boundary and outside of the building footprint must be labeled and an area shown.

The building footprint has been corrected in the boundary survey and noted as GCE.

- A tie (bearing and distance) to a survey monument is shown, however, the monument identification description, ¼ corner? section corner? is not presented.

This has been removed from the plat.

- The survey tie from the SE corner of the project to a monument 209 feet south is confusing and the monument poorly described.

This monument and tie have been removed.

- At least two Teton County Control points within three miles of the project are required as described in the Teton County Digital Plat Submittal Requirements

Two ties will be shown on the plat.

- The monument shown as being located in the Simpson Ave ROW and described as a USC&GS benchmark is incorrect.

There is a break line shown on the plat. However, this is the same monument that was already cited in the comments and has been removed from the plat.

- The Certificate of Surveyor lacks any statement regarding when and under who's direction and supervision an actual survey was performed.

This will be cited per Wyoming state statute requirements on Sheet 1.

- Subdivision Notes as required by WS 18-5-306 are not shown.

These statutes refer to County Subdivision standards, however, we have reviewed the plat for conformance with any of the standards that may be applicable. WS 18-5-306 contains many elements regarding the requirements of information on a Plat. To say that they "are not shown" and imply that none of the elements

have been provided is incorrect. All relevant items have been provided based on our review and understanding of the statute. To briefly summarize and describe:

- WS 18-5-306(a)(i) – Compliance with zoning and land use regulations: **Town of Jackson Land Development Regulations Section 8.5.4.D states that information subject to change via legislative action by Town Council (i.e. zoning districts, etc.) shall not be stated on Plats.**
- WS 18-5-306(a)(ii) – Survey plat with information including location, section, township range, north arrow, scale, and site information: **This information is provided and shown throughout the project set including the in title block, Vicinity Map, and summaries on each plat sheet.**
- WS 18-5-306(a)(iii) – Merchantable Title: **Is provided In the Certificate of Owner**
- WS 18-5-306(a)(iv) – Sewage System: **This information is provided in the notes on Sheet 1**
- WS 18-5-306(a)(v) – Utility Easements: **These are all noted in the Certificate of Owner**
- WS 18-5-306(a)(vi) – Water System: **This information is provided in the notes on Sheet 1**
- WS 18-5-306(a)(vii) – Adequate Access: **Access is as noted in the Certificate of Owner**
- WS 18-5-306(a)(viii) – Adequate Financial Resources: **The Town does not approve the plat until all infrastructure has been developed and installed. No bond or guarantee is being posted and thus no note is needed on the plat face.**
- WS 18-5-306(a)(ix) – Public notice: **Public notice has been initiated with the Town of Jackson and has already been posted on site.**
- WS 18-5-306(a)(x) – Other information as required: **No other information has been noted for requirement to our knowledge.**
- WS 18-5-306(a)(xi) – Water Rights: **Information regarding water is noted in the Certificate of Surveyor**
- WS 18-5-306(a)(xii) – Requirements of CC&Rs: **Notice of CC&Rs to be recorded concurrently with this Plat are noted in the Certificate of Owner**

- The numerical units (square feet?) of condominium area spaces are not identified.

The units of square feet are shown on the Area Tables on each respective sheet as they occur.

Sheets 3-5

- The building footprints shown on sheets 3 through 5 differ significantly from the building footprint shown the survey sheet 2.

The building footprint has been corrected.

- The building footprint must be annotated and tied to the property boundary.

This is a duplicate comment and as stated above, the footprint is now tied to the boundary in two places.

- The cross-section grid lines should not be drawn passing through the building plan view.

Cross section lines have been modified in plan views to accommodate the reviewer's preference.

- The cross-section grid lines must be labeled and viewing direction indicated.

The arrows and section callouts are now visible on the plat.

- The area within the project boundary but outside the building footprint should be labeled as GCE.

Additional areas where labels for GCE have been inserted as appropriate.

- All GCE and LCE areas must be labeled.

Additional areas where labels for GCE or LCE could be added were reviewed and inserted as appropriate.

- The exterior building footprint should be dimensioned.

The exterior building footprint dimensions are labeled.

- The building areas extending beyond the property line should be dimensioned and an area shown.

These areas are dimensioned, and areas shown in the Area tables referenced as LCE-E.

- The property boundary and exterior building footprint should be dimensioned in each plan view.

The property boundary has been dimensioned and shown on each view.

- The dimensions of each unit, GCE area, and LCE area must be shown.

Unit dimensions have been provided at each level. LCE areas directly tied to a specific unit have been dimensioned in the provided tables. GCE and LCE elements which are not directly associated with a specific unit constitute the remainder of the property.

- Wall thicknesses must be shown.

Wall thicknesses between units are shown in representative areas.

- Area of each unit, GCE area, and LCE area must be shown and reported in square feet.

Areas of GCE and LCE that are not owned directly by any one condominium owner are part of the overall area and exist as the remainder of all areas after the units are removed. Tables are provided on each sheet.

- Mechanical areas, stairways, storage, parking etc. should be labeled with type and use and Common Element designation.

The General Common Element includes hallways, corridors, staircases, elevators, etc.. Those elements are labeled for general understanding only. Common elements for mechanical, parking and storage have been defined in the CCRs and paragraph 5 in the General Notes on Sheets 2-8 direct you to the CCRs for the definition of each element.

- The linework and hatching of LCEE areas are poorly drawn and annotated.

The Encroachment areas on the plat are difficult to define, as they exist in a very small space. However, they are shown on the plat and noted.

- All areas within the building should be clearly labeled as to designation type.

All areas have been properly labeled.

Sheets 6-8

- The cross sections are not labeled on the plan view sheets.

The cross sections are labeled.

- There are not enough cross sections to properly describe all the units and common areas adequately. There must be cross sections through each elevator and stairwell.

Elevator and Stairwell sections will be added.

- The assumed datum elevation notes are irrelevant, elevations should be reported in the project reference datum NAVD88.

The project basis of elevation is NAVD88 and will be stated as such.

- Every floor level/elevation should be labeled.

All elevations are labeled.

- The elevation label text is too small and will not scan.

Text size will be increased.

- ALL UNITS AND COMMON ELEMENT AREAS MUST BE DIMENSIONED

All units dimensioned. Common elements not owned directly by any one condominium owner are part of the overall area and exist as the remainder of all areas after the units are removed.

- Wall thicknesses must be dimensioned.

Wall thicknesses between units dimensioned.

- NOTES: The monument description reported as the base elevation conflicts with the description in the legend.

The project basis of elevation is NAVD88 and will be stated as such.

- Vertical dimensions for all units are completely lacking.

Vertical dimensions are provided in the sections. The vertical dimensions of sheet 6 do not appear to have printed and will be corrected.

- Based on the location of ceiling height changes shown in the plan views, not enough cross sections have been shown.

Wyoming State Statute does not have guidelines on the amount or quantity of cross-sections that need to be shown. Most of the cross sections shown were provided by the architectural plans. We feel that between the plan views and sections provided, the plat adequately shows a representation of the condo unit as constructed. Therefore, based on our surveyor's conversation with the reviewer, we have provided sufficient cross sections.

- The area within the project boundary but outside building footprint should be labeled as GCE.

All areas have been labeled.

- Interior walls and floors must be clearly labeled as GCE.

All areas have been labeled.

We realize time is of the essence to meet all deadlines for the final plat to be approved at the May 1st Council Meeting. Please call me as soon as possible if you have any questions or need any additional information. We look forward to receiving the final technical review comments and submitting the final documents for approval.

Enclosed with this revised application:

- Planning Permit Application
- Letter of Authorization



- Updated Condominium Declaration
- Revised Final Condominium Plat
- Mortgagee Consent to Subdivide documents to be filed via separate instrument.
- Arts District West, LLC Articles of Organization, Operating Agreement & Consent of All Members
- Proof of Public Notice Posting

Sincerely,

Y2 CONSULTANTS, LLC

A handwritten signature in blue ink that reads "Megan Nelms".

Megan Nelms, AICP
Senior Planner
megan@y2consultants.com



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: Arts District West Condominium Addition to the Town of Jackson
Physical Address: 175 South Glenwood St.
Lot, Subdivision: Lots 11-12, Blk 2, 2nd Wort Addition to the Town of Jackson PIDN: 22-41-16-33-1-08-004

PROPERTY OWNER.

Name: Arts District West, LLC/Stephen King Phone: _____
Mailing Address: PO Box 1569 Jackson, WY ZIP: 83001
E-mail: _____

APPLICANT/AGENT.

Name: Y2 Consultants/Megan Nelms Phone: 307-733-2999
Mailing Address: PO Box 2870 Jackson, WY ZIP: 83001
E-mail: megan@y2consultants.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

_____ Basic Use
_____ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

☒ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: _____ Environmental Analysis #: _____
Original Permit #: 18-156 Date of Neighborhood Meeting: _____

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

Have you attached the following?

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

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

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

Megan Nelms
Signature of Property Owner or Authorized Applicant/Agent
Megan Nelms
Name Printed

1-23-23
Date
Agent
Title



Town of Jackson
 150 E Pearl Avenue
 PO Box 1687, Jackson, WY 83001
 P: (307)733-3932 F: (307)739-0919
 www.jacksonwy.gov

Date: January 24, 2023

LETTER OF AUTHORIZATION NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual
Stephen King, Manager

Being duly sworn, deposes and says that Arts District West, LLC is the owner in fee of the premises located at:

Name of property owner as listed on deed

Address of Premises: 175 South Glenwood Jackson, WY

Legal Description: Lots 11-12, Block 2, 2nd Wort Addition to the Town of Jackson

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Megan Nelms, Y2 Consultants

Mailing address of Applicant/agent: PO Box 2870 Jackson, WY 83001

Email address of Applicant/agent: megan@y2consultants.com

Phone Number of Applicant/agent: 307-632-5656

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

☒ Development/Subdivision Plat Permit Application ☐ Building Permit Application

☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application

☐ Demolition Permit ☐ Home Occupation ☐ Other (describe) _____

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Stephen King
 Property Owner Signature

MANAGER

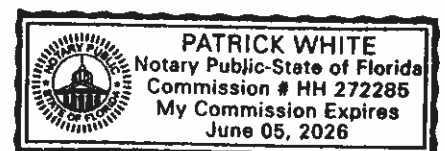
Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

STATE OF Florida)
) SS.
 COUNTY OF Walton)

The foregoing instrument was acknowledged before me by Stephen King this 26
 day of January, 2023. WITNESS my hand and official seal.

Patrick White
 Notary Public

My commission expires:



Z:\PROJECTS\2022 PROJECTS\Y2\GLENWOOD SIMPSON\17429_230120_Condo Plat.dwg

CERTIFICATE OF ACCEPTANCE

State of Wyoming)
County of Teton) ss
Town of Jackson)

The foregoing ARTS DISTRICT WEST CONDOMINIUM ADDITION OF THE TOWN OF JACKSON, was approved at the regular meeting of the Town Council held this _____ day of _____, 2023, in accordance with Section 15–1–415, Wyoming Statutes, and the Town of Jackson Land Development Regulations.

Hailey Morton Levinson, Mayor

Brian T. Lenz, Town Engineer

Riley Taylor, Town Clerk

Paul Anthony, Town Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, mayor, this _____ day of _____, 2023.

Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

The foregoing instrument was acknowledged before me by Riley Taylor, Town Clerk, this _____ day of _____, 2023,

Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this _____ day of _____, 2023,

Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

The foregoing instrument was acknowledged before me by Paul Anthony, Town Planning Director, this _____ day of _____, 2023,

Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton) ss
Town of Jackson)

I, David A. Fehringer, a Wyoming Professional Engineer and Land Surveyor, do hereby certify this plat was made from notes from an actual survey under my direct supervision:
That the lands of this subdivision are identical with Lots 11 and 12 of Block 2 of the 2nd Wort Addition, to the Town of Jackson, a subdivision of record in the Office of Teton County, Wyoming as Plat 129;
That to the best of my beliefs and knowledge, the dimensions of the land, buildings, common elements, and individual airspace units of the ARTS DISTRICT WEST CONDOMINIUM ADDITION OF THE TOWN OF JACKSON are correctly shown on this plat to the best of my knowledge.
That the foregoing subdivision is SUBJECT TO easements, rights of way, covenants, conditions, restrictions, encumbrances, or agreements of sight and/or record, including, but not limited to, those specifically cited in the Certificate of Owner on this plat;
That according to information by a recent search of the records of the State Engineers Office, no surface water rights are appurtenant to the land of the foregoing subdivision under permits for wells associated for the Town of Jackson water supply system, located on other properties; those ground water rights will be retained.
The basis of bearings for this survey is referenced to a direct GPS measurement and is considered geodetic (geodetic north using WGS84, NAVD88), resulting in a bearing of N 0°41'11" E along the westerly line of said Lot 11 of Block 2 of the 2nd Wort Addition to the Town of Jackson located in Sections 33, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, as measured between the north and south property lines.

David A. Fehringer
Professional Engineer (Civil) & Land Surveyor
Wyoming Registration Number 10052

The foregoing instrument was acknowledged before me by David A. Fehringer this _____ day of _____, 2023.

Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton) ss
Town of Jackson)

I, Seied Zia Yasrobi, a Wyoming Professional Engineer, do hereby certify:
that the water distribution systems, sewage collection systems, stormwater systems designed to serve the foregoing subdivision are connected to the Town of Jackson water, sewer, and stormwater systems and they meet all applicable Federal, State, and Town of Jackson requirements and standards;
that said system will be adequate and safe, providing that said systems have been constructed as designed, and operated and maintained correctly.

Seied Zia Yasrobi
Professional Engineer (Civil) Number 8902

The foregoing instrument was acknowledged before me by Seied Zia Yasrobi this _____ day of _____, 2023.

Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

CERTIFICATE OF MORTGAGEE

Consent of Morgagee, FIRST INTERSTATE BANK, by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF OWNER

STATE OF WYOMING)
COUNTY OF TETON) SS
TOWN OF JACKSON)

The undersigned owners hereby certify that the foregoing subdivision of land as shown heron and described in the Certificate of Surveyor hereon is with their free consent and in accordance with the desire of the undersigned owners and proprietors of the described lands;

That the name of the subdivision shall be ARTS DISTRICT WEST CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, which is a condominium subdivision identical with Lots 11 and 12 of Block 2, Second Wort Addition the Town of Jackson;

That said Lots 11 and 12 of Block 2, Second Wort Addition to the Town of Jackson are hereby vacated in accordance with Wyoming Statues, Section 34–12–106 through 34–12–110, said Clerk is respectfully requested to write "VACATED" across said Lots 11 and 12 of Block 2, Second Wort Addition to the Town of Jackson;

That this subdivision is hereby dedicated for condominium ownership, as recognized in accordance with Wyoming Statues 1977, and as amended, Sections 34–20–101 through 34–20–104;

That access to the subdivision is from the public alley way at the north end of Lots 11 & 12 off Glenwood; and through that beneficial public access, utility and maintenance easement adjacent to subject property as set forth in instrument No. 0900327 and 0583871;

That the survey and measurements of the individual airspace units and common elements as they appear on this plat is with the free consent and in accordance with the desires of the undersigned;

That the General Common Element (GCE) being that portion of the subdivision including the entire project excluding all Units and the Limited Common Elements (LCE) and is hereby limited to the use and enjoyment of the owners of all units within this subdivision;

That ownership of a condominium unit of this subdivision shall consist of a fee simple estate in an individual air space unit as shown on this plat together with an undivided fee simple interest in the common elements (GCE and LCE) as defined in said "Declaration of Condominium" to be recorded concurrently with this plat;

That no ownership to any area noted as Limited Common Element – Encroachment (LCEE) is granted, however, unit owners are responsible for all costs and maintenance associated with the respective areas;

Encroachment portions are not part of the ownership of a condominium units and never will be.

The LCE–Encroachment for each unit must be maintained by the corresponding condominium unit owner

That this subdivision is subject to that Declaration of Condominium for ARTS DISTRICT WEST CONDOMINIUM ADDITION OF THE TOWN OF JACKSON to be recorded concurrently with this plat;

That this subdivision is subject to that Affidavit and Agreement recorded in said office in Book 919, Page 406 replacing that Affidavit and Agreement recorded in said office in Book 480, Page 638 and amended in Book 849, Page 640;

That is subdivision is subject to that Agreement as recorded in said office as Document# 1041228 and amended in Document# 1041229;

That access across any private driveways located within this subdivision is hereby granted to emergency vehicles including ambulances, fire fighting vehicles and police vehicles;

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

That the undersigned owner hereby reserves unto itself and its heirs, successors and assigns the right to grant unto other parties non–exclusive easements for any purpose the undersigned deems necessary in, under or across the foregoing subdivision and easements show on this plat, as may be amended by the terms of third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

That the undersigned owner hereby reserves unto itself and its heirs, successors and assigns and is hereby granted the right to ingress and egress over, upon and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over upon and across the foregoing subdivision, including, but not limited to, grading, installation, infrastructure, landscaping, utilities and roadway and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

That the undersigned owner hereby reserves unto itself and its heirs, successors and assigns the right to create further easements for utility purposes within the foregoing subdivision;

That the foregoing subdivision is subject to or benefits from the following of record in the office of the County Clerk at the time of recordation of this plat:

An electrical easement to Lower Valley Energy as recorded on Doc 1029255 records of Said Office;

An Encroachment Agreement as recorded on Document# 1041230, amended in Document #1041231 and further agreed by Document# 1041232 recorded in Said Office;

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

That Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river to persons living on the bank of the stream or river;

That all rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released;

That this subdivision is subject to rights–of–way, easements, restrictions, reservations and conditions of sight or of record, including but not limited to those shown hereon.

That this subdivision is subject to the Town of Jackson stormwater system through a sand/oil separator. The sand/oil separator is maintained by the ARTS DISTRICT WEST Condominium Homeowners Association as described in the Declaration of Condominium for the Arts District West Condominium Addition to the Town of Jackson recorded contemporaneously herewith.

That windows, screens, or other means may not be installed in the openings of decks encroaching into the public way and openings shall remain unobstructed.

Stephen C King
(Manager)
Arts District West, LLC
P.O. Box 10483
Jackson, Wyoming 83002–0483

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by:
_____ as a free and voluntary act and deed.
Witness my hand and official seal. My commission expires:

NOTARY PUBLIC

TABLE OF CONTENTS:

SHEET 1 – CERTIFICATES AND NOTES
SHEET 2 – SITE SURVEY
SHEET 3 – BASEMENT & FIRST FLOOR UNITS
SHEET 4 – SECOND & THIRD FLOOR UNITS
SHEET 5 – THIRD FLOOR LOT UNITS
SHEET 6 – SECTIONS
SHEET 7 – SECTIONS
SHEET 8 – SECTIONS

NOTES:

- When interpreting deeds and other documents related to this plat, all as–built physical boundaries of unit or of a unit subsequently re–constructed in substantial accordance with the original plans shall be conclusively presumed to be its boundaries, rather than the boundaries expressed and delineated on the ARTS DISTRICT WEST CONDOMINIUM ADDITION OF THE TOWN OF JACKSON regardless of settling, lateral or vertical movement of the building and regardless of minor variations between boundaries shown on the condominium map.
- The Town of Jackson, Wyoming is not responsible for, and will not accept maintenance of private utilities, private streets, private landscape areas or other private facilities within the property.
- The water connection is to the TOWN OF JACKSON WATER DISTRIBUTION SYSTEM.
- This subdivision will be served by the TOWN OF JACKSON WATER SUPPLY AND DISTRIBUTION SYSTEMS.
- The sewer connection is to the TOWN OF JACKSON SEWER COLLECTION SYSTEM.
- This subdivision will be served by the TOWN OF JACKSON SEWAGE COLLECTION AND TREATMENT SYSTEMS.
- The sand/oil separator connection is to the TOWN OF JACKSON STORMWATER COLLECTIONS AND TREATMENT SYSTEMS.
- This subdivision will be served by the TOWN OF JACKSON STORMWATER COLLECTION AND TREATMENT SYSTEMS.
- There are currently no known Class A or Class B fault lines within 200 feet according to USGS Quaternary Fault Maps.
- THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

PROJECT SUMMARY:

PROJECT AREA: 0.34 Acres

CONDOMINIUM UNITS – COMMERCIAL: 4

CONDOMINIUM UNITS – RESIDENTIAL: 13

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



Title Page

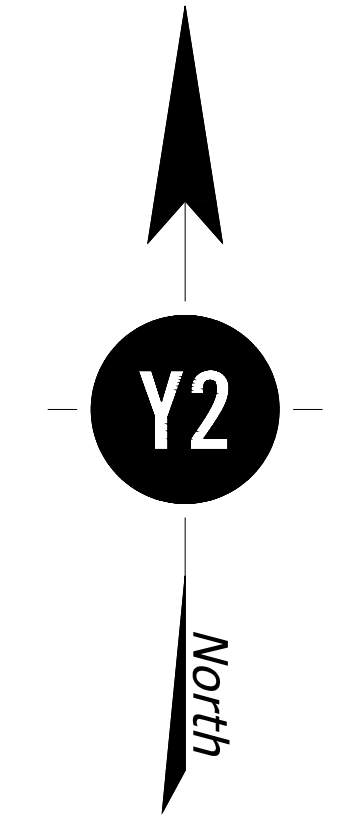
PROJECT NUMBER: 17429
DRAWING DATE: 01/17/2023
REVISION DATE: 3/27/2023
DRAWN BY: TBL, JVC
REVIEWED BY: APH, DAF

OWNER
ARTS DISTRICT WEST, LLC
P.O. BOX 10483
JACKSON, WY 83002-0483

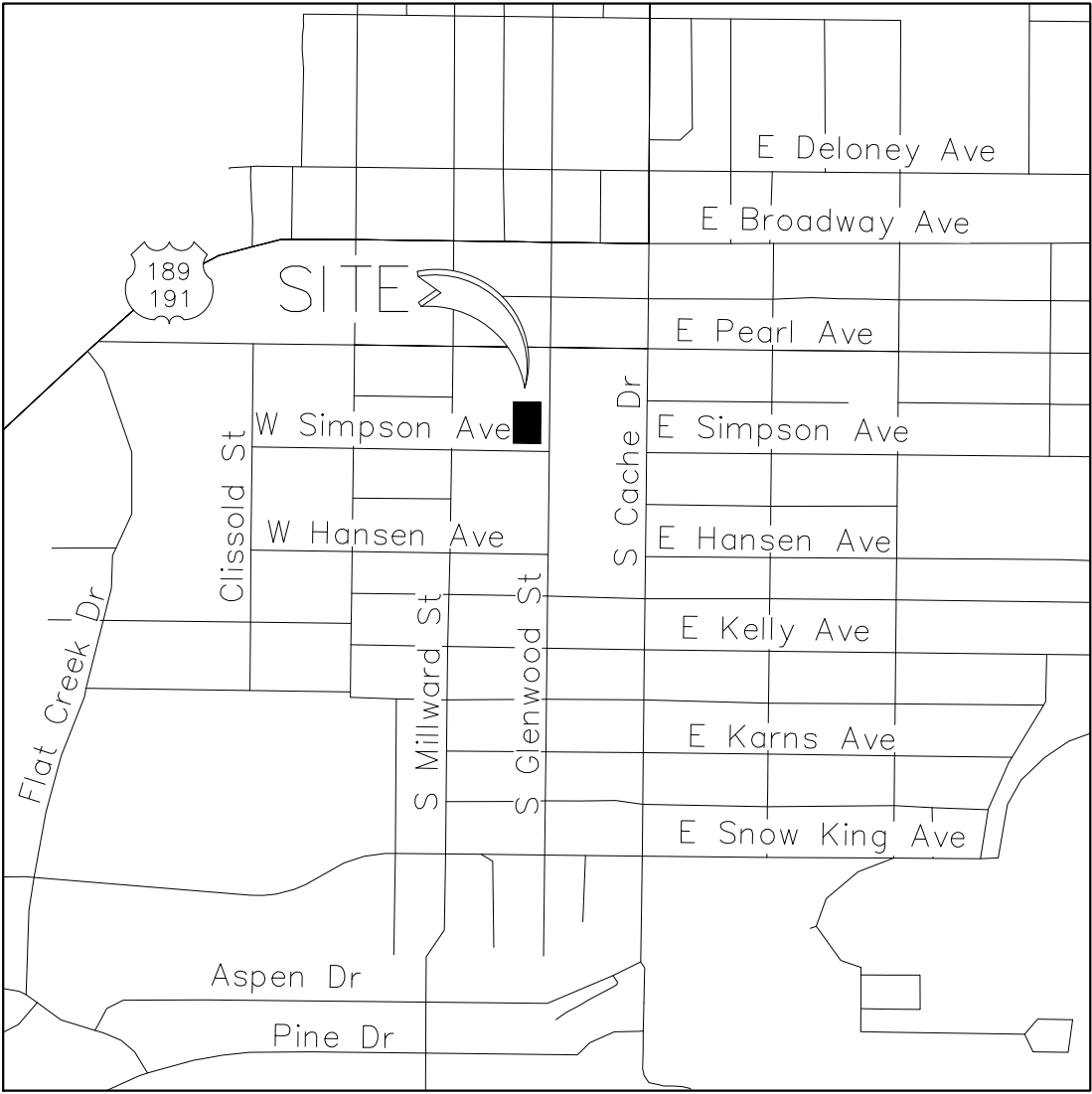
SURVEYOR
Y2 Consultants, LLC
180 S Willow Street
PO Box 2870
Jackson, WY 83001
Phone: 307-733-2999

CONDOMINIUM
INFORMATION
Number of Retail: 4
Number of Residential:13
Total Retail: 0.12 acres
Total Residential: 0.22 acres

SHEET:
1 of 8



FINAL PLAT
ARTS DISTRICT WEST
CONDOMINIUM ADDITION TO THE
TOWN OF JACKSON
A Condominium Subdivision Identical to Lots 11 and 12
of Block 2 of the Second Wort Addition to
the Town of Jackson
Teton County, Wyoming



VICINITY MAP
NE $\frac{1}{4}$ OF NE $\frac{1}{4}$ SECTION 33 T41N,
R116W, 6th P.M. Teton County
Town of Jackson
NOT TO SCALE

GENERAL NOTES

PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.

MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.

PLAN VIEW BUILDING ANGLES THAT APPEAR TO BE RIGHT ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.

ELEVATIONS DEPICTED HEREON REFERENCE NAVD88 VERTICAL DATUM.

FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, LIMITED COMMON ELEMENT, LIMITED COMMON ELEMENT – MECHANICAL, LIMITED COMMON ELEMENT – PARKING AND LIMITED COMMON ELEMENT – DECK, REFER TO THE CONDOMINIUM DECLARATION FOR THE ARTS DISTRICT WEST CONDOMINIUM ADDITION OF THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING ON THE SAME DATE AS THIS PLAT.

ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.

INTERIOR DIMENSIONS ARE TO FACE OF SHEET ROCK.

UNIT AREAS SHOWN REPRESENT THE AREA AT THE SPECIFIED BUILDING FLOOR LEVEL ONLY.

IN THE EVENT OF DISCREPANCIES BETWEEN PLAN UNIT DIMENSIONS AND THE CONSTRUCTED BUILDING, THE PHYSICAL LOCATION OF THE WALLS, CEILINGS AND FLOORS COMPRISE THE UNIT BOUNDARIES.

BUILDING FOOTPRINT SHOWN HEREON DOES NOT INCLUDE ROOF EAVES/OVERHANGS. SEE BUILDING CROSS SECTIONS FOR ROOF EAVE/OVERHANG LOCATIONS. ROOF EAVES AND DECKS ENCROACH INTO PUBLIC RIGHT OF WAY AND ARE SUBJECT TO AN ENCROACHMENT AGREEMENT WITH THE TOWN OF JACKSON.

LAND SURVEY NOTES

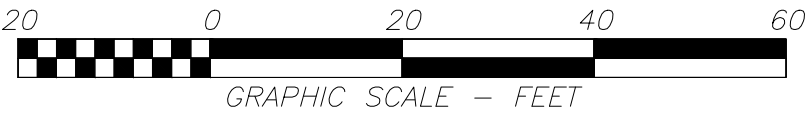
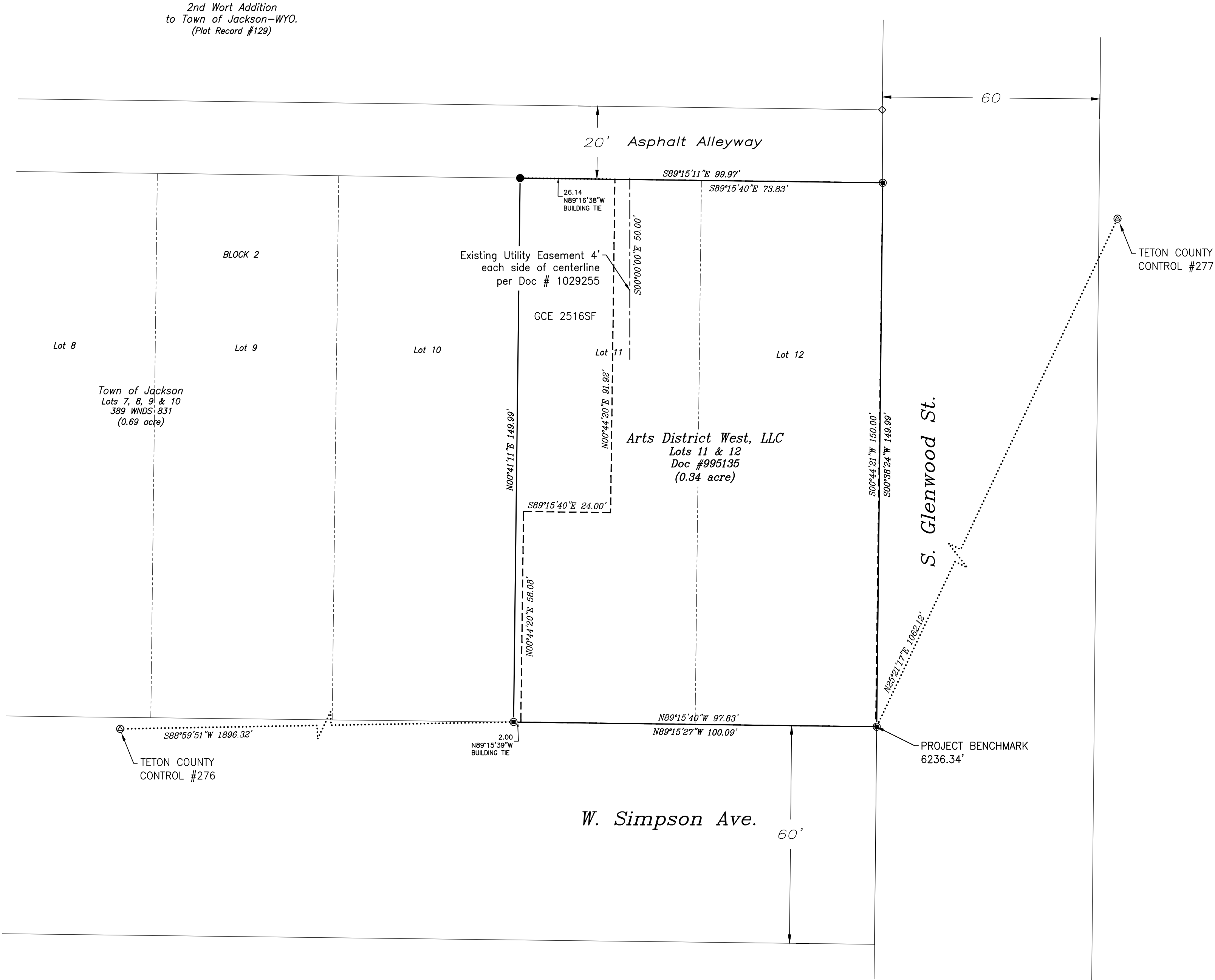
DATE OF PREPARATION: 4/12/2023

LOCATION OF SUBDIVISION: NE $\frac{1}{4}$ OF NE $\frac{1}{4}$ SECTION 33 T41N, R116W, 6th P.M. TOWN OF JACKSON, TETON COUNTY, WYOMING.

LEGEND:

- Indicates a $\frac{5}{8}$ inch diameter rebar with an aluminum cap inscribed "PLS 8469" found this survey
- Indicates a $\frac{5}{8}$ inch diameter rebar with an aluminum cap inscribed "PELS 10052" set this survey
- ⦿ Indicates a pk nail and shiner inscribed "PELS 10052" found this survey
- ⊙ Teton County Control Point
- ◇ Indicates a "T"-stake found this survey
- Indicates a $\frac{3}{4}$ inch diameter rebar found this survey
- ⊗ Calculated point (nothing found or set this survey)

- Property boundary
- - - - - Building Footprint
- Adjacent Boundary
- ⋯ Lot Line



1"=20' (Valid For 24"x36" Plots Only)

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



y2consultants.com
307.733.2999

Boundary

PROJECT NUMBER: 17429
DRAWING DATE: 01/17/2023
REVISION DATE: 03/27/2023
DRAWN BY: TBL, JVC
REVIEWED BY: APH, DAF

OWNER

ARTS DISTRICT WEST, LLC
P.O. BOX 10483
JACKSON, WY 83002-0483

SURVEYOR

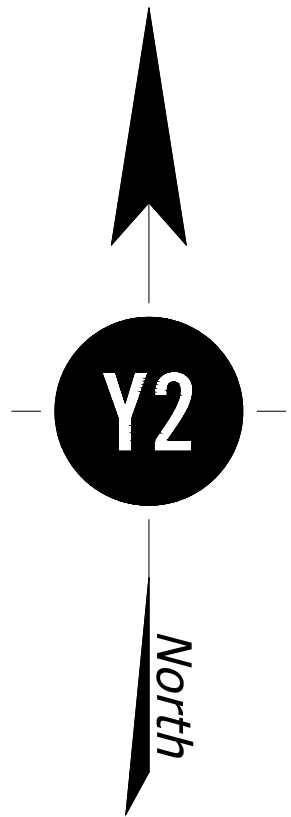
Y2 Consultants, LLC
180 S Willow Street
PO Box 2870
Jackson, WY 83001
Phone: 307-733-2999

CONDOMINIUM INFORMATION

Number of Retail: 4
Number of Residential: 13
Total Retail: 0.12 acres
Total Residential: 0.22 acres

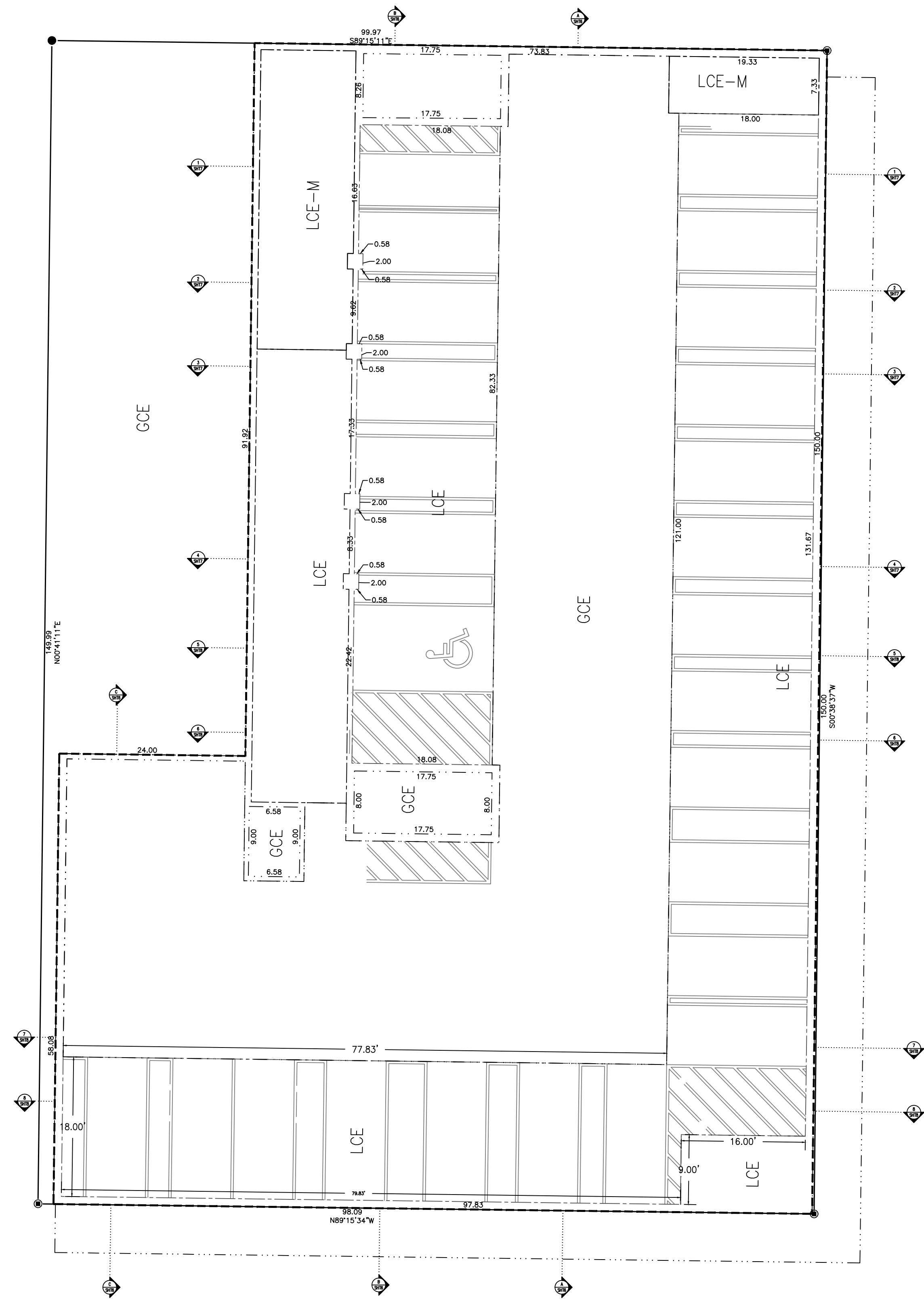
SHEET:

2 of 8



FINAL PLAT
**ARTS DISTRICT WEST
CONDOMINIUM ADDITION TO THE
TOWN OF JACKSON**
A Condominium Subdivision Identical to Lots 11 and 12
of Block 2 of the Second Wort Addition to
the Town of Jackson
Teton County, Wyoming

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BASEMENT FLOOR

LEGEND

- Property Boundary
- Building Footprint
- Max Envelope of Building
- Unit Boundary
- Change in Ceiling Height
- General Common Elements
- Limited Common Elements
- General Common Elements - Encroachment

GENERAL NOTES

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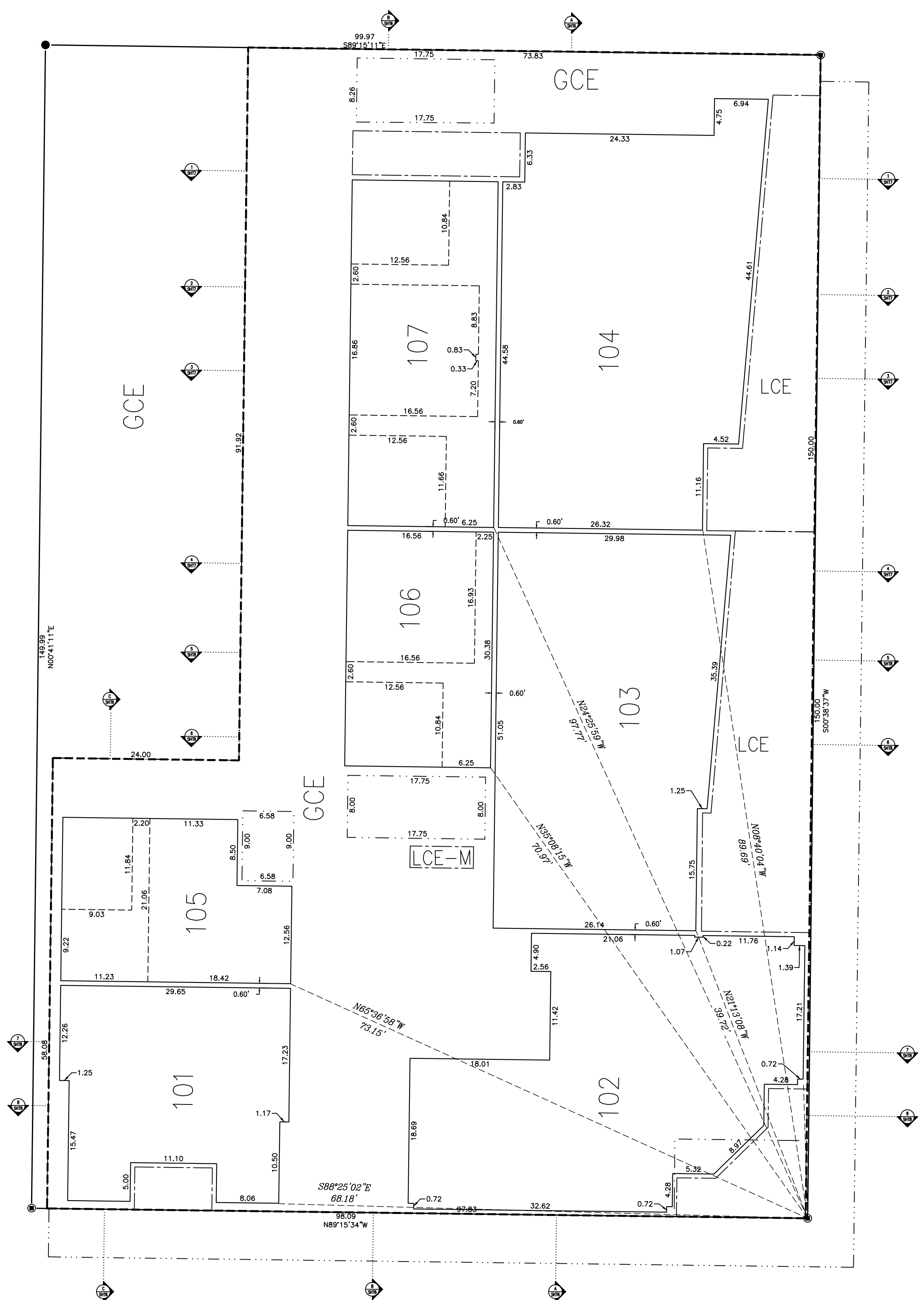
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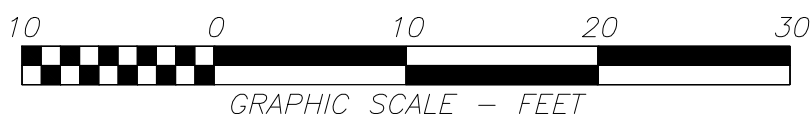
UNIT AREAS SHOWN REPRESENT THE AREA AT THE SPECIFIED BUILDING FLOOR LEVEL ONLY. REFER TO THE UNIT AREA TABULATION ON SHEETS 3-5 FOR TOTAL UNIT AREAS.

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FIRST FLOOR



1"=10' (Valid For 24"x36" Plots Only)

Area Table	
Unit #	Area (sq ft)
103	1424.13
106	571.57
102	1366.01
101	734.94
105	564.21
104	1591.74
107	838.61

Area Table	
LCE Deck #	Area (sq ft)
101	54.99
102	167.98
103	640.03
104	504.67

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Teton County, Wyoming

Y2 CONSULTANTS
ENGINEERING, SURVEYING & PLANNING
LANDSCAPE ARCHITECTURE, GIS
NATURAL RESOURCE SERVICES

Y2
y2consultants.com
307 733 2999

Unit Map

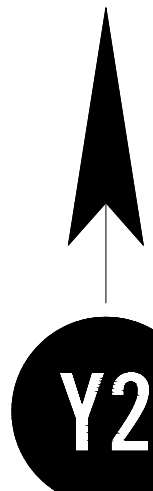
PROJECT NUMBER: 17429
DRAWING DATE: 01/17/2023
REVISION DATE: 03/27/2023
DRAWN BY: TBL, JVC
REVIEWED BY: APH, DAF

OWNER
ARTS DISTRICT WEST, LLC
P.O. BOX 10483
JACKSON, WY 83002-0483

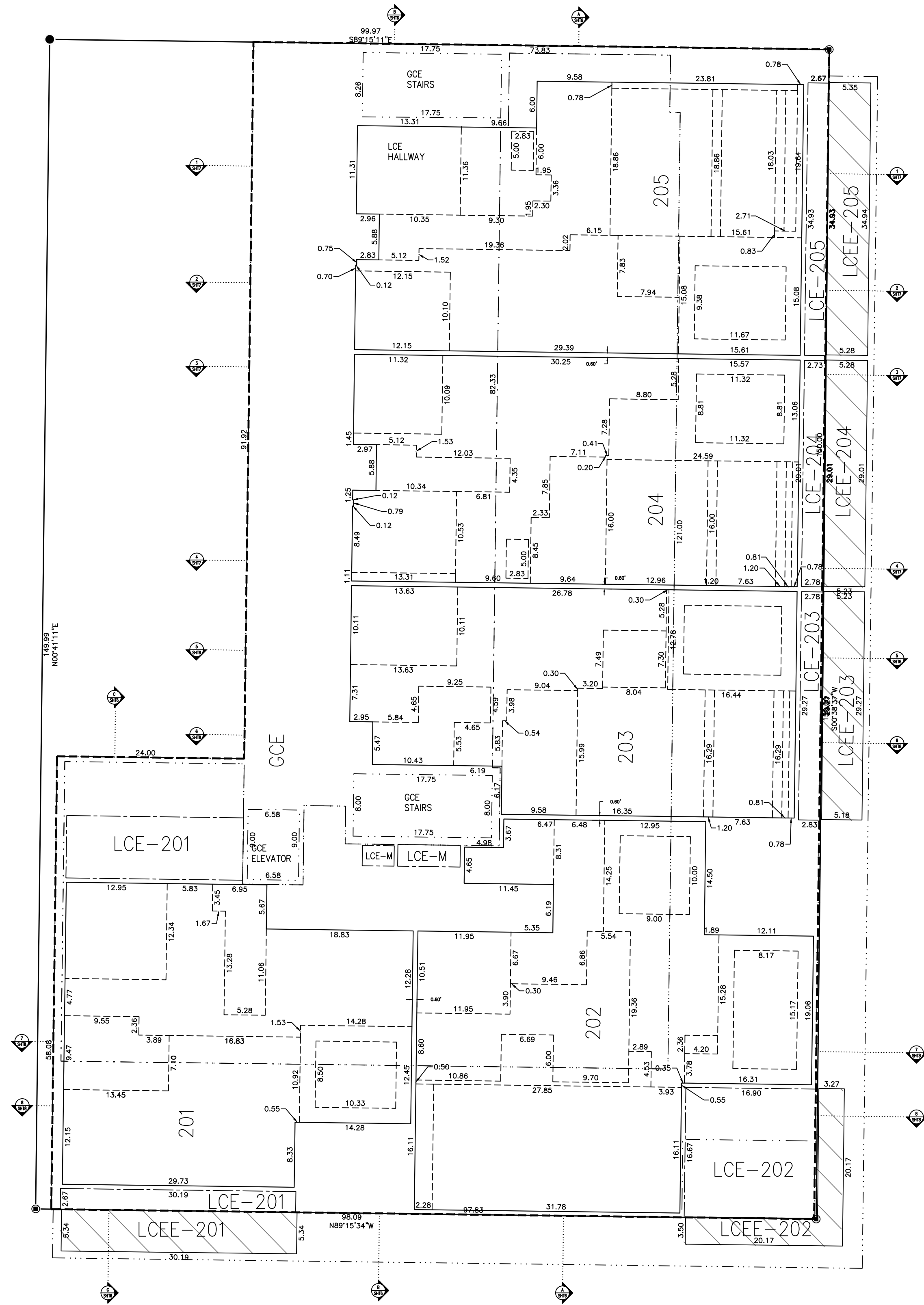
SURVEYOR
Y2 Consultants, LLC
180 S Willow Street
PO Box 2870
Jackson, WY 83001
Phone: 307-733-2999

CONDOMINIUM
INFORMATION
Number of Retail: 4
Number of Residential: 13
Total Retail: 0.12 acres
Total Residential: 0.22 acres

SHEET:
3 of 8



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SECOND FLOOR

Area Table	
Unit #	Area (sq ft)
201	1495.52
202	1893.35
203	1523.86
204	1643.26
205	1829.34

Area Table	
LCE Deck #	Area (sq ft)
201	80.50
202	281.84
203	82.18
204	79.92
205	94.20

Area Table	
LCE-E #	Area (sq ft)
201	161.32
202	124.83
203	152.25
204	152.47
205	185.66

LEGEND

- Property Boundary
- Building Footprint
- Max Envelope of Building
- Unit Boundary
- Change in Ceiling Height
- General Common Elements
- Limited Common Elements
- General Common Elements - Encroachment
- Limited Common Elements - Encroachment

GENERAL NOTES

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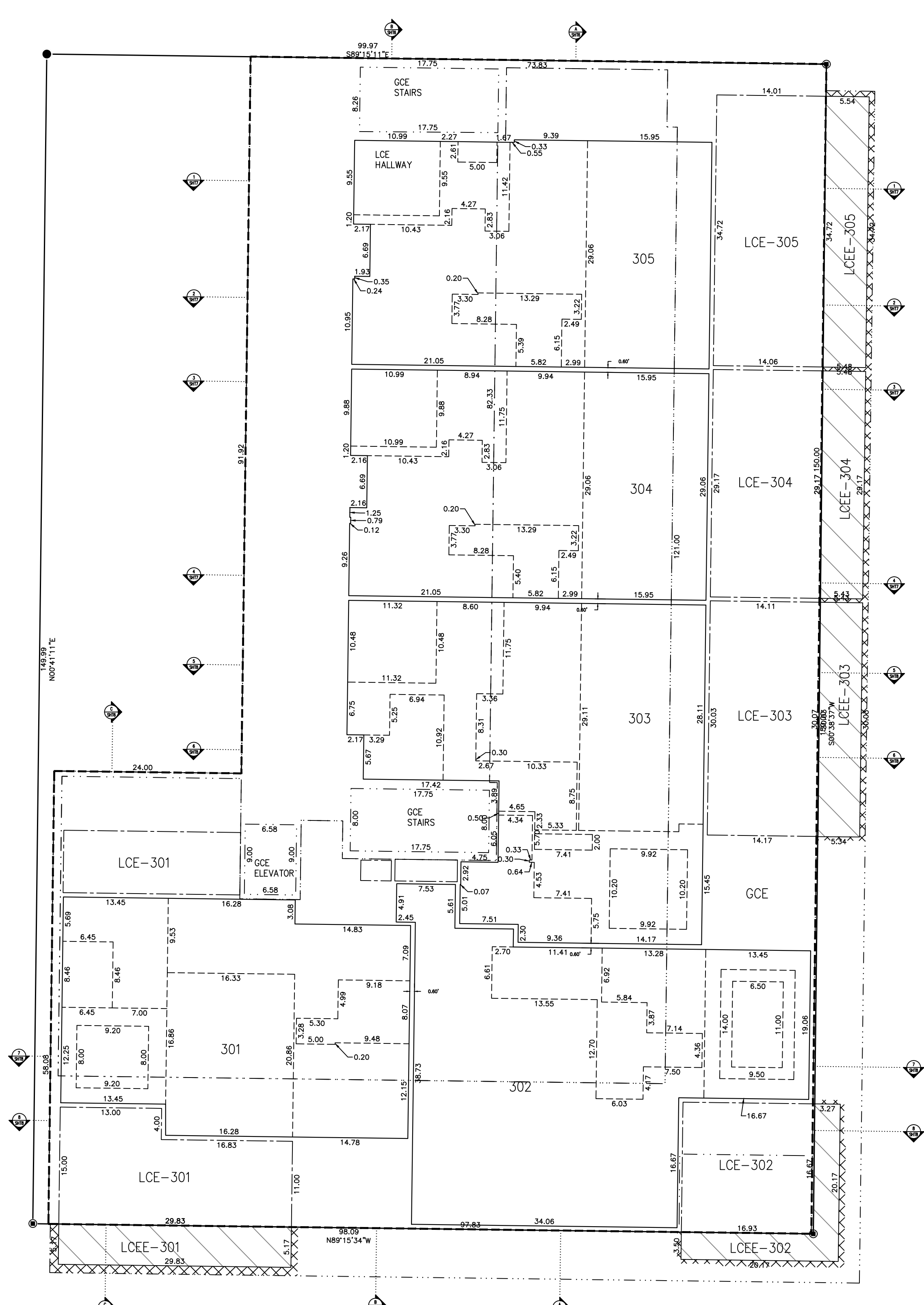
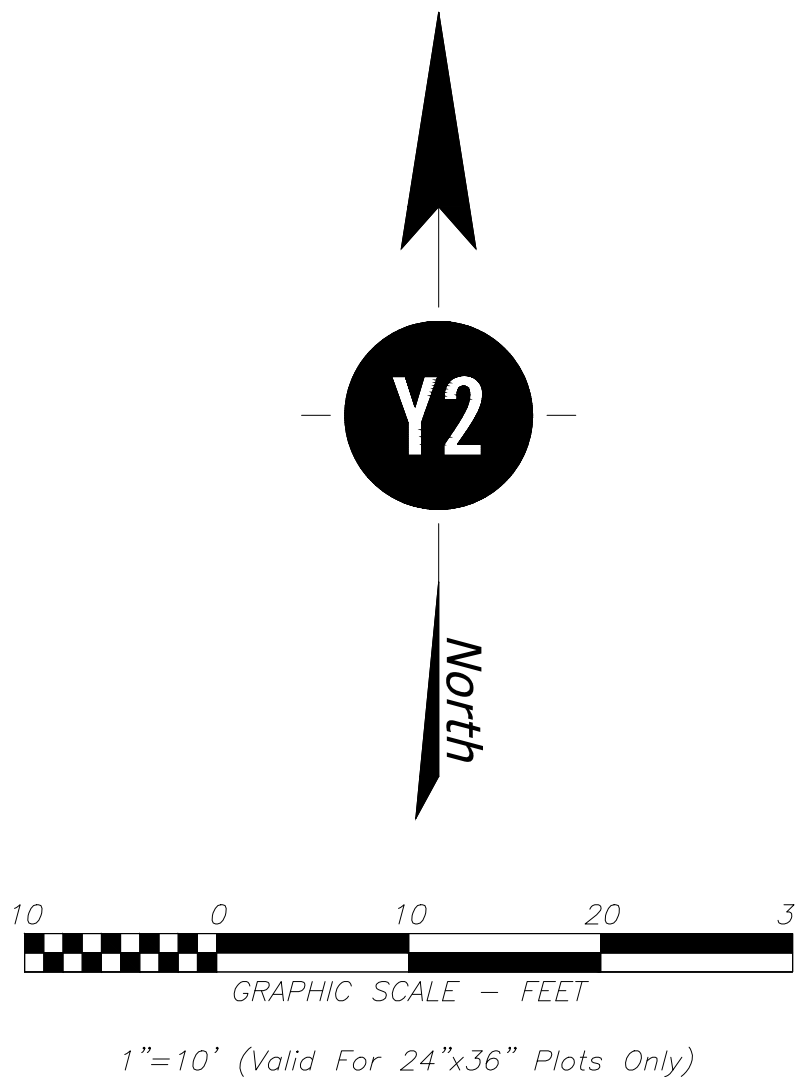
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THIRD FLOOR

Area Table	
Unit #	Area (sq ft)
301	1254.89
302	1604.29
303	1610.50
304	1316.87
305	1310.02

Area Table	
LCE Deck #	Area (sq ft)
301	380.16
302	281.85
303	424.65
304	410.89
305	487.27

Area Table	
LCE-E #	Area (sq ft)
301	154.14
302	124.83
303	162.17
304	159.09
305	191.29

FINAL PLAT
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CONDOMINIUM ADDITION TO THE
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A Condominium Subdivision Identical to Lots 11 and 12
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Teton County, Wyoming

Unit Map

PROJECT NUMBER: 17429
DRAWING DATE: 01/17/2023
REVISION DATE: 03/27/2023
DRAWN BY: TBL, JVC
REVIEWED BY: APH, DAF

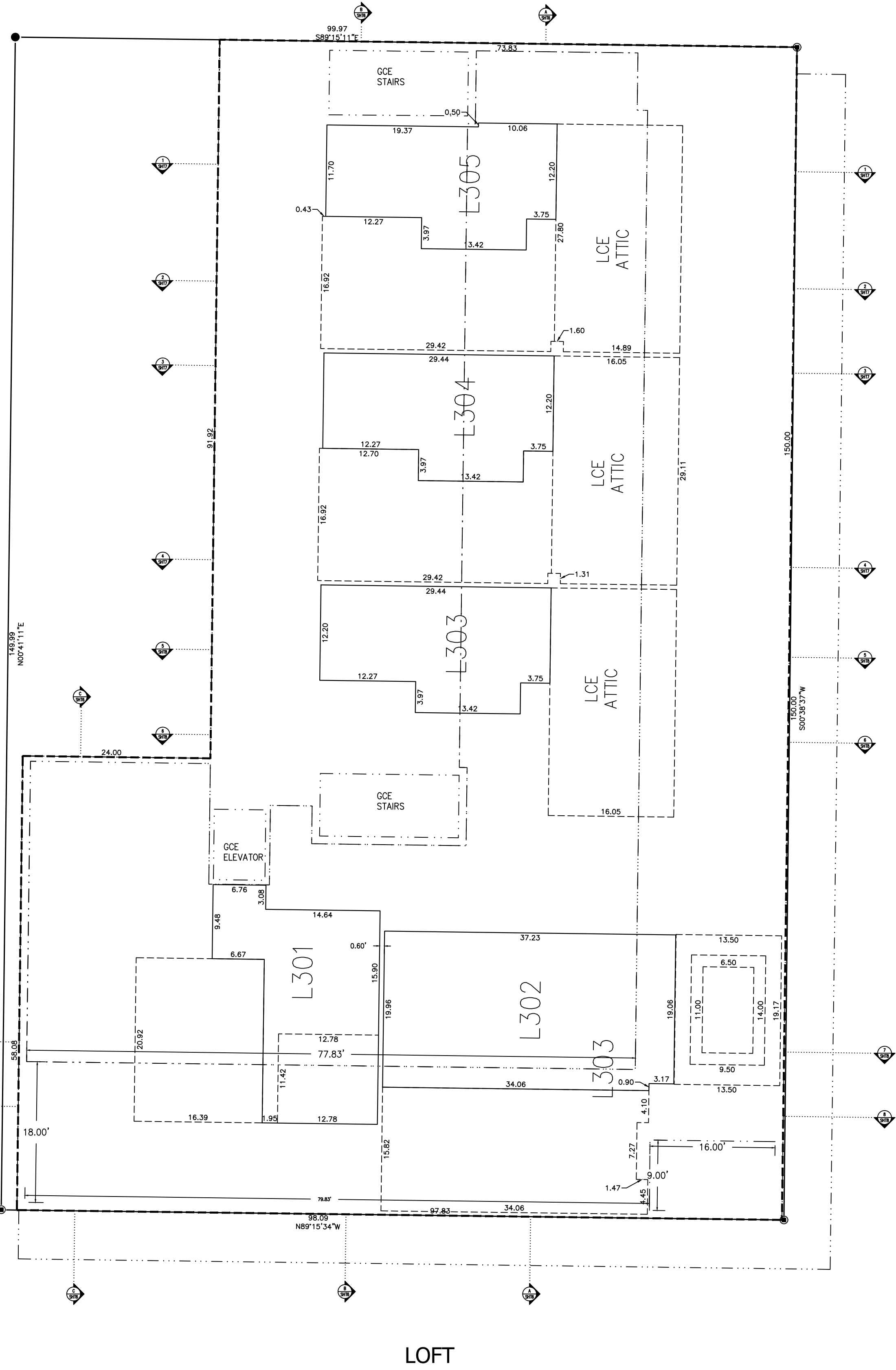
OWNER
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P.O. BOX 10483
JACKSON, WY 83002-0483

SURVEYOR
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CONDOMINIUM
INFORMATION
Number of Retail: 4
Number of Residential: 13
Total Retail: 0.12 acres
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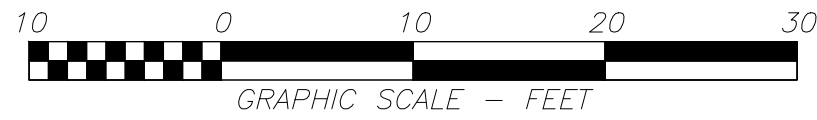
SHEET:
4 of 8

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LOFT

Area Table	
Loft Unit #	Area (sq ft)
301	465.79
302	740.36
303	412.34
304	412.33
305	402.64



1"=10' (Valid For 24"x36" Plots Only)

LEGEND

- Property Boundary
- Building Footprint
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GENERAL NOTES

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



Unit Map

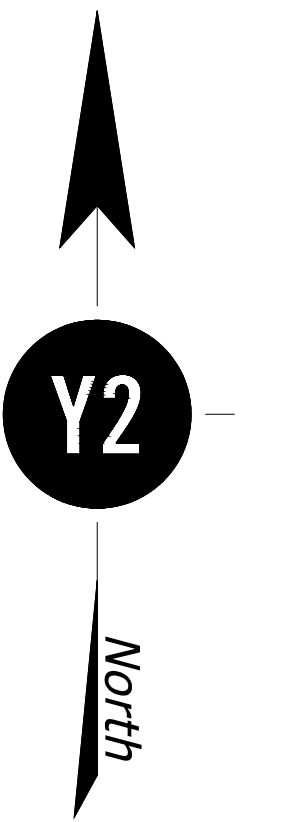
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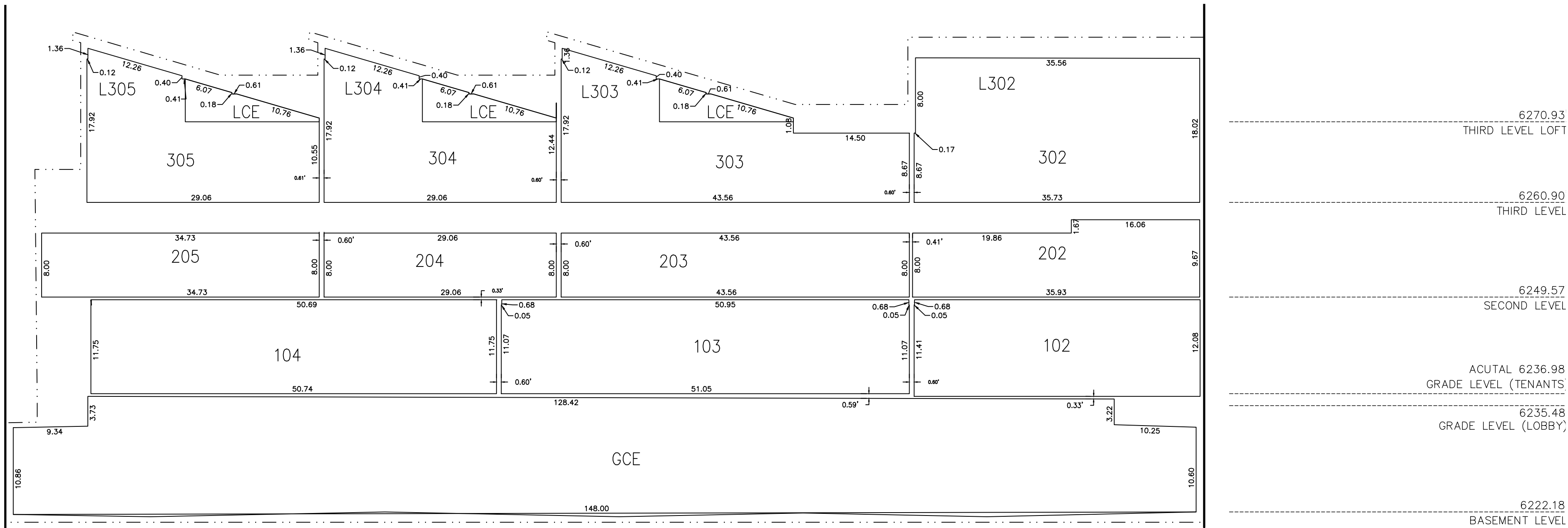
SHEET:
5 of 8



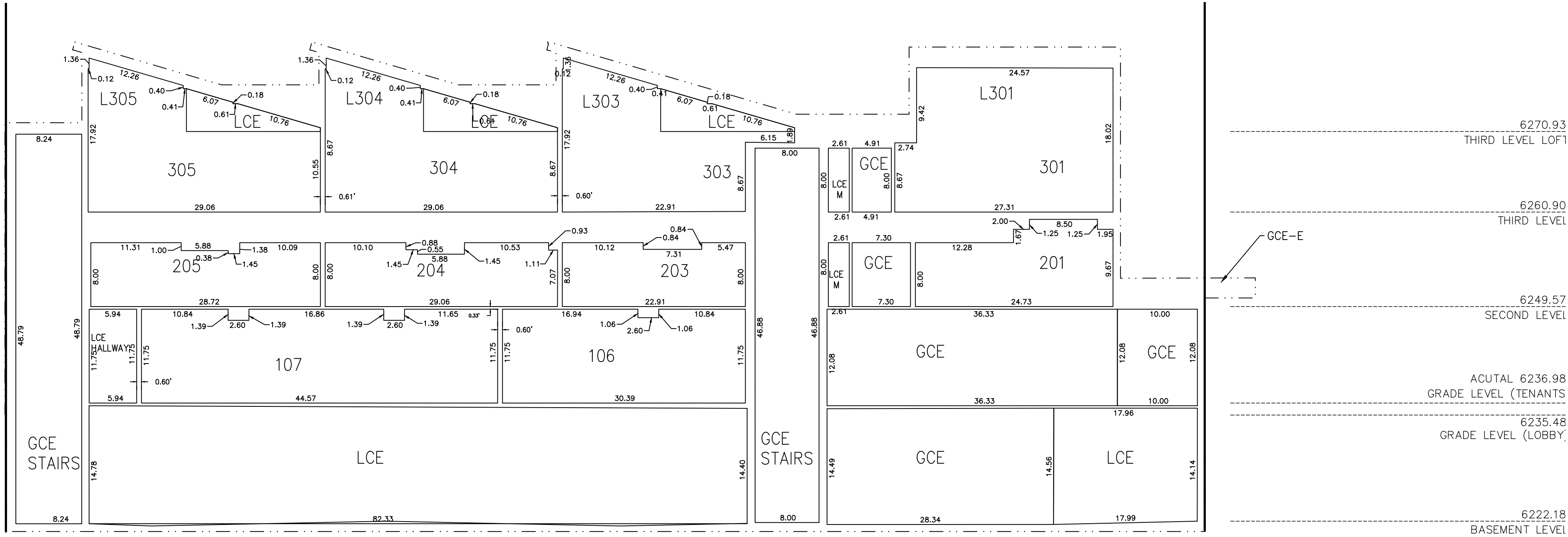
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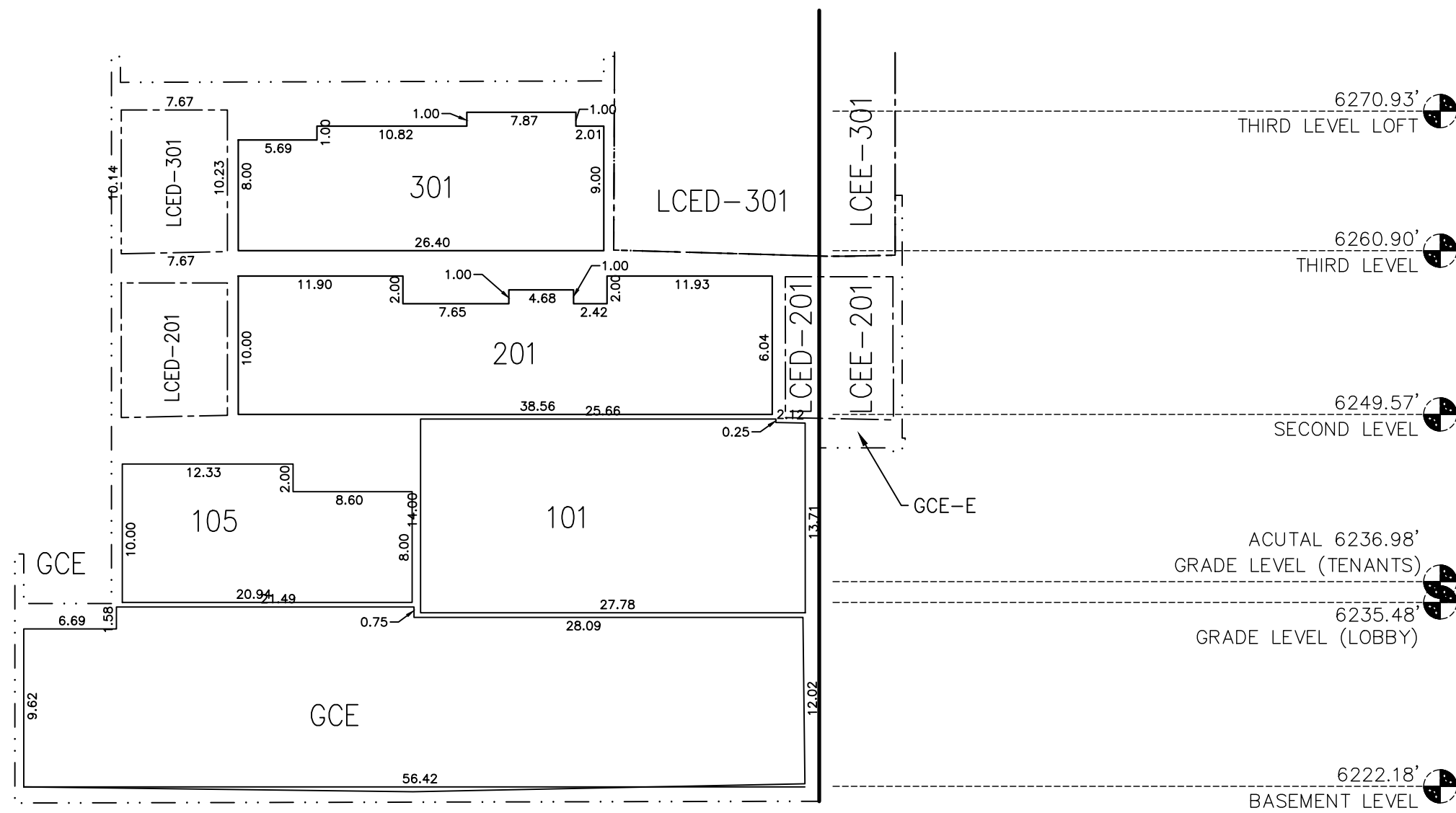
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SECTION A



SECTION B



SECTION C

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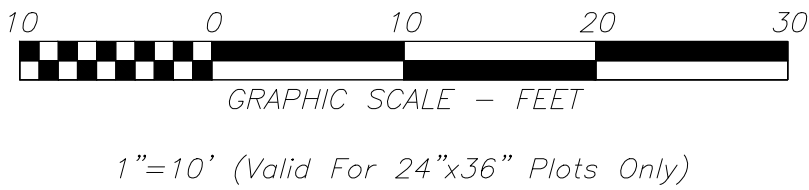
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CONDOMINIUM ADDITION TO THE
TOWN OF JACKSON
A Condominium Subdivision Identical to Lots 11 and 12
of Block 2 of the Second Wort Addition to
the Town of Jackson
Teton County, Wyoming

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

Y2
y2consultants.com
307.733.2999

SECTIONS	
PROJECT NUMBER:	17429
DRAWING DATE:	01/17/2023
REVISION DATE:	03/27/2023
DRAWN BY:	TBL, JVC
REVIEWED BY:	APH, DAF

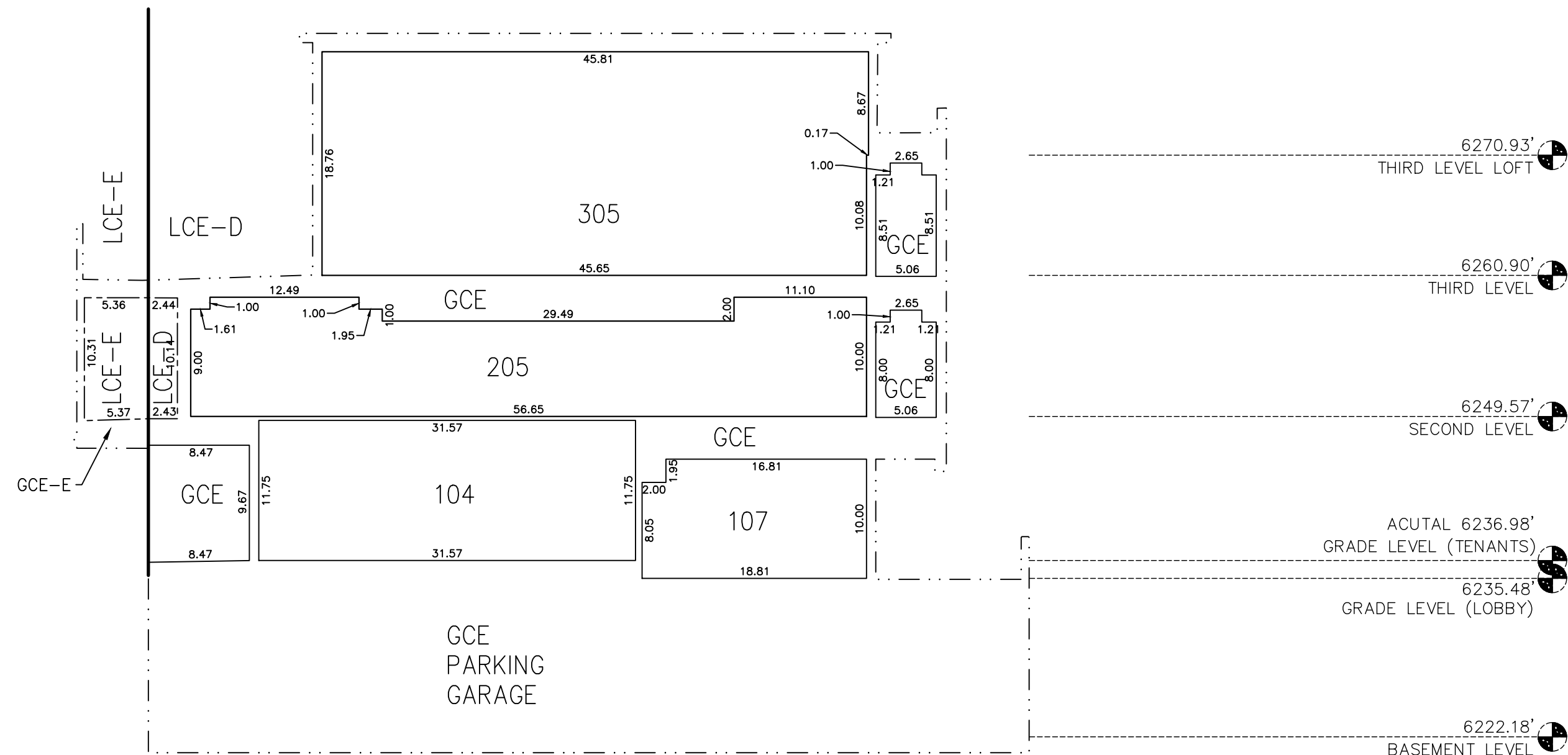
OWNER
ARTS DISTRICT WEST, LLC
P.O. BOX 10483
JACKSON, WY 83002-0483

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

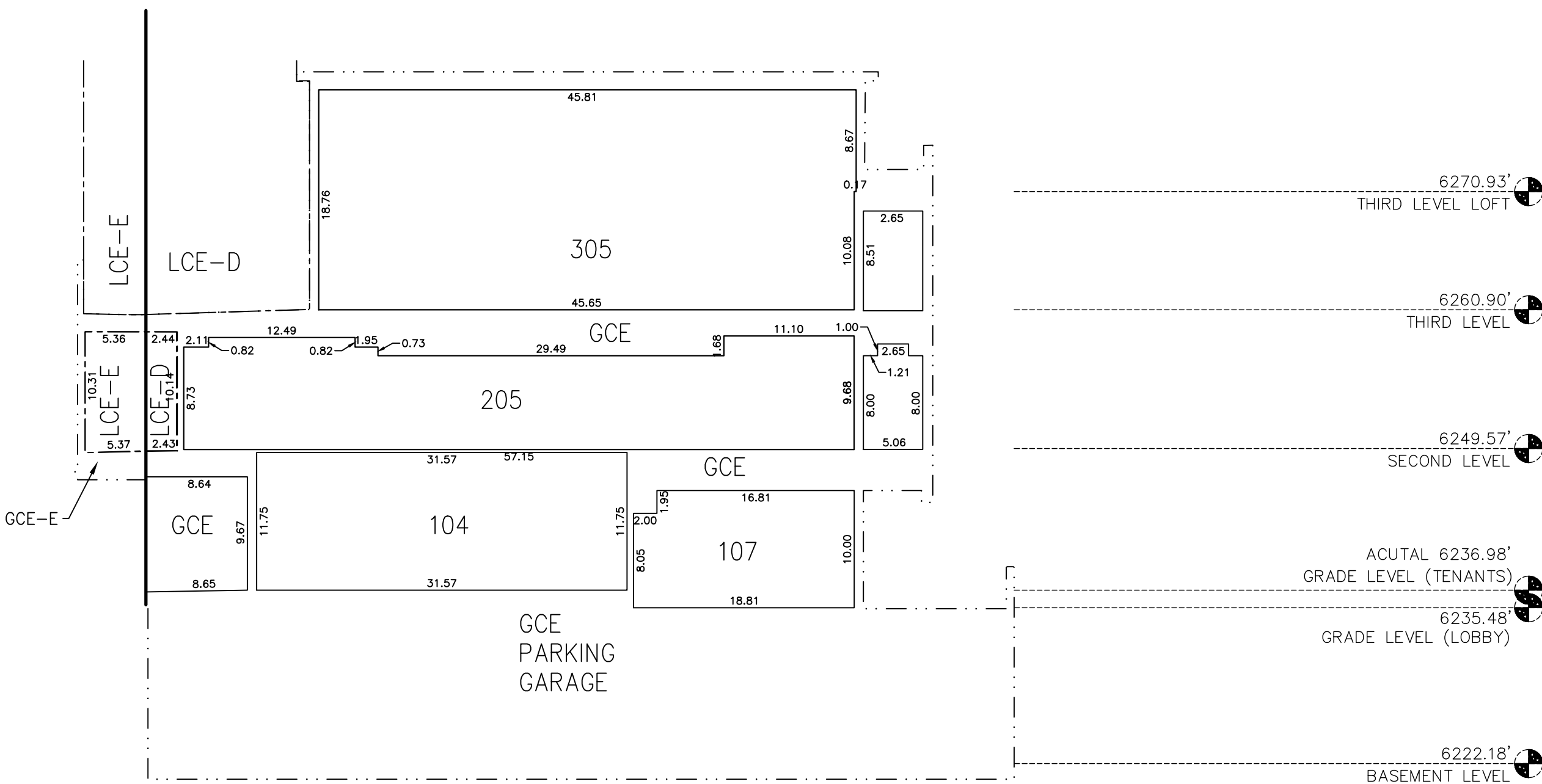
CONDOMINIUM INFORMATION
Number of Retail: 4
Number of Residential:13
Total Retail: 0.12 acres
Total Residential: 0.22 acres

SHEET:
6 of 8

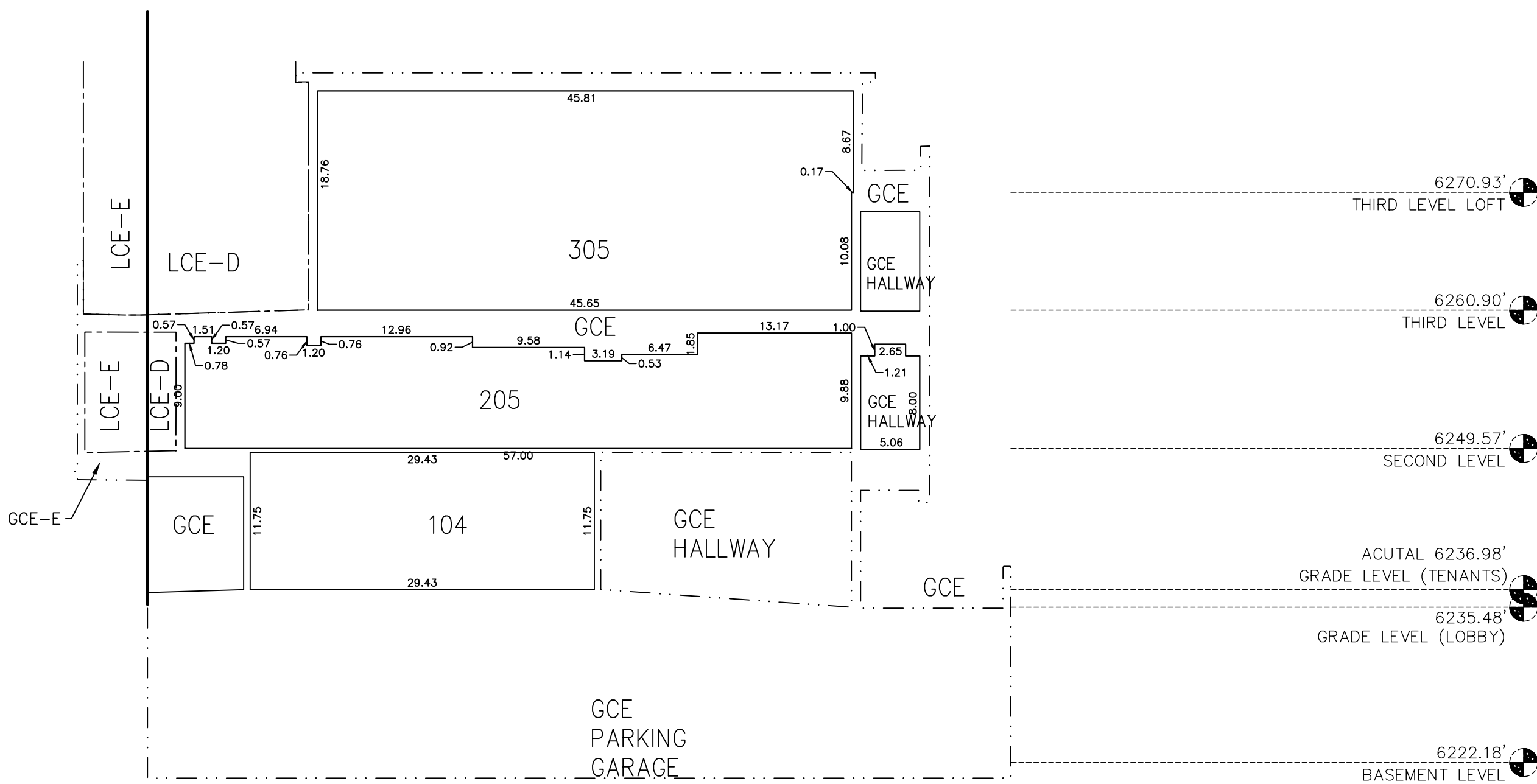
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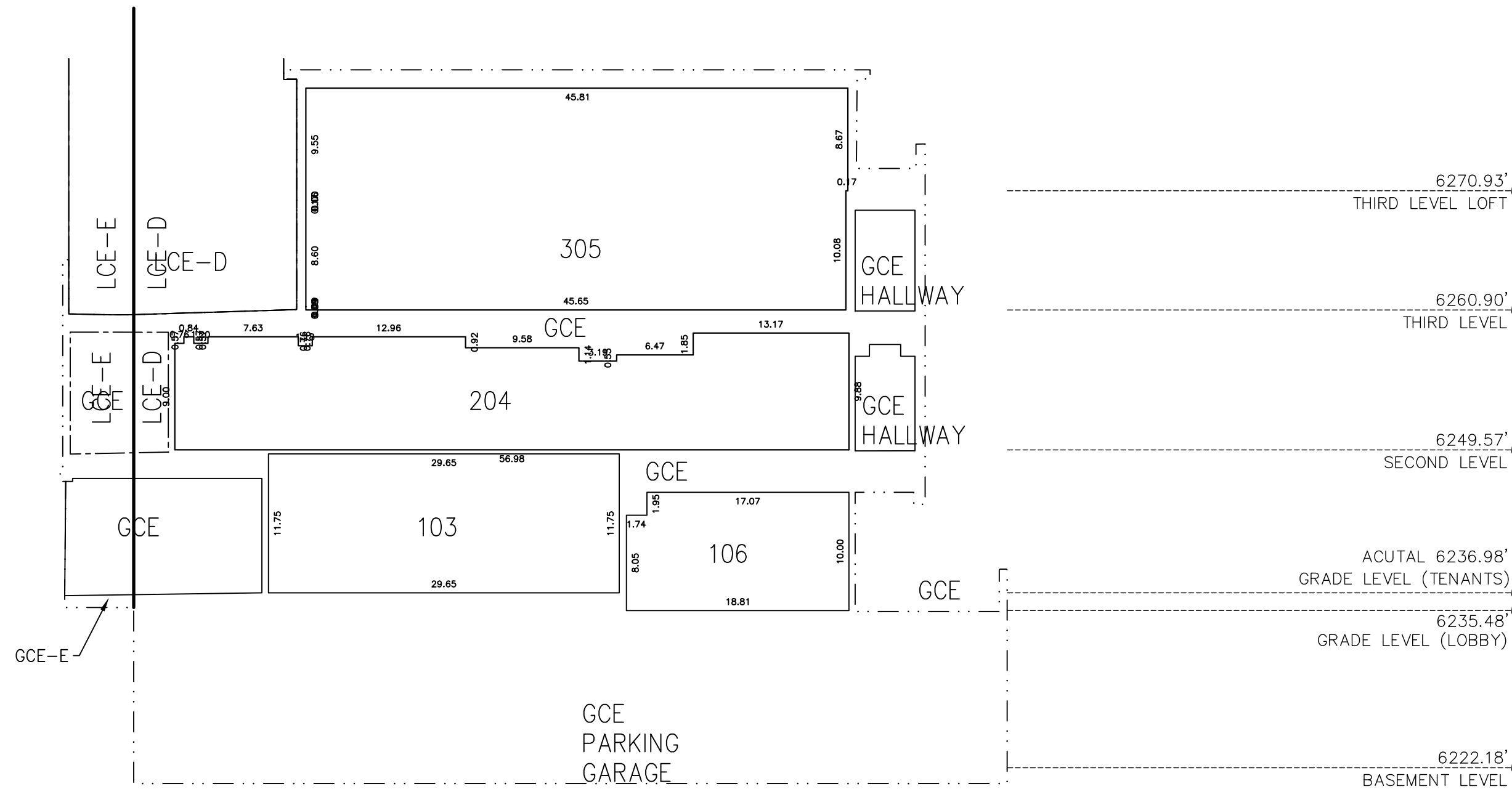
SECTION 3



SECTION 2



SECTION 1



SECTION 4

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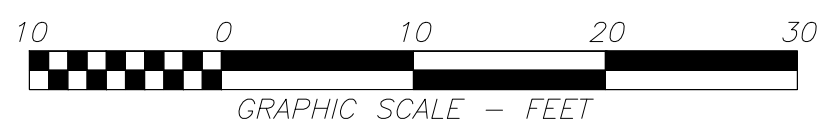
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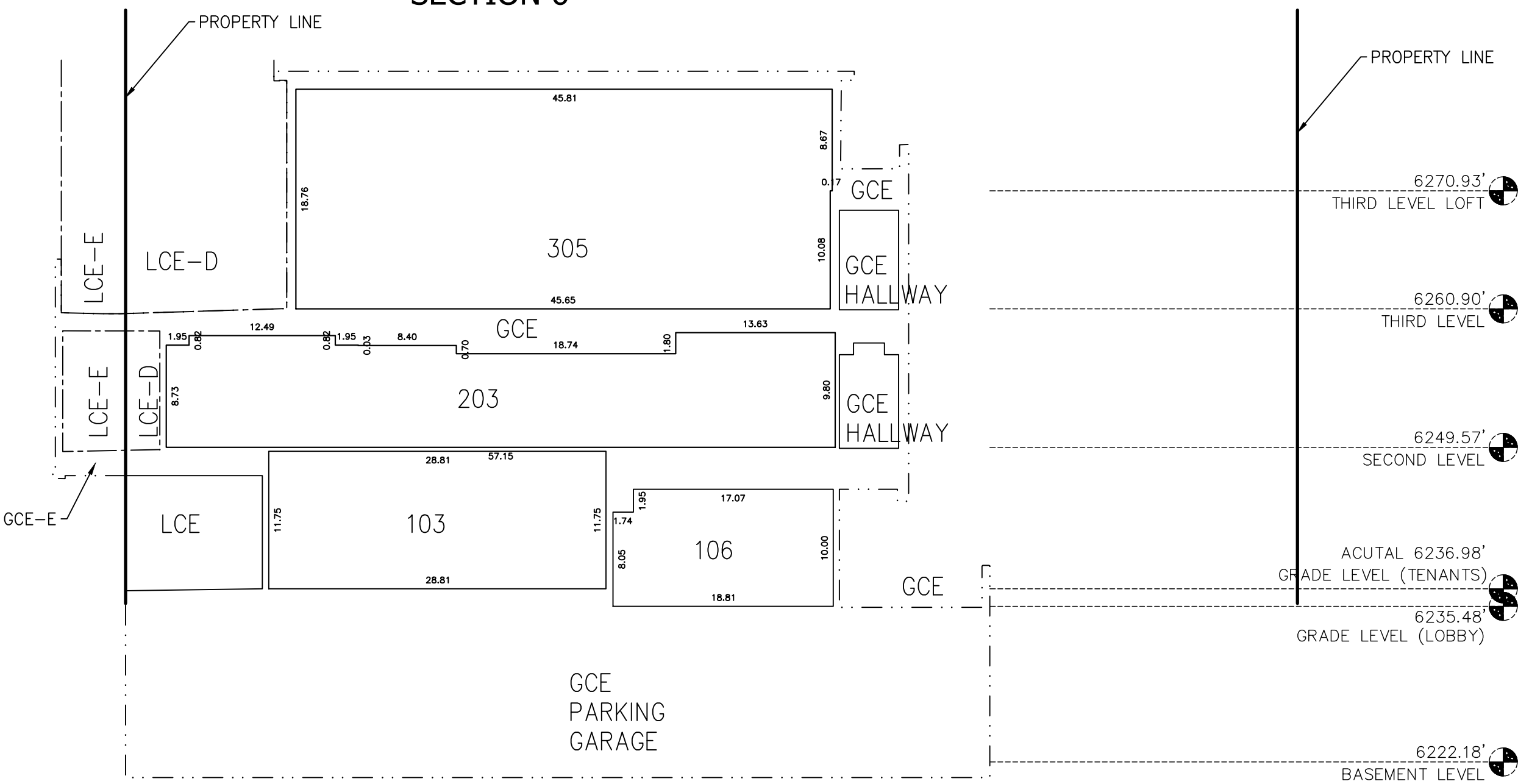
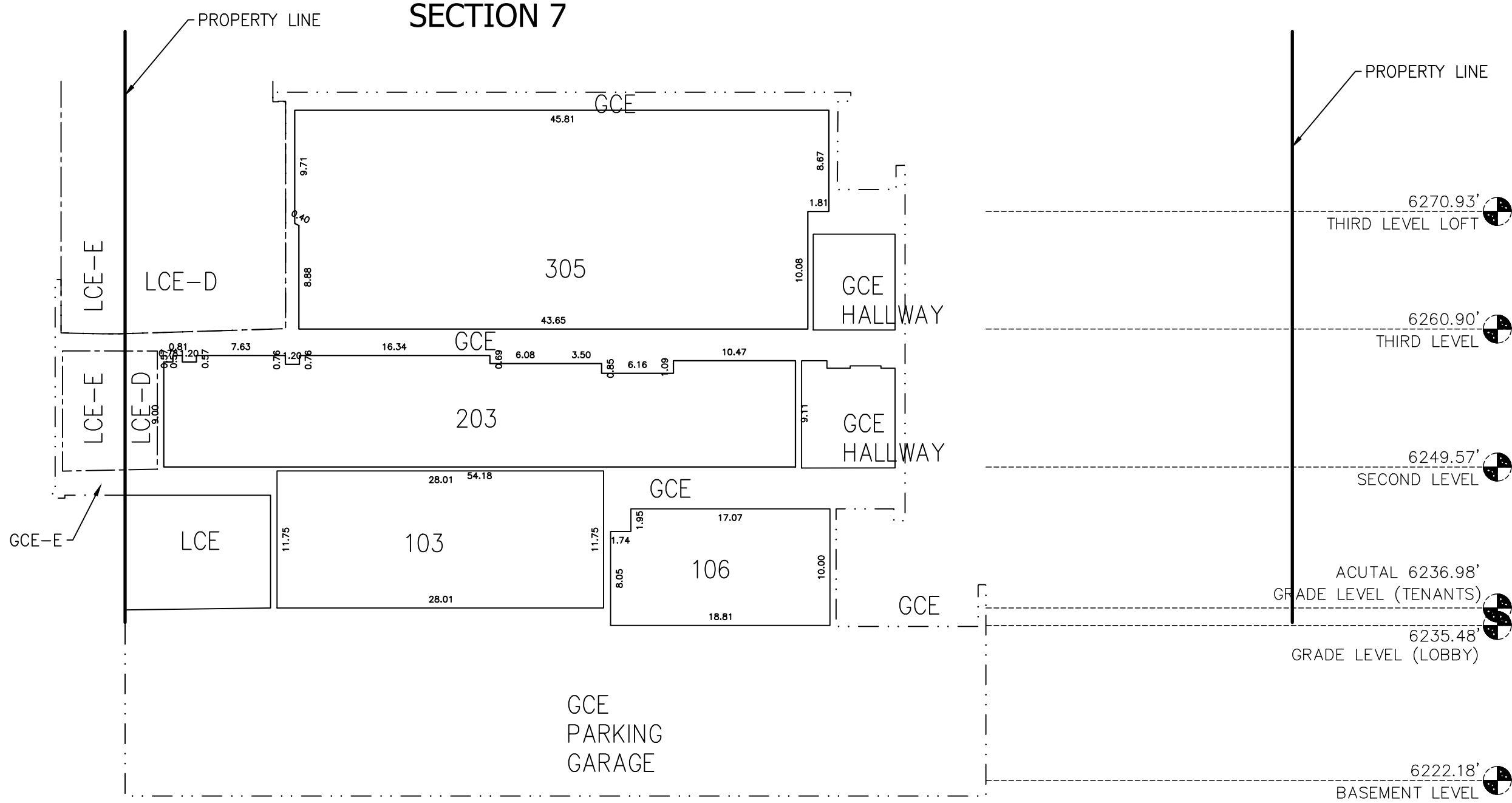
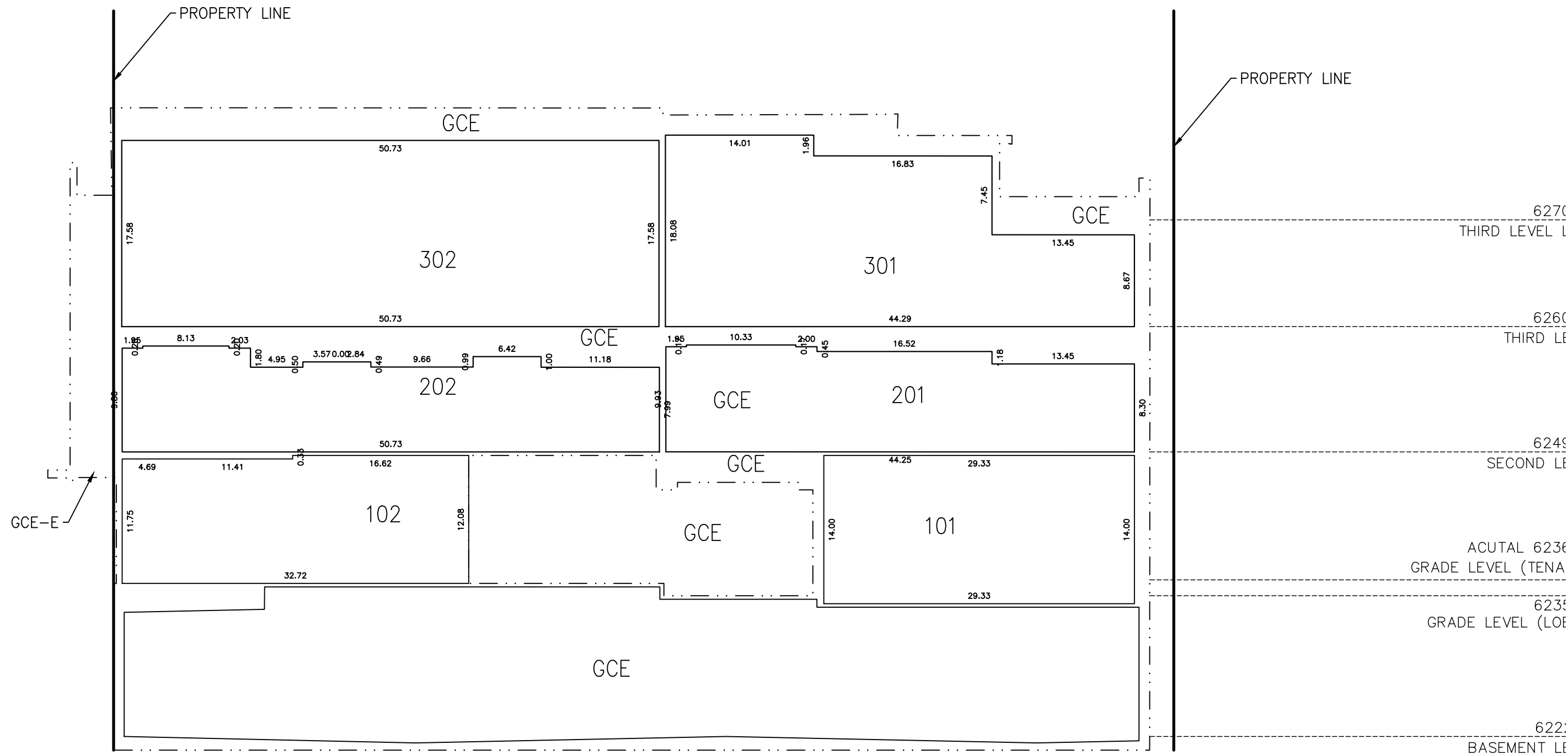
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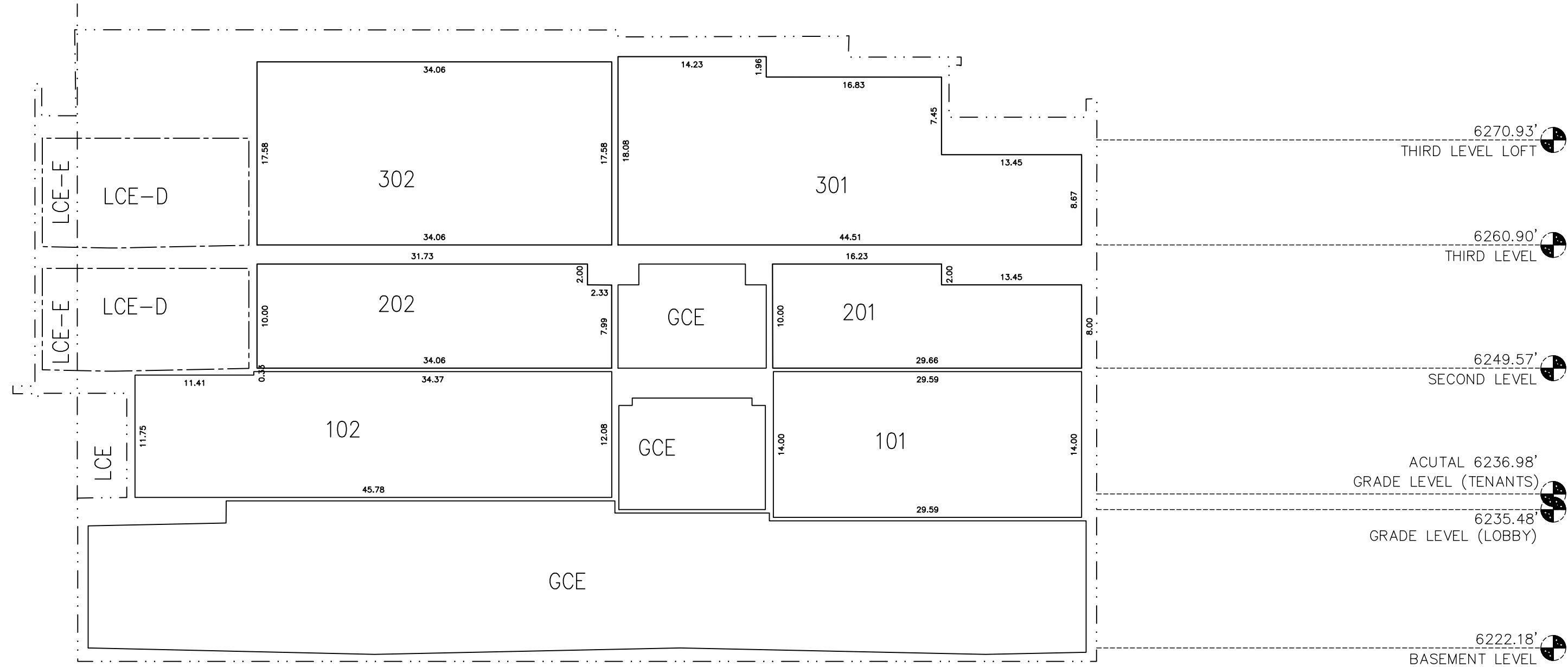
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INFORMATION
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Number of Residential: 13
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Total Residential: 0.22 acres

SHEET:
7 of 8

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SECTION 5



SECTION 8

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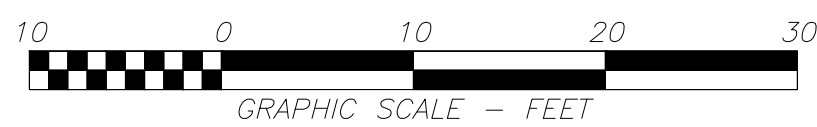
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CONDOMINIUM
INFORMATION
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Number of Residential: 13
Total Retail: 0.12 acres
Total Residential: 0.22 acres

SHEET:
8 of 8

**Declaration of Condominium
for the
Arts District West Condominium Addition to the Town of Jackson**

This DECLARATION OF CONDOMINIUM FOR THE ARTS DISTRICT WEST CONDOMINIUM ADDITION TO THE TOWN OF JACKSON (this “**Declaration**”) is made this _____ day of _____, 2023, by Arts District West LLC, a Wyoming limited liability company (the “**Declarant**”), pursuant to the Condominium Ownership Act, Wyoming Statute §§ 34-20-101 *et seq.* (the “**Act**”).

**ARTICLE I
CREATION OF THE COMMUNITY**

1.1 Purpose and Intent. The Declarant, as the owner of the real property known as the Arts District West Condominium Addition to the Town of Jackson, Jackson, Wyoming, according to Plat # _____ recorded in the Office of the Teton County Clerk on _____, 2023 (the “**Properties**” or “**Real Property**” or “**Project**”) intends by the recording of this Declaration to create a condominium project and provide for ownership of real property under the Act. This Declaration provides for the overall development, administration, maintenance, and preservation of the Real Property now or hereafter comprising Arts District West Condominium Addition to the Town of Jackson as a condominium community. Capitalized terms used herein but not defined shall have the meanings set forth in Article II below.

1.2 Type of Ownership. This Declaration and the Plat will provide a means for ownership in fee simple of separate interests in Units together with an undivided fee simple interest in the General Common Elements and Limited Common Elements, which General Common Elements and Limited Common Elements shall be subject to the provisions of this Declaration.

1.3 Binding Effect. The Project shall be owned, conveyed, and used subject to the provisions of this Declaration, which Declaration shall run with the title to the Properties. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Project and their heirs, successors, successors-in-title, and assigns. This Declaration shall be enforceable in perpetuity by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns.

1.4 Governing Documents. Governing Documents create a general plan of development for the Project that may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any additional covenants or restrictions, the Declaration, as amended, shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Project from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions, or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests, and invitees.

**ARTICLE II
DEFINITIONS**

Capitalized terms in this Declaration but not defined shall have the respective meanings set forth below. Unless the context clearly indicates otherwise, the following words and terms, when used in this Declaration, shall be defined as follows:

2.1 Association. Arts District West Condominiums Owners Association, a Wyoming nonprofit corporation, and its successors or assigns. The “**Articles**” shall refer to those Articles of Incorporation of the Association, as they may be amended from time to time. The “**Bylaws**” shall refer to those Bylaws adopted by the Association, as they may be amended from time to time.

2.2 Affordable Rental Units. Units 105, 106, and 107 as shown on the Condominium Plat that will be subject to a Special Restriction for Affordable Rental Housing recorded concurrently with this Declaration (the “**Affordable Rental Restriction**”). The Affordable Rental Units may be referred to collectively herein with the Free Market Units as the “Residential Units.” An individual Affordable Rental Unit may be referred to herein as an “Affordable Rental Unit” or a “Residential Unit” or a “Unit.”

2.3 Base Assessment. Assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses, as determined in accordance with Section 8.1.

2.4 Board of Directors or Board. The body responsible to the Members for operations of the Association, selected as provided in the Bylaws, and generally serving the same role as a board of directors under Wyoming corporate law. The Board of Directors may also be referred to as the “**Board**.”

2.5 Building. The structure constructed or located on the Real Property.

2.6 Common Elements. The General Common Elements, Limited Common Elements, Limited Common Elements – Mechanical, Limited Common Elements – Storage, Limited Common Elements – Parking, Limited Common Elements – Deck, and Limited Common Elements – Deck, in the aggregate, or a portion thereof, as the context requires. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners in the proportions provided in **Exhibit A** attached hereto and incorporated herein, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of their Unit, which right shall be appurtenant to the Unit.

2.7 Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Units including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents, which shall include, without limitation, the following: the administration and/or management of the Project; the maintenance, operation, repair, replacement, operation and insuring of the Common Elements; the furnishing of utility services, including without limitation sewer, water, propane gas, trash removal, electricity, basic or IP telephone (or other advanced technology for the provision of telephone services), firewood, cable, satellite or IP television (or any other advanced technology for the provision of television services), and high-speed internet access, and other common utilities services to the Units and Common Elements; driveway and parking garage maintenance, snow removal, and landscape services; furnishing security systems and services; taxes and special assessments from governmental or quasi-governmental entities or agencies; premiums for all insurance which the Association is required or permitted to maintain hereunder; wages of and other costs associated with Association managers, employees or contractors; legal, audit and accounting fees; amounts necessary to eliminate any deficit remaining from a previous period; any other operating, administrative and management costs, expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration or pursuant to the affirmative vote of the Board pursuant to this Declaration or the Bylaws.

2.8 Commercial Unit. Those Units designated as Units 101, 102, 103, and 104 on the Condominium Plat, each of which will be used by its Owners or Occupants only for Commercial Uses as such terms are defined in Section 4.3 hereto.

2.9 Declarant. As defined in the initial paragraph of this Declaration.

2.10 Free Market Units. Units 201-205 and 301-305 as shown on the Condominium Plat. Free Market Units may be referred to collectively herein with the Affordable Rental Units as the “Residential Units.” An individual Free Market Unit may be referred to herein as a “Free Market Unit” or a “Residential Unit” or “Unit.”

2.11 Governing Documents. A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws, the Articles, and the Master Rules and Regulations, if any, as they may be amended.

2.12 General Common Elements. The entire Project excepting all Units and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the entrances, parking garage, the land, the lobbies, stairways, and corridors not designated as LCE; (ii) all appurtenances; (iii) all pipes for water and sewer, ducts, flues, chutes, conduits, wires and other utility installations to (but not at) the outlets located in a Unit; and (iv) such component parts of walls, floors, ceilings, columns, roofs, and other structures and installations that are outside of the Unit boundaries as delineated or described on the Plat. The General Common Elements shall also include the “**General Common Elements – Encroachment**,” as shown on the Condominium Plat as “General Common Elements – Encroachment” or “GCEE,” which areas of the GCE encroach into a Town of Jackson right-of-way and are subject to the Encroachment Agreement recorded in the land records of Teton County, Wyoming on June 24, 2022 as Document No. 1041232. General Common Elements may be referred to herein and on the Condominium Plat as “**General Common Element**” or “**GCE**.”

2.13 Limited Common Elements. Those portions of the Common Elements as described by Wyoming Statute Section 34-20-103 as designated on the Plat or in this Declaration or in any amendment or supplement thereto, for the exclusive use of one or more but fewer than all of the Units. Limited Common Elements may be referred to herein or on the Condominium Plat as “**Limited Common Element**” or “**LCE**.”

2.14 Limited Common Elements, Limited Common Elements – Mechanical. Those Limited Common Elements for the exclusive use of one or more Condominium Units as mechanical support systems as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one of more separately recorded instruments. Limited Common Elements – Mechanical may also be referred to herein and on the Condominium Plat as “**Limited Common Elements – Mechanical**,” “**LCE – Mechanical**,” or “**Mechanical Limited Common Elements**.”

2.15 Limited Common Elements – Parking. Those Limited Common Elements for the exclusive use of one or more Condominium Units as parking as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Parking may also be referred to herein and on the Condominium Plat as “**Limited Common Elements – Parking**,” “**LCE – Parking**,” or “**Parking Limited Common Elements**.”

2.16 Limited Common Elements – Storage. Those Limited Common Elements for the exclusive use of one or more Units as storage as designated by the Declarant herein, on the Plat and/or in one or more separately recorded instruments. Limited Common Elements – Storage may also be referred to herein and on the Plat as “**Limited Common Element – Storage**,” “**LCE – Storage**,” “**LCE – S**” or “**Storage Limited Common Elements**.”

2.17 Limited Common Elements – Deck. Those Limited Common Elements for the exclusive use of one or more of the Condominium Units as a deck as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Deck may also be referred to herein and on the Condominium Plat as “**Limited Common Elements – Deck,**” “**LCE – Deck,**” or “**Deck Limited Common Elements.**”

2.18 Limited Common Elements – Encroachment. Those Limited Common Elements as shown on the Condominium Plat as “Limited Common Elements – Encroachment” or “LCEE,” and that encroach into a Town of Jackson right-of-way and are subject to the Encroachment Agreement recorded in the land records of Teton County, Wyoming on June 24, 2022 as Document No. 1041232.

2.19 Limited Common Expense. A Common Expense that does not benefit all Units, such as those expenses incurred with respect to the Limited Common Elements.

2.20 Master Rules and Regulations. The Master Rules and Regulations are the Rules and Regulations adopted by the Board, if any, pursuant to Section 3.2 hereof.

2.21 Member. A Person subject to membership in the Association pursuant to Section 0.

2.22 Mortgage. Any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

2.23 Mortgagee. Any person, or any successor to the interest of such person, named as the mortgagee, trust beneficiary, or creditor under any Mortgage under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

2.24 Occupant. Any person or persons in possession of a Unit, including Unit Owners, lessees, guests, agents, employees, and invitees of such person or persons.

2.25 Owner. Any person or entity, including Declarant, at any time owning a Unit. The term “Owner” shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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

2.27 Plat or Final Plat or Condominium Plat. The Final Plat of the Arts District West Condominiums, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, consisting of a plat of the Real Property, showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit numbers identifying the Units and the General Common Elements and Limited Common Elements, together with such other information as may be included therein in the discretion of the Declarant.

2.28 Public Records. The official records of the Clerk of Teton County, Wyoming.

2.29 Residential Unit. Those certain Units designated as Units 105, 106, 107, 201, 202, 203, 204, 205, 301, 302, 303, 304, and 305 on the Condominium Plat, each of which shall be occupied and used by Unit Owners and Occupants for residential purposes only.

2.30 Special Assessment. Assessments levied in accordance with Section 8.3.

2.31 Specific Assessment. Assessments levied in accordance with Section 8.4.

2.32 Supplemental Declaration. An instrument filed in the Public Records pursuant to Article IX that imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.33 Unit or Condominium Unit. Those certain individual air spaces as designated and delineated on the Plat. Each Unit shall consist of that part of the Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plat. The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors, or ceilings (including common walls to separate Units) shall be a part of the Common Elements. In addition, each Unit shall include the following: (a) all spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames, and all other fixtures and improvements within the boundaries of the Unit; (b) all outlets, lines, and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating, and waste disposal, within the boundaries of the Unit; and (c) all heating, hot water, and air conditioning apparatus exclusively serving the Unit. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical perimeter windows and doors themselves are part of the Common Elements as herein defined.

ARTICLE III USE AND CONDUCT

3.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements, and restrictions that govern the Properties. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology that inevitably will affect the Project, its Owners, and Occupants. Toward that end, this Article establishes procedures for modifying and expanding the initial Master Rules and Regulations, if any.

3.2 Rule-Making Authority.

(a) The Board may prepare and adopt the initial Master Rules and Regulations. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations. The Board shall send notice by e-mail to all Owners concerning any such proposed action as least 30 days prior to the Board meeting at which time such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective after compliance with Section 0 below unless disapproved at a meeting of the Members by more than 50% of the total votes entitled to vote on the matter. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then is subject to the outcome of such meeting. In no event shall any Rules or Regulations restrict or abridge rights and obligations granted in this Declaration.

(b) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations by a vote of more than 50% of the total votes entitled to vote on the matter pursuant to the Bylaws of the Association.

(c) At least 30 days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Master Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Master Rules and Regulations then in effect to any requesting Member or Mortgagee.

3.3 Owners' Acknowledgment and Notice to Purchaser. All Owners are given notice that use of their Unit is limited by the Master Rules and Regulations as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit, acknowledges and agrees that the use and enjoyment and marketability of their Unit can be affected by this Declaration and the other Governing Documents and that the Master Rules and Regulations may change from time to time. All purchasers are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Master Rules and Regulations or any other Governing Documents may be obtained from the Association, or if no Association has yet been formed, from the Declarant.

Furthermore, the Properties are located in proximity to (i) various retail, commercial, industrial, office, hotel, and restaurant and bar uses, and (ii) other proposed and potential future residential, rental, or commercial developments in the vicinity, all of which may emit or produce light, noise, sounds, music, vehicle and pedestrian traffic, shading, view interruption, or other nuisances or inconveniences that could affect an Owner's use and enjoyment of a Unit. In addition, Ownership of real property in mountain towns involves certain inherent inconveniences including, but not limited to: (a) dripping water onto decks from snow melt, (b) snow and ice build-up on decks and sliding from these surfaces during winter months, (c) noise and vibrations from explosions used in avalanche-mitigation efforts, and (d) other inconveniences arising from the sometimes-variable weather conditions in the mountains. Each Owner and occupant of a Unit acknowledges that such conditions may exist and may be objectionable to some persons and/or pets and further acknowledges and agrees that neither the Declarant nor the Association have any ability to control such operations or activities. By acceptance of a deed for their Unit, each Owner acknowledges that such events, conditions, and activities may result in nuisances or hazards to persons and property on or in the vicinity of such events and activities.

3.4 Signs. No signs whatsoever, including, but without limitation, commercial, political, and similar, visible from neighboring Units or the exterior of the Building, shall be erected or maintained upon any portion of the Building (including decks), except:

(a) Standardized unit number signs to be installed by Declarant outside the entrance of each Unit and additional identification panel(s) may be installed by the Association on the Building in a location to be determined by the Board;

(b) Those signs protected by law as set forth in Section 0; and

(c) Those signs permitted by the reserved right of Declarant and its agents pursuant to Section 0.

(d) Commercial signs for the Commercial Units that meet the standards of the Town of Jackson Land Development Regulations, as amended, that are permitted pursuant to a valid permit from

the Town of Jackson, and that are approved by the Declarant or Association, which approval shall not be unreasonably withheld.

The Board or its designee shall have the right to enter a Unit or the Properties and remove any sign in violation of this Article III, and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Unit, the Building, or the sign in removing the non-conforming sign, and all costs of removing and caring for the non-conforming sign as incurred by the Board shall be assessed against the applicable Unit Owner.

3.5 Protection of Owners and Others. No rule shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment) or in the initial Master Rules and Regulations:

(a) Equal Treatment. Similarly situated Owners shall be treated similarly by the Board and the Association; however, the Master Rules and Regulations may differ between floors, designated uses, and unit types.

(b) Displays. The rights of Owners to display political, religious, and holiday signs, symbols, and decorations inside their Units shall not be abridged.

(c) Activities Within Dwellings. No rule shall interfere with the activities carried on within the confines of dwellings, except as otherwise provided in this Declaration; provided, however, that the activities within each Unit shall be in accordance with the Town of Jackson Land Development Regulations and, for the Affordable Rental Units, in accordance with the Affordable Rental Restriction. Notwithstanding the foregoing, the Association may restrict or prohibit any activities in Units that create monetary costs for the Association or other Owners, that create a danger to the health or safety of Occupants of other Units, as applicable, that generate excessive noise or traffic, that create unsightly conditions visible outside a Unit as reasonably determined by the Board, or that create an unreasonable source of annoyance as reasonably determined by the Board.

(d) Insurance Rates. Nothing shall be done or kept on the Properties that would increase the rate of insurance or cause the cancellation of insurance for any Unit or the Common Elements without prior written approval of the Board.

(e) Allocation of Burdens and Benefits. No rule shall alter the allocation of financial burdens among the various Units, as applicable, to the detriment of any Owner over that Owner's objection expressed in writing to the Association. This provision does not affect the right to increase the amount of assessments as provided by Article VIII.

(f) Abridging Existing Rights. If any rule would otherwise require an Owner to dispose of personal property that they maintained in or on a Unit prior to the effective date of such rule, or to vacate a Unit in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owner without their written consent.

(g) Rights to Develop. No rule or action by the Association or Board shall impede the Declarant's right to develop the Properties or any property annexed into the regime of the Properties as provided for herein.

(h) **Unsightliness.** The Limited Common Elements, including parking spaces, storage areas, hallways, stairs, walkways, and deck, shall be kept in a neat and orderly fashion at all times. No exterior area may be used for the storage of recreational equipment.

The limitations in subsections (a) through (h) of this Section 0 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XIII.

3.6 Domestic Animals. Owners or Occupants shall be entitled to keep Household Pets as defined herein on the Properties; provided, however, that lessees leasing a Unit for less than 30 consecutive days shall not be permitted to keep Household Pets in any Units. The term “Household Pets” means generally recognized Household Pets such as dogs, cats, and birds. All animals not considered to be a domestic Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep, and goats, are prohibited from being maintained or cared for on the Properties. Household Pets may not be kept for any commercial purpose or in violation of the law. All Owners or Occupants desiring to house Household Pets in a Unit shall register each animal with the Board on a form provided by the Board. All Owners or Occupants who keep Household Pets on the Properties shall comply with the following requirements: Household Pets shall be cleaned up after; Household Pets shall be leashed within the Common Elements at all times; Household Pets shall not be tethered to any fixed objects within the Common Elements; and Household Pets shall not cause a nuisance to other Owners or Occupants through aggression or excessive barking. If a Household Pet of an Owner or Occupant violates these requirements, the Board may assess the Owner a penalty of \$500.00 per animal, per violation of these requirements. After the third violation, in addition to the monetary penalties, the Board may require an Owner, at its own expense, to remove the Household Pet from the Properties. The Owner of a Unit where a Household Pet is kept, as well as the legal owner of such pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of Common Elements affected by such Household Pet.

3.7 Vehicle Parking & Storage.

(a) All parking on any portion of the Plat is subject to the provisions of the applicable Governing Documents, and no party subject to this Declaration shall cause, or permit any party acting by or through such party to cause, any violation of the Governing Documents’ provisions as to parking.

(b) The parking spaces (“**Parking Spaces**”) and storage units (“**Storage Units**”) are reserved by the Declarant until such time as the individual Parking Spaces and/or Storage Units shall be assigned by the Declarant in a Supplemental Declaration setting forth the assignment of Parking Spaces and Storage Units. Upon assignment of a Parking Spaces and/or Storage Units to a particular Unit, such Parking Space and/or Storage Unit shall become LCE associated with, and available for the exclusive use of the Owner of said Unit, which Parking Space and/or Storage Unit shall be appurtenant to that Owner’s Unit. After assignment of Parking Spaces and/or Storage Units by the Declarant, the Board may establish rules concerning the use of the Parking Spaces and/or Storage Units. The Board shall also have full power and authority to regulate the Parking Spaces and/or Storage Units on the Property.

(c) Any visitor parking areas designated within the Property may be used only for short-term parking of the vehicles of guests and invitees of Owners.

(d) No vehicles may enter the parking garage on the Property that exceed 8’4” in height at any point (including roof racks, vehicle rooftop storage, or other items or equipment affixed to the top of the vehicle), 6’8” in width, or 18’6” in length (including hitches, hitch racks, behind-vehicle storage, or other items or equipment affixed to the rear of the vehicle).

(e) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), snowmobiles, go carts, recreational vehicles, ATVs, golf carts, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the “**Prohibited Vehicles**”) shall be parked or stored in or upon the Project, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on the Project.

(f) An “abandoned or inoperable vehicle” shall mean any motorized vehicle that does not display a current valid motor vehicle license and registration tag or that does not have an operable propulsion system within the vehicle. If the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within 72 hours thereafter, the Board shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the Owner granted the exclusive right to the LCE – Parking on which the vehicle is located and to enter upon such Limited Common Element for such purpose, all without liability on the part of the Board.

(g) Any Owner wishing to install an electric vehicle charging station in the Parking Spaces must first apply for and obtain the written permission of the Association, which approval may with granted or withheld in the Association’s sole discretion.

3.8 Nuisance. No noxious or offensive activity shall be carried on upon the Properties or any Unit within the Properties, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners or occupants in their enjoyment of their Unit, or in their enjoyment of the Common Elements. Without limiting the foregoing, no horns, whistles, bells, or other sound devices, except security devices used exclusively to protect the security of the Properties and improvements located thereon, shall be placed or used upon any Unit. Subject to any alternative provisions set forth in the Rules and Regulations, smoking at any time is prohibited in any area of the Project, both within Units and within Common Elements, whether General Common Elements or Limited Common Elements, and whether enclosed or outdoors. This policy applies to all Owners, tenants, guests, employees, and servicepersons. The term “smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or vaping device in any manner or in any form.

3.9 Garage. Subject to the reservation of Declarant set forth in Section 9.2, only the Owners and Occupants of those Units assigned and allocated LCE – Parking and LCE – Storage (and their tenants and invitees) shall be permitted to enter the garage under the Building where such LCE – Parking and LCE – Storage are located. The Owners and Occupants of such Units shall use the LCE – Parking and LCE – Storage assigned and allocated to each Unit in accordance with the provisions of this Declaration and any supplements and amendments thereto, and the Master Rules and Regulations.

3.10 Approval of Window Coverings. The Board shall have the right to approve all window coverings on windows of Units contained within exterior walls. Each Owner shall submit to the Board a written request for approval of exterior window coverings, which request shall contain a description of such window coverings and any other documents or samples required by the Board for review of the request. The Board shall thereafter review the request and respond in writing to the applying Owner within 15 days of receiving the request either approving or denying the request for approval. If the request is denied, such Owner shall be prohibited from installing such window coverings. Failure by the Board to respond within the 15-day deadline shall be deemed approval of the request.

3.11 Storage of Firewood; Exterior Fires. The cutting and storage of firewood and flammable materials by an Owner is prohibited on the Property. Exterior fires are prohibited on the Property, except for gas barbeque fires contained within gas barbeque receptacles, but in no event may charcoal grills, outdoor chimneys (chimeneas), wood or similar cooking smokers, or fire pits be permitted on the Properties. The burning of trash, organic matter, or miscellaneous debris shall be prohibited on the Property.

3.12 Restrictions Regarding Exteriors. No changes, modifications, or improvements may be made to the exterior of any Unit without the approval of the Board. The following items are prohibited from being attached, stored, or erected in any manner on any LCE – Deck or within the General Common Elements: window boxes, hammocks, bird feeders, plastic flower/plant containers, umbrellas, sunshades, bicycles, recreational equipment (including skis, ski equipment, kayaks, canoes, stand-up paddleboards, inner tubes, playground equipment and similar items), heat lamps, trash containers, decorative flags, prayer flags, signs (except as permitted by Section 3.4), banners, placards, pictures, screens, outside clothing lines or other outside clothes drying or airing facilities, string lighting, children's toys or equipment, or any similar items. For each violation of this Section, the Association may assess a penalty of \$200.00 per violation per day while the violation continues in addition to the other remedies set forth in this Declaration.

3.13 Satellite Dishes. No exterior radio, television, microwave, or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit, on the exterior of the Building, and/or within the LCE – Deck. Declarant or the Association may install one or more exterior radio, television, microwave, or other antenna or antenna dish or signal capture and distribution device for the Building; provided, however, that no Owner shall be compelled to pay for services serving Units from Declarant- or Association-installed communications infrastructure that Owners do not use.

ARTICLE IV IMPROVEMENTS; MAINTENANCE AND REPAIR BY OWNERS

4.1 General Restrictions on Improvements to Units. The Owner of any Unit shall not make any improvements or modifications to such Unit or to the Common Elements, except that any Owner may remodel, paint, or redecorate the interior of its Unit without approval of the Board. In no event will the owner of a Unit alter any structural element of the Unit, Project, or Common Element, or make any modifications to the portions of the Unit visible from outside without the express written approval of the Declarant or Board.

4.2 Enforcement. Any structure, improvement, or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Declarant, the Association, or either of their designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the Owner of the Unit at which the violation was present, and collected as a Specific Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Declarant, nor the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this Section. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article.

4.3 Development and Use Restrictions. All development of the Properties shall conform to the following requirements:

(a) Town Land Use Regulations. Conformity with any and all applicable land use regulations of the Town of Jackson, Wyoming shall be required in addition to the requirements of this Declaration.

(b) Authorized Use for Residential Units. Residential use shall be permitted in Residential Units, together with the keeping of Household Pets subject to the limitations set forth in this Declaration.

(c) Authorized Use for Commercial Units. Subject to any further restrictions filed by Declarant pursuant to Article IX, the Commercial Units may be used for restaurant, café, bar, office, retail, or any other use approved by the Board (the “**Commercial Uses**”).

(d) Third Party Property or Management Leasing Service Companies. In the interest of assuring consistent and high-quality maintenance and operation of the Units, all companies providing property management or leasing services to the Units, and all programs by which such services or activities are to be provided or undertaken with respect to the Units, shall be subject to prior approval by the Board.

4.4 Maintenance by Owners. Each Owner shall maintain, repair, and replace, at such Owner’s expense, all portions of the Owner’s Unit, including internal installations such as appliances, heating, plumbing, electrical and air conditions fixture, and any other utility service facilities located within a Unit. It is also each Owner’s responsibility to maintain, repair and replace, at such Owner’s expense, the appurtenances to such Owner’s Unit, including, without limitation, windows, doors, sliding doors, vestibules and entryways, and of all associated structures and fixtures therein. The forgoing obligations include, without limitation, the responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances. Subject to the Association’s reservation set forth in Section 8.4(a), each Owner shall remove all snow, leaves and debris from the decking (LCE-Deck) appurtenant to such Owner’s Unit, in each instance without material adverse impact on any other Owner’s use or enjoyment of its Unit or any Common Element, however notwithstanding anything herein to the contrary, the responsibility to maintain the staining and/or painting of the decking (LCE-Deck) shall be the responsibility and expense of the Association. If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace, the Declarant and/or the Association shall be authorized, after providing 15 days’ notice to the Owner, to enter upon the Unit to cure such failure and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

4.5 Limited Common Elements – Storage Prohibitions. The following items are prohibited from being stored within a Limited Common Elements – Storage: paint, highly flammable materials, food products, and any item that attracts vermin or produces an odor.

ARTICLE V CONDOMINIUM DECLARATION

5.1 Estates of an Owner. The Project is hereby divided into Condominium Units, each consisting of a separate interest in a Condominium Unit and an undivided interest in common in the Common Elements in accordance with the Final Plat which sets forth the Common Elements appurtenant to each Condominium Unit. The percentage of ownership interest in the Common Elements which is to be allocated to each Unit for purposes of voting, taxes, assessments, and other charges under Wyoming statute § 34-20-104(a) and for purposes of liability shall be the same as set forth on **Exhibit A**. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The legal description of each Unit shall be as provided in Article V herein and as shown on the Condominium Plat.

5.2 Title. Title to a Condominium Unit may be held or owned by an entity and in any manner in which title to any other real property may be held or owned in the State of Wyoming.

5.3 Inseparability. No part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be separated from any other part thereof during the period of Condominium Unit ownership prescribed herein, so that each Condominium Unit and the undivided interest in the Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium Unit shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium Unit, together with all appurtenant rights created by law or by this Declaration.

5.4 Partition Not Permitted. The Common Elements shall be owned in common by all owners of Units and no Owner may bring any action for partition thereof.

5.5 Owner's Right to General Common Elements and Limited Common Elements. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the General Common Elements shown on the Final Plat and defined herein. Each Owner shall have the exclusive right to use and enjoy the Limited Common Elements designated to such Owner on the Final Plat or in a supplement hereto.

5.6 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium Unit. If any taxes or special district or other assessments may, in the opinion of the Association, become a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefore. Each Owner shall pay the taxes or assessments assessed against her/his Condominium Unit, or interest therein, or his/her interest in the Common Elements or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Common Elements in proportion to her/his interest in the Common Elements, such payment to be made to the Association at least 30 days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at 18% per annum from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Sections 8.8 and 8.9 hereof. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Common Elements shall be apportioned among the Owners of Condominium Units as provided in Article VIII hereof.

5.7 Owner's Rights with Respect to Interiors. Except as provided in this Declaration, each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors, doors and clean the exterior and interior surfaces of the windows, all of which form the boundaries of his/her Condominium Unit and all walls, ceilings, floors, and doors within such boundaries.

5.8 Declarant's Right Incident to Construction. Declarant, and persons it shall select, shall have the right to ingress and egress over, upon, and across the Common Elements, the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project.

5.9 Legal Description. Every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the number shown on the Final Plat and this Declaration as each appears on the records in the Office of the Teton County Clerk, in the following fashion:

Unit [X] as shown on the Arts District West Condominium Addition to the Town of Jackson appearing in the Records in the Office of the Teton County Clerk as Plat No. [X] as defined and described in Declaration of Condominium for the Arts District West Addition to the Town of Jackson recorded in the Records in the Office of the Teton County Clerk, in Book [X] of Photo at Pages [X] to [X], and all amendments or supplements thereto.

Such description will be construed to describe the Condominium Unit, together with the appurtenant undivided interest in the Common Elements and to incorporate all the rights incident to ownership of a Unit and all the limitations on such ownership as described in this Declaration.

5.10 Right to Combine Units. Declarant reserves the right to physically combine the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Units in the future. Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited Common Elements any walls, floors, or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become Common Elements if the combined Units become subject to separate ownership in the future.

ARTICLE VI THE ASSOCIATION AND ITS MEMBERS

6.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Elements. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming.

6.2 Membership. Every Owner of a Unit, by virtue of their purchase of a Unit or the acceptance of a deed therefore, shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 0, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Master Rules and Regulations.

6.3 Voting. The Association shall have one class of membership. The total number of votes that may be cast by all members of the Association shall be set as provided for in the Bylaws, and each Owner shall be entitled to vote in the percentages shown on **Exhibit A** attached hereto, in the column Ownership Percentage of Common Elements.

(a) **Exercise of Voting Rights.** The vote for each Unit owned by a Member shall be exercised by the Owner of the Unit. In any situation where there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it in a conflicting manner.

(b) **Commencement of Voting Rights.** Voting rights within the Association as to each Unit shall vest upon the commencement of assessment obligations for such Unit.

6.4 Association Board of Directors. The Association's Board shall consist of three directors. Notwithstanding any other provision set forth herein or in any of the Governing Documents, the initial Board and all replacements shall be appointed by the Declarant for three-year terms until the expiration of the Declarant rights as provided in Article IX. Each director appointed by the Declarant shall serve (irrespective of the expiration of a term) until the earlier of the appointment of their successor by Declarant, or their death, resignation, or removal. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

ARTICLE VII ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property.

- (a) Control shall pass to from Declarant to the Association as set forth in **Section 9.11**.
- (b) The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property.
- (c) The Declarant and its designees may convey real or personal property to the Association and the Association shall accept such property.

7.2 Maintenance by Association.

- (a) The Association shall maintain, repair, and replace all utility services or other types of elements and easements that are utilized in common, such as, but not limited to, sewer or water lines, up to the connection point at the boundary of each Unit.
- (b) The Association shall maintain, in accordance with the Governing Documents, the General Common Elements as designated on the Final Plat, including but not limited to, the maintenance, repair and replacement of all heat pumps utilized by more than one Unit, siding, roofing, exterior windows, exterior doors, stairwells, driveways, foyers, trees, and sidewalks.
- (c) The Association shall maintain and repair all parking surfaces that are within the Limited Common Elements – Parking.
- (d) The Association shall maintain and repair the Limited Common Elements – Storage.
- (e) The Association shall maintain and repair all foyers and stairwells within the Limited Common Elements.

Any expense associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair, and replace within the GCE shall be a Common Expense; provided, if the Board reasonably determines that the expenses associated with the maintenance, repair or replacement is necessitated by the act, negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such maintenance, repair or replacement against such Owner(s) and their Units as a Specific Assessment. The Association shall budget for annual inspections of major systems, including the roof, curtain walls, common HVAC components and common fire sprinkler components. Any expense associated with the maintenance, repair, and replacement

of items within the Limited Common Elements shall be assessed as a Specific Assessment against the Unit(s) to which the Limited Common Element is assigned.

7.3 Association Power to Contract.

(a) The Association shall have the power to enter into a property management and/or maintenance contracts with service providers to carry out the routine operations and customary or normal repairs for the items listed in Section 7.2.

(b) The Association shall have the power to enter into contracts with utility or service providers provide services to the Real Property, the Building, and the Unit(s), and to expense the costs for said utilities as assessments.

7.4 Insurance.

(a) Required Association Coverage. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering “risks of direct physical loss” on a “special form” basis (or comparable coverage by whatever name denominated) for all Units and insurable improvements within the Properties. If such coverage is not generally available at reasonable cost, then “broad form” coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements (including all Units) under current building ordinance and codes;

(ii) Commercial general liability insurance on the Common Elements, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence, with an aggregate limit of not less than \$2,000,000, with respect to bodily injury and personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall have the option to obtain such additional coverages or limits. If the policy does not contain “severability of interest” in its terms, the Association shall acquire an endorsement to preclude the insurer’s denial of a Unit Owner’s claim because of negligent acts of the Association or of other Unit Owners;

(iii) Such additional insurance as the Board, in its best business judgment, determines advisable; and

(iv) In addition to the foregoing insurance policies and other additional policies required by the Board in its best business judgment as set forth in Section 7.4(a)(i)-7.4(a)(iii), above, the Association shall obtain Directors and Officers insurance in an amount not less than one million dollars (\$1,000,000.00) covering the Board of Directors and its individual members and creating liability protection for economic loss resulting from business-related negligence, errors or wrongdoing on the part of the Board of Directors and its individual members, excepting from such coverage fraudulent or criminal conduct on the part of the Board. Such Directors and Officers insurance policy shall protect individual directors and officers from losses not indemnified by the Association pursuant to this Declaration or other Governing Instruments, and shall cause the insured Board of Directors and individual members thereof to

be insured, indemnified and defended against any claims, liabilities or amounts that the Board of Directors may be obligated to pay or answer for claims made against the Board or its individual members.

Premiums for all insurance on the Common Elements and the Units shall be assessed by the Board as a Common Expense. Premiums for all insurance on the Units shall be assessed against the Unit Owners as a Specific Assessment the cost of which shall be divided pro-rata among the Unit Owners according to those percentages set forth on **Exhibit A**.

(b) **Policy Requirements.** All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 0. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage except for the deductible attributable to the insured loss of an insured Unit the cost of which shall be a Specific Assessment as provided for in Section 0. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with procedures adopted by the Board, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Unit as a Specific Assessment.

All insurance coverage obtained by the Board shall:

- (i) Be written with a company authorized to do business in the State of Wyoming or authorized to do business as an approved surplus lines carrier in the State of Wyoming;
- (ii) Be written in the name of the Association as trustee for the benefited parties, including the Declarant.
- (iii) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;
- (iv) Contain an inflation guard endorsement;
- (v) Include an agreed amount endorsement if the policy contains a co-insurance clause;
- (vi) Provide a waiver of subrogation under the policy against any Owner or family member of an Owner;
- (vii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;
- (viii) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association;
- (ix) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss; and

(x) Be issued by insurance companies having an “A-” rating or better by Standard and Poor’s, and if not rated by Standard & Poor’s, then a rating of “A-” by A.M. Best Company.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(xi) A waiver of subrogation as to any claims against the Association’s Board, officers, employees, and its manager, its attorneys, the Owners and their tenants, servants, agents, and guests;

(xii) A waiver of the insurer’s rights to repair and reconstruct instead of paying cash;

(xiii) An endorsement excluding Owners’ individual policies from consideration under any “other insurance” clause;

(xiv) An endorsement requiring at least 30 days prior written notice to the Association and to all Mortgagees and Guarantors of Units of any cancellation, substantial modification, or non-renewal;

(xv) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any related to the loss.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of property that the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the property shall be repaired or reconstructed unless the Board, using reasonable judgment and in reliance upon professional estimates and advice, determines either that (i) such full repair and/or restoration is physically impossible; or (ii) available insurance proceeds are less than 80% of the cost of such repair and/or restoration, and at least 75% of the Owners of damaged or destroyed Units decide, within 60 days after the determinations set forth in (i) and (ii) above have been made, not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the insured improvements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are determined based upon the square footage size of each Unit and the insurance proceeds available. All mortgages, liens and other charges against the Units shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s).

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners of Units, as appropriate, and placed in a capital improvements account.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 0.

(d) Insurance Obtained by Owners/Non-liability of Association. The issuance of insurance policies to the Association pursuant to this Article VII shall not prevent the Owner of any Unit from obtaining insurance for its own benefit at its own expense covering its Unit, its personal property and providing liability coverage. Notwithstanding the obligation of the Association to obtain insurance coverage as stated in this Declaration, neither the Declarant nor the Association, or their respective officers, directors, employees, members or agents, shall be liable to any Owner or any other party if any risks or hazards are not covered by the insurance to be maintained by the Association or if the amount of the insurance is not adequate, and it shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for any additional insurance coverage and protection that the Owner may desire. Each Owner or tenant shall be solely responsible for securing insurance to protect their interest in their Unit and its contents.

(e) Unit Owner's Insurance Obligations. Each Owner shall obtain content insurance coverage for such Owner's Unit in an amount reasonably determined to replace the contents of the Unit and to the extent not covered by the Association's insurance in the event of damage or destruction. In addition, each Owner shall obtain general liability insurance in an amount of no less than \$1,000,000.00, or in some greater amount determined by such Owner, to supplement the insurance coverage provided by the Association sufficient to cover the liability of the Owner within the Owner's Unit or not covered by the Association's insurance as provided herein. The premium and deductible costs associated with such Owner's individual insurance shall be paid by the Owner. No Owner shall be entitled to exercise his right and obligation to maintain insurance coverage in such a way as to decrease the amount that the Association may realize under any insurance policy the Association may have in force on the Property at any particular time. All such insurance of the Owner's Unit shall waive the insurance company's right of subrogation against the Association, the Declarant, the other Owners, and the agents, family members, guests, Transient Rental guests and other invitees of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Each Owner shall be responsible for providing proof of such insurance to the Association; provided, however, that the Association shall not be responsible for ensuring that each Owner has such insurance. Any minimum dollar amount limitations provided herein may be increased from time to time by resolution of the Association to account for increases in the costs of replacement or reconstruction or increases in the perceived levels of liability. The Association has no obligation to enforce whether or not an Owner complies with this requirement.

7.5 Compliance and Enforcement.

(a) Every Owner and Occupant of a Unit shall comply with (1) the Governing Documents, (2) the codes, rules, ordinances, and orders of the Town of Jackson applicable to their Unit and/or the Project, including those relating to rental of the Units, and (3) the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Project. The Board may impose sanctions for violation of the any of the foregoing after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

(i) Imposing reasonable monetary fines (which shall not, except in the case of nonpayment of assessments, constitute a lien upon the violator's Unit). If any Occupant, guest, or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. The fine, in either circumstance, shall be a Specific Assessment against the Owner;

(ii) Suspending an Owner's right to vote;

(iii) Suspending any Person's right to use any Common Elements; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iv) Suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(v) Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) Requiring an Owner, at its own expense, to remove any structure or improvements in violation of Article III and/or Article IV and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Any costs incurred by the Board in bringing a non-conforming Unit into compliance shall be assessed to such Owner as a Specific Assessment;

(vii) Without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article III and/or Article IV from continuing or performing any further activities in the Properties; and

(viii) Levying Specific Assessments to cover costs incurred by the Association, including reasonable attorneys' fees incurred, to bring a Unit into compliance with Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

(ix) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(x) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails to properly perform their maintenance responsibility after written notice specifying the maintenance required and a reasonable opportunity to perform such maintenance, the Association may record a notice of violation in the Public Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

All remedies set forth in the Governing Document shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

7.6 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.7 Indemnification of Officers, Directors and Others. The Association shall indemnify every current and former officer, director, and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under Wyoming law and the Bylaws.

7.8 Maintenance of Association Standing. The Association shall be obligated to maintain itself in good standing with the Wyoming Secretary of State and any other governmental entities having jurisdiction over the activities or existence of the Association.

ARTICLE VIII ASSOCIATION FINANCES

8.1 Budgeting and Allocating Common Expenses; Base Assessments. At least 30 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each.

The Association is hereby authorized to levy Base Assessments against all Units subject to assessment under Section 8.6 to fund the Common Expenses. The liability for Common Expenses described herein shall be allocated to each Unit in accordance with those percentages set forth on **Exhibit A** for each Unit.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than 30 days prior to the effective date of such budget. Such budget and assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.5.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.5.

8.2 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for the Common Elements and other assets of the Association. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

8.3 Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.5, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Unit if such Special Assessment is for an unbudgeted expense relating to less than all of the Units. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by first class mail to the Owners not less than 30 nor more than 60 days prior to the Special Assessment becoming due.

8.4 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Unit or limited number of Units as follows, which may be levied in advance:

(a) To cover the cost of providing services to a Unit or Limited Common Elements associated with such Unit; and

(b) To cover costs incurred in bringing a nonconforming Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Unit, their agents, contractors, employees, licensees, invitees, or guests (including payment of insurance deductibles on policies held by the Association); provided, the Board shall give the nonconforming Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section.

8.5 Limitation on Increases of Special Assessments. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association for actual costs for insurance required by Section 0 of this Declaration, the Board may not impose a Special Assessment that in the aggregate exceeds 20% of the budgeted Common Expenses for the current fiscal year, without one of the following: (i) a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, (ii) an action without meeting by

written ballot in lieu thereof signed by all of the Members of the Association, or (iii) a determination by the Board that the amount of the Special Assessment is necessary because of an unexpected event or casualty or an emergency situation or the incurrence of actual costs of insurance.

For purposes of this Section, “quorum” means more than 50% of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term “Base Assessment” shall be deemed to include the amount assessed against each Unit for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation justifying a Special Assessment may be, but shall not be limited to, any one of the following:

- (a) An extraordinary expense required by an order of a court;
- (b) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or
- (c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which expense could not have been reasonably foreseen by the Board in preparing and distributing the budget as provided for in Section 0. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

8.6 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment. The Declarant hereby establishes that the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Except, however, that the Association may not levy assessments pursuant to sections 8.3, 8.4, or 8.5 for any purpose related to the completion of the initial construction of the Project while the Declarant, or any entity sharing substantially the same ownership or otherwise having a common interest with Declarant, either individually or combined, casts a majority of votes in the Association. If an assessment under 8.3, 8.4, or 8.5 is necessary, but would otherwise be barred by the foregoing, such assessment may be made by the Association with Declarant, or any entity sharing substantially the same ownership or otherwise having a common interest with Declarant, abstaining from any vote on such assessment, and all defined terms regarding Association votes, including “majority” and “quorum,” being defined as applying to the non-abstaining Association voters who are not Declarant, or any entity sharing substantially the same ownership or otherwise having a common interest with Declarant.

Subject to Sections 8.1 and 8.7, the obligation to pay the assessments provided for herein shall commence as to all Units on the first day of the month following the first conveyance of a Unit to an Owner not affiliated with the Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit. Any assessments collected but not spent prior to the Association incurring expenses shall be placed into the Association’s reserve account for maintenance, repair and replacement of the Common Elements and any other common amenities.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If any Owner is delinquent in paying any

assessments or other charges levied on their Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.7 Personal Obligation.

(a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 18% per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Unit shall remain subject to any liens imposed upon it pursuant to Section 8.8 herein.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself or herself from liability for assessments by non-use of the Common Elements, by abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) **Declarant's Obligations for Assessments.** The Declarant is subject to the payment of assessments against Units that it owns.

8.8 Lien for Assessments. Each Owner, by Owner's acceptance of a deed to a Unit, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Special Assessments, Specific Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs (including reasonable attorney fees) and other charges due hereunder, Declarant hereby retains, and each Owner by Owner's acceptance of a deed to a Unit, hereby grants the Association and its agents a lien for such Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the Public Records, which shall include a description of the applicable Unit and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure, and the Declarant and

each such Owner hereby expressly grant to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. After any foreclosure or deed in lieu of foreclosure, such Unit shall remain subject to this Declaration and the new Owner of such Unit shall thereafter be personally liable for all charges of the type described above which relate to such Unit which become due after such new Owner acquires title to said Unit by foreclosure or by acceptance of a deed in lieu of foreclosure. All sums previously assessed hereunder but still unpaid after any foreclosure or deed in lieu of foreclosure shall remain the obligation of and shall be payable by the person foreclosed upon; *provided, however*, if such sum should prove uncollectible after reasonable efforts, then it shall be deemed to be a Common Expense, collectable from all of the other Owners, including the purchaser of the Unit at foreclosure, and shall be shared among such Owners in the same manner as other Common Expenses are shared. No sale or transfer of any Unit shall: (i) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Unit which become due prior to the date of such sale or transfer; or (ii) satisfy or extinguish the above-described lien in respect of such unpaid charges.

ARTICLE IX ADDITIONAL RIGHTS RESERVED TO DECLARANT

9.1 Expansion by the Declarant. The Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the Properties. Such annexation shall be accomplished by the Declarant filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. In conjunction with annexation, Declarant shall have the right to amend this Declaration by Supplemental Declaration to reflect the facts of such annexation, including, but not limited to, amending the definitions of Common Elements and Limited Common Elements. Such Supplemental Declaration shall not require the consent of Members, and shall only require the consent of and execution by the Declarant and the owner of the annexed property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2 Additional Covenants and Easements. During the time that Declarant owns any real property subject to this Declaration, the Declarant may subject any portion of the Property to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein, so long as such additional covenants and easements do not materially adversely affect any Owner's interest in its Unit and how it may be utilized.

9.3 Effect of Filing Supplemental Declarations. Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Public Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional

property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

9.4 Marketing. Declarant reserves the right for itself and its agents to install and maintain flags, banners, and/or signage within the Properties and to conduct sales activities within the Properties (including, but not limited to, conducting open houses for brokers and prospective purchasers within model Units and performing other forms of advertising) for purposes of marketing and advertising the Properties and its agents. Declarant also expressly reserves the right to use one (1) or more Units owned by the Declarant as models. The Declarant reserves the right to relocate model Units from time to time within the Project. The Declarant further reserves the right to maintain on the Common Elements advertising signs in any location or locations and from time to time to relocate and/or remove the same, all in the sole discretion of the Declarant.

9.5 Budget Considerations. As additional properties are annexed to the Properties pursuant to this Article IX, the budget of the Association may be affected, as well as assessment obligations of the Owners as a result thereof.

9.6 Right to Approve Additional Covenants. So long as Declarant owns any property subject to this Declaration, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

9.7 Right to Approve Changes in Master Rules and Regulations. For so long as the Declarant owns property subject to this Declaration, no amendment to or modification of any Master Rules and Regulations shall be effective without prior notice to and the written approval of Declarant.

9.8 Right to Appoint Members of Board. For so long as Declarant owns property subject to this Declaration, Declarant hereby reserves the right to appoint and/or remove all members of the Board of Directors of the Association and any and all members of any committees created by the Board. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

9.9 Right to Delay Commencement of Association, Meetings, or Assessments. The Declarant hereby reserves the right to delay the filing of the Articles for the Association, creation of Bylaws and Master Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as required hereunder and in the Bylaws. If the Declarant elects to delay the creation of the association, the rights, but not the obligations, of the Association created by this Declaration are hereby assigned to the Declarant until such time as the Association is created.

9.10 Right to Amend Plat. The Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Properties as determined by the Declarant so long as such change does not materially adversely affect any Owner's interest in its Unit and how it may be utilized. By accepting a deed for their Unit, an Owner acknowledges the Declarant's rights as set forth in this Section 0 and expressly consents thereto.

9.11 Termination of Rights. The rights contained in this Article IX shall not terminate until the Declarant, or any party controlled by or under common control with Declarant, is no longer a record owner of any real property subject to this Declaration unless Declarant elects to terminate such reservations at an earlier date. Declarant may from time to time relinquish and surrender one or more but less than all of

the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

9.12 Right to Meeting Minutes, Meeting Attendance. Notwithstanding the limitations set forth in Section 0, the Declarant shall be provided complete minutes of all meetings of the Association or the Board held during the period of 2 years following the date of Declarant's sale or other conveyance of the last of the Units to an unrelated third party. In addition, Declarant shall have the right, but not the obligation, to attend meetings of the Association or the Board for a period of 2 years following the date of Declarant's sale or other conveyance of the last of the Units to an unrelated third party, notwithstanding Declarant's earlier sale or other transfer of all of its interest in the Project. Declarant shall be provided notice of such meetings in the matter and upon the timeframes applicable to Owners.

9.13 Right to Cure Alleged Defects. It is Declarant's intent that all improvements in the Project be built or made in compliance with all applicable building codes and ordinances. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding Alleged Defects (as defined below) amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the Association, the Board and all Owners shall be bound by the following claim resolution procedure with regards to Alleged Defects:

(a) **Declarant's Right to Cure.** If the Association, the Board, or any Owner or Owners (collectively, "**Claimant**") claim, contend, or allege that any portion of the Project, including, without limitation, any Unit, and/or any improvements constructed on the Project, are defective or that Declarant or any of its agents, consultants, contractors, or subcontractors were negligent in the planning, design, engineering, grading, construction, or other development thereof (any of the foregoing, an "**Alleged Defect**"), Declarant hereby reserves the right to inspect, repair, and/or replace such Alleged Defect as set forth herein.

(b) **Notice to Declarant.** If a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant in writing, at the address at which Declarant maintains to be its principal place of business, of the specific nature of such Alleged Defect ("**Notice of Alleged Defect**").

(c) **Right to Enter, Inspect, Repair, and/or Replace.** Within 20 days after the receipt by Declarant of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect by Declarant, as part of Declarant's reservation of rights, Declarant shall have the right, upon 24 hours' notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit, and/or any improvements or other portion of the Project for the purposes of inspecting and, if deemed necessary by Declarant, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

(d) **Legal Actions.** No Claimant shall initiate any legal action, cause of action, proceeding, reference or arbitration against Declarant alleging damages (i) for the costs of repairing or the replacement of any Alleged Defect, or (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, unless and until (1) Claimant has delivered to Declarant a Notice of Alleged Defect and (2) Declarant has, within 60 days after receipt of such Notice of Alleged Defect, either (x) failed to repair or replace such Alleged Defect or (y) if such Alleged Defect cannot reasonably be repaired or replaced within such 60 day period, failed to commence such repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such repair or replacement to completion or Declarant failed to respond within 30 days of delivery of notice of Alleged Defect. Any such action

undertaken on behalf of the Association shall also require, as a prerequisite to such action, the approval of not less than 75% of the Owners and not less than 66% of the Mortgagees. In the event an action is approved by 75% of the Owners, then the Association shall have full authority to pursue and resolve all claims on behalf of the Owners and all Owners will be bound by any resolution agreed to by the Association. In no event will Declarant be liable for, nor shall any Claimant be entitled to pursue, consequential damages resulting from any Alleged Defect. Declarant shall indemnify the Owner's and the Association from any liens arising or claimed to be arising from Declarant's actions in repairing Alleged Defects.

(e) No Additional Obligations. Nothing set forth in this Section shall be construed to impose any obligation on Declarant to inspect, repair, or replace any item or Alleged Defect for which Declarant is not otherwise obligated under applicable law.

(f) Waiver. Notwithstanding anything to the contrary in this Section 0, (i) Declarant hereby disclaims any representations and warranties in respect of, shall have no continuing liability to any Owner for, any design or construction defects (whether known or unknown) relating to the Project, including latent defects, and (ii) the provisions of this Section 0 in no way extend or modify any contractual waivers or statutes of limitation or statutes of repose.

(g) Amendment. Notwithstanding any other provision of this Declaration to the contrary, the provisions of this Section 0 may be amended only with the written consent of Declarant, so long as Declarant owns property within the Project any such amendment being applicable only to Alleged Defects with respect to which a Notice of Alleged Defect is delivered after the date of such amendment.

9.14 No Assurances. Declarant makes no assurances regarding: (1) general descriptions of all other improvements that may be made and limited common elements that may be created pursuant to any development right reserved by the Declarant; (2) any limitations as to the locations of any building or other improvement that may be made pursuant to any development right reserved by the Declarant; (3) whether any limited common elements created pursuant to any development right reserved by the Declarant will be of the same general types and sizes as the limited common elements within other parts of the condominium, or the types and sizes planned; (4) whether the proportion of limited common elements to units created pursuant to any development right reserved by the Declarant will be approximately equal to the proportion existing within other parts of the condominium; and (5) whether all restrictions in the Declaration affecting use, occupancy, and sale or lease of units will apply to any units created pursuant to any development right reserved by the Declarant.

9.15 Rights and Powers of Successors and Assignees. The rights and powers reserved to or exercisable by the Declarant under the Declaration or the Act may be exercised by any successor or assignee of the Declarant (i) who acquires title from the Declarant by foreclosure or other judicial sale or deed in lieu of foreclosure, or (ii) to whom the Declarant specifically assigns such rights and powers.

ARTICLE X EASEMENTS

10.1 Easements in Common Elements. The Declarant grants to each Owner a non-exclusive right and easement of use (subject to the rights of other Owners, Members, and the Association), access, and enjoyment in and to the General Common Elements. The Declarant grants to each Owner (subject to the rules, regulations, and restrictions contained in the Governing Documents) an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are appurtenant to the Unit(s) owned by such Owner, which shall include without limitation the parking spaces, storage, decking, foyers, and stairwells. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Unit to which it is appurtenant.

The foregoing grants are subject to:

- (a) The restrictions, rules and regulations set forth in the Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitation contained in any deed or easement conveying such property or easement to the Association;
- (c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Elements;
- (d) The right of the Board to suspend the right of an Owner to use the Common Elements (i) for any period during which any charge or assessment against such Owner's Unit remains delinquent, and (ii) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws.

Any Owner may extend their right of use and enjoyment of the Common Elements to the members of their family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases their Unit, subject to the terms and conditions of this Declaration, shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

10.2 Easements for Utilities and Infrastructure.

(a) All dedications, limitations, restrictions, and reservations of easements, including those for drainage, prepared and recorded by Declarant and/or set forth on the Plat are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(b) The Declarant hereby grants to the Association and each Owner of a Unit, and, so long as the Declarant owns a Unit, reserves for itself, and reserves the right to grant to utility providers, the Association, and the owners of any of the Units perpetual non-exclusive utilities easements located as described on the Plat for the purpose of:

(i) Installing utilities and infrastructure to serve the Properties, including without limitation, water and sewer systems, cable, and other systems for sending and receiving data and/or other electronic signals; signage; security and similar systems; roads, sidewalks, bicycle racks, pathways, and drainage systems;

(ii) Inspecting, maintaining, repairing, and replacing such utilities and infrastructure to serve the Properties; and

(iii) Access to read utility meters.

(c) All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or Occupant.

(d) To adequately serve each Unit and the General and Limited Common Elements, utility facilities may be constructed and may encroach on a Unit(s). An easement for such encroachment and for the maintenance of the same shall and does hereby exist.

10.3 Easement for Telecommunications. Declarant hereby reserves to itself and its successors and assigns an exclusive telecommunications easements throughout the whole of the Properties, including Units, as may be required for telecommunications services and equipment (including, without limitation, telephone, television, cable service, satellite dishes, tower antennas, connection equipment and lines, transmission lines and similar type fixtures and equipment) (1) to adequately serve the Properties, and (2) to be used as a network hub to service other properties developed by Declarant or its affiliates; provided, however, that Declarant warrants that the use of telecommunications equipment on the Properties to service other properties owned or developed by Declarant or its affiliates shall not negatively affect the quality of the telecommunications services provided to the Owners. The easement reserved by this Section 10.3 shall be for the purpose of operation, placement, maintenance, repair, and replacement of telecommunications equipment by the Declarant, Declarant's agents, employees, successors, and assigns. Said telecommunications easement will include, but not be limited to, the right to place, service, repair, replace, and remove transmission fixtures and equipment. All equipment transmission fixtures and equipment installed by the Declarant or Declarant's agents or assigns and located in the Common Elements shall remain the property of the Declarant and its successors and assigns.

10.4 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Common Elements as necessary to enable the Association to fulfill its maintenance responsibilities. The Association shall also have the right, but not the obligation, to enter upon any Unit, but not to enter any structure thereon, for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with the Governing Documents and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. Some of the General Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all General Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the General Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the General Common Elements or to any Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the General Common Elements or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners of the General Common Elements; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article VIII.

10.5 Easements for Cross-Drainage. Every Unit shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Unit to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Unit and the Board.

10.6 Easement for Emergency Vehicles. The Properties are hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

10.7 Easement for Encroachments. If any part of the Common Elements encroaches or shall hereinafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Units. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction or any part thereof in accordance with the original plans and any encroachment due to building overhang or projection.

10.8 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to her/his Unit and to the Limited Common Elements designated for use in connection with his/her Unit, and shall have the right to the horizontal and lateral support of her/his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

10.9 Sales and Rental Activity Easements. Until such time as Declarant (or any of Declarant's affiliates) is no longer offering at least one Unit for sale in the ordinary course of its business, the Declarant, its designees, successors, and assigns, hereby reserves and shall have the right to use any Units owned by Declarant (or Declarant's affiliates) and all of the Common Elements for sales, leasing, management, and administration, to show Units and the Common Elements, and/or to erect signs, displays, and other promotional material to advertise Units or other properties for sale or rent either in the Project.

ARTICLE XI AMENDMENT OF DECLARATION

11.1 By Declarant. In addition to any specific amendment rights granted elsewhere in this Declaration, until the earlier of: (a) the conveyance of all of the Units to an Owner unaffiliated with Declarant, or (b) twenty years from the date this Declaration is first recorded with the Clerk's Office of Teton County, Wyoming, Declarant may unilaterally amend or repeal this Declaration in order to facilitate the orderly development of the Project or as necessary to comply with any building permit or local zoning ordinance/regulation, provided that any such amendment or repeal does not materially adversely affect the rights or interests of any other Owner. Thereafter, and until such time as Declarant no longer owns any interest in the Project, Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) correct clerical, typographical or technical errors, or to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) enable any institutional lender, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or any successor or similar governmental authority to make, purchase, insure or guaranty mortgage loans on the Units; (iv) to satisfy the requirements of any local, state or federal governmental agency, including any department of real estate or real estate commission, (v) correct or reflect modifications to, or discrepancies in, the physical attributes of the Project, including the size, location and configuration of Units and Common Elements, that may have arisen during construction of the Project, or (iv) to satisfy the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Project.

In addition to the foregoing, for as long as Declarant owns a Unit, Declarant shall have the right, at its expense to (a) relocate the boundaries of and between two adjoining Units, (b) physically combine a part of or combination of parts of the space of one Unit with a part of or combination of parts of the space within one or more adjoining Units, or (c) subdivide a Unit or part of a Unit to create additional Units (in each case, provided that the affected Units are owned by Declarant). Before exercising its rights herein, Declarant

must obtain all necessary approvals from any governmental authority having jurisdiction over the Project before exercising its rights herein. Declarant shall be permitted to execute and record any amendment to the Declaration or the Condominium Plat, or both, effectuating the relocation of boundaries of, combination or subdivision, or redesignation of Unit(s) and shall be responsible for all costs and expenses associated therewith or arising therefrom. If Declarant requires, whether for title purposes, governmental approvals or otherwise, the Board shall ratify the action in connection with effectuating such relocation of boundaries, combination or subdivision, or redesignation of Unit(s), and take such necessary actions in connection therewith if the requirements in this section have been satisfied.

Notwithstanding the foregoing reserved amendment rights of Declarant, Declarant shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

11.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least 66% of the Members; provided, however, that the Members may not amend this Declaration in a manner that adversely affects the Owners of the Commercial Units without the approval of the Owners of the Commercial Units.

11.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within 30 days of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

ARTICLE XII MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the owner of any Unit in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Project or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Project. Any Owner may remove his/her Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to her/his Unit.

ARTICLE XIII MISCELLANEOUS

13.1 Registration of Mailing and E-mail Address; Notice; Implied Approval of Mortgagees and Guarantors. Each Owner shall register his/her mailing address and e-mail address with the

Association and all notices or demands intended to be served upon any Owner shall be sent by either (a) registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address, or (b) e-mail. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, or by overnight courier to the address of the Association as designated in the Association Bylaws, or if no such address is designated, to the registered agent of the Association with the Wyoming Secretary of State. All notices or demands intended to be served to a Mortgagee or guarantor of a recorded mortgage shall be given by registered or certified mail, postage prepaid, return receipt requested or by overnight courier. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the United States mail or when delivery or refusal of delivery occurs when deposited by an overnight courier, or when sent by e-mail, as is provided for in this Section. Any notice referred to in this Section to a Mortgagee or guarantor of a mortgage of record shall be deemed given when such entity or person receives such notice; provided, however, that if such Mortgagees or guarantors fail to respond to any request within 60 days after receipt of proper notice of the request (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60-day period.

13.2 Exhibits. The exhibits attached to this Declaration are incorporated by this reference and amendments of such exhibits shall be governed by this Article.

13.3 No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the covenant, condition or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

13.4 Owner's Obligations Continue. The Owner of a Unit shall have no obligation for expenses or other obligations accruing after he/she sells his/her entire interest in such Unit.

13.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

13.6 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

13.7 Construction by Declarant. Nothing in this Declaration, or any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Common Elements and to Units owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Project. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Units by Declarant to establish on the Project additional easements, reservations, and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of

the Project, so long as such additional easements, reservations, and rights of way do not constitute an unreasonable interference with the rights granted to the Owners herein and on the Plat.

13.8 Statute. The provisions of this Declaration shall be in addition and supplemental to the Act and to all other provisions of law.

13.9 Obsolescence.

(a) Adoption of a Plan. Owners representing an aggregate of three-fourths or more of the voting rights of the Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction provided such Owners also obtain written consent for such obsolescence and plan from mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record. Written notice of adoption of such a plan shall be given to all Owners and Mortgagees. Such plan shall be recorded in the records of the Clerk of Teton County, Wyoming.

(b) Payment for Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Units. These assessments shall be levied in advance pursuant to this Declaration and shall be allocated and collected as provided for the allocation of expenses of Common Elements in Article VIII. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

(c) Sale of Obsolete Units. The Owners representing an aggregate of three-fourths or more of the total voting rights of the Association may agree that the Condominium Units are obsolete and that the Project should be sold. Such an agreement must have the additional approval of mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Plat and the Association Bylaws. The sale proceeds shall be apportioned among the Owners of the Units in proportion to their interest in the Common Elements as set forth on Exhibit A, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(d) Distribution of Excess. In the event amounts collected are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) in an amount proportionate to the respective amount collected from each such Owner; provided, however that any such distribution shall be subject to the provisions of the Special Restrictions governing the Residential Units and in no event shall an Owner of a Residential Unit receive distributions in excess of the "Transfer Price" determined pursuant to the Special Restrictions.

13.10 Condemnation.

(a) Consequences of Condemnation. If, at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or

condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

(b) Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

(c) Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit A** attached hereto, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(d) Partial Taking. In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Elements shall be apportioned among Owners of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit A** attached hereto, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within her/his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided above in Subsection (c), first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(e) Reorganization. In the event a partial taking results in the taking of a complete Unit, if appropriate in the determination of the Board, the Owner thereof automatically shall cease to be a member of the Association. Thereafter, the Board shall reallocate the Ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in this Declaration.

(f) Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified above.

(g) Limitations in Action of Owners Association. Notwithstanding any other provisions in this Article and except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least 75% of Owners of the individual Units have given their prior written approval and unless the additional approval of mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record at such time have given their prior written approval, the Association may not:

- (1) By act or omission seek to abandon or terminate the Project;
- (2) Change the pro rata interest or obligations of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit in the Common Elements;
- (3) Partition or subdivide any Unit;
- (4) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission; or
- (5) Use hazard insurance proceeds for losses to any Project property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Project property.

13.11 Negotiation and Mediation. The provisions of this Section 13.11 are in addition to the provision of Section 9.14. The term “**Claims**” means any and all causes of action, claims, costs, damages, expenses, liabilities, and other claims. The Persons subject to this Declaration will make every reasonable effort to meet in person and confer for the purpose of resolving any Claim by good faith negotiation. If requested in writing, the Board may appoint a representative to assist the parties in negotiation. The term “**Bound Party**” shall mean Declarant, the Association, its officers, directors, and committee members, if any, all Persons subject to this Declaration, and any Person subject to this Declaration. Any Bound Party having a Claim (“**Claimant**” against any other Bound Party (“**Respondent**”) (collectively, the “**Parties**”) shall notify each Respondent in writing (the “**Request for Resolution**”), stating plainly and concisely: (i) the nature of the Claim, including the Persons involved and Respondent; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) Claimant’s proposed remedy; and (iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and (v) that Respondent must respond to the Request for Resolution within 30 days of its receipt or it will be deemed to have been rejected.

(a) If a respondent to a Claim rejects the Request for Resolution, or the Parties do not resolve the Claim within 45 days of the date of acceptance of the Request for Resolution (or within such other period as may be agreed upon by the Parties) (“**Termination of Negotiations**”), Claimant shall have 15 additional days to submit the Claim to mediation under the auspice of an independent mediation agency providing dispute resolution services (including through travel) in Teton County, Wyoming.

(b) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(c) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission

of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings (“**Termination of Mediation**”). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated. If the mediation is successful, each party shall bear their own costs and attorney fees.

(d) If the Disputing Persons are not successful in resolving the dispute through the mediation, then the Disputing Persons, or any one of them, may pursue, subject to the provisions of Section 9.14, any remedy at law or equity.

13.12 Rights of Mortgagees and Guarantors. Within at least thirty days of the Association obtaining actual knowledge of the following, the Association shall send written notification to all Mortgagees and Guarantors of a mortgage of record of the following events:

(a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit that secures a mortgage;

(b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which such Mortgagee or Guarantor holds a mortgage;

(c) A lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

13.13 Declarant as Beneficiary. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the right and standing to enforce the terms and conditions hereof against the individual Owners or the Association, as the case may be, for a period of 10 years after the date of this Declaration or until Declarant sells all of its interest in the Project to unrelated parties, whichever occurs first.

13.14 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Units and/or Common Elements.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

Declarant:

***Arts District West LLC,
a Wyoming limited liability company***

By: _____
Stephen C. King, Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Stephen C. King as the Manager of Arts District West LLC, a Wyoming limited liability company, this ____ day of _____, 2023.

Witness my hand and official seal.

Notary Public
My commission Expires: _____

**EXHIBIT A
TO CONDOMINIUM DECLARATION**

Unit Number	Ownership % of Common Elements
Unit 101	3%
Unit 102	6%
Unit 103	6%
Unit 104	6%
Unit 105	2%
Unit 106	2%
Unit 107	3%
Unit 201	6%
Unit 202	8%
Unit 203	6%
Unit 204	7%
Unit 205	7%
Unit 301	7%
Unit 302	9%
Unit 303	8%
Unit 304	7%
Unit 305	7%

TO WIT:

1. The undersigned have examined a copy of that plat prepared [DATE], 2023 of the Arts District West Condominium Addition to The Town of Jackson, being identical to Lots 11 and 12 of Block 2 of the Second Wort Addition to the Town of Jackson according to the plat recorded as Plat No. 129 in the office of the County Clerk of Teton County, Wyoming.
2. First Interstate Bank is holder of a mortgage on the lands depicted on said plat of the Arts District West Condominium Addition to the Town of Jackson and described under the Certificates of Surveyor and Certificate of Owner on said plat.
3. In the name of and on behalf of First Interstate Bank, the undersigned acknowledges, accepts, and consents to the subdivision of land depicted on said plat of Arts District West Condominium Addition to the Town of Jackson and described in said Certificate of Owner.

ATTEST:

First Interstate Bank

By: _____

Name: _____

Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ in his/her capacity as _____ of First Interstate Bank on this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public

My commission Expires: _____

Please publish the following legal notice on 1/25/2023 and 2/1/2023:

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18-5-306, Wyoming State Statutes, as amended, that Arts District Development, LLC intends to apply for a permit to subdivide property within the Town of Jackson. The proposed subdivision is a 17-unit condominium subdivision located on 0.66 acres, generally described as Lots 11 & 12, Block 2, 2nd Worth Addition to the Town of Jackson. The street address is 175 South Glenwood St.

Filing for said permit will occur at a regular meeting of the Jackson Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at (307) 733-3932 for the scheduled meeting date and additional information.

Please publish January 25 and February 1, 2023

Bill to:

Y2 Consultants
180 S. Willow St.
Jackson, WY 83001

Teton Media Works, Inc.
P.O. Box 7445
Jackson, WY 83002
Tel : (307) 733-2047

Advertising Receipt

Y2 Consultants, Inc.
PO Box 2870
Jackson, WY
83001

Cust# : 37920
Tel # : (307) 733-2999
Ad # : 414316 **Inches :** 2.0000
Date : 01/20/23 **Columns :** 1.00
Salesperson : Rodolfo Perez

Edition	Insertion Date	Amount
Jackson Hole News&Guide	01/25/23	44.00
Jackson Hole News&Guide	02/01/23	44.00
		Sub Total 88.00
		RTSI 0.00
		NOTX 0.00
		Grand Total 88.00

Notice

Thank you for your business.

Proof of Public Notice Posting

4-14-23



TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 2/7/2023

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: Glenwood+Simpson Addition to the Town of Jackson, A Condominium Subdivision
2. LOCATION: 175 S. Glenwood St.
3. PROJECT NUMBER: P23-019

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	<u> </u>		1.25	<u> </u>
1 BEDROOM	<u>2</u>		1.75	<u>3.5</u>
2 BEDROOM	<u>3</u>		2.25	<u>6.75</u>
3 BEDROOM	<u>7</u>		3.00	<u>21</u>
4 BEDROOM	<u>1</u>		3.75	<u>3.75</u>
5 BEDROOM	<u> </u>		4.50	<u> </u>
EACH ADDITIONAL BEDROOM	<u> </u>		0.50	<u> </u>
DORMITORY	<u> </u>		1 per 150 sf of net habitable area	<u> </u>
TOTAL				<u>35</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{35} \text{ TOTAL PROJECTED POPULATION } \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{.315} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{.315} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{31,500} \text{ CASH-IN-LIEU}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 2/7/2023

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: Glenwood+Simpson Addition to the Town of Jackson, A Condominium Subdivision
2. LOCATION: 175 S. Glenwood St.
3. PROJECT NUMBER: P23-019

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>13</u>		<u>0.195</u>
.015 ACRES PER UNIT MULTI-FAMILY				

5. CALCULATE CASH IN-LIEU:

$$\frac{.195}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{19,500}{\text{CASH-IN-LIEU}}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

Issued To:

Y2 Consultants
PO Box 2870
Jackson, WY 83001
(307) 733-2999

Report No.: W-28755
Effective Date: January 6, 2023
Current Date: January 23, 2023
Cost: \$0.00

Project Reference: Arts District West, LLC

Property Address: 175 South Glenwood Street, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Arts District West, LLC, a Wyoming Limited Liability Company

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

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

Issued By:

WYOMING TITLE & ESCROW, INC.
Christina Feuz, President
Phone: 307.732.2983

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

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 11 and 12 of Block 2 of the Second Wort Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on September 28, 1940 as Plat No. 129.

PIDN: 22-41-16-33-1-08-004

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

1. General taxes for the year 2023, a lien in the process of assessment, not yet due or payable.
2. Taxes, special and general, assessment districts and service areas for the year 2022.
Tax ID No.: OJ- 000259
1st Installment: \$3,045.26 Paid
2nd Installment: \$3,045.26 Open

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
There is no interest on the 1st half if the entire tax is paid in 1 full payment on or before December 31st of the tax year.
3. All matters as delineated on the Official Plat of Second Wort Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 129.
[Plat 129](#)
4. Matters Disclosed by Record of Survey recorded May 24, 1983, as (instrument) Map D-27C, Official Records.
[Map D-27C](#)
5. Affidavit and Agreement Relating to a Mixed Use Development Master Plan, recorded December 3, 2002, as (book) 480 (page) 638, Official Records. [B480P638](#)
6. Affidavit and Agreement Relating to Extension of a Planned Mixed Use Development Master Plan, recorded July 26, 2013, as (book) 849 (page) 640, Official Records. [B849P640](#)
7. Affidavit and Agreement Relating to the 1st Amendment of the Millward and Simpson Planned Mixed-Use Development Master Plan, recorded May 6, 2016, as (book) 919 (page) 406, Official Records. [B919P406](#)
8. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$12,917,656.00, dated July 24, 2020, recorded July 28, 2020, as (instrument) 995136 , Official Records.
Mortgagor: Arts District West, LLC, a Wyoming limited liability company
Mortgagee: First Interstate Bank
9. A Financing Statement recorded in the office of the County Recorder, showing Arts District West LLC, as Debtor, and First Interstate Bank, as Secured Party, recorded August 26, 2020, as (instrument) 997242, Official Records.
10. An easement over said land for gas and electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded December 3, 2021, as (instrument) 1029255, Official Records.
[1029255](#)
11. A Development Agreement by and between Arts District West, LLC and The Town of Jackson, setting forth terms, recorded June 24, 2022, as (instrument) 1041228, Official Records. [1041228](#)

First Amendment to Development Agreement, recorded June 24, 2022, as (instrument) 1041229 Official Records. [1041229](#)

12. Encroachment Agreement by and between Arts District West, LLC and The Town of Jackson, setting forth terms, recorded June 24, 2022, as (instrument) 1041230, Official Records. [1041230](#)

First Amendment to Encroachment Agreement, recorded June 24, 2022, as (instrument) 1041231 Official Records. [1041231](#)
13. Encroachment Agreement by and between Arts District West, LLC and The Town of Jackson, setting forth terms, recorded June 24, 2022, as (instrument) 1041232, Official Records. [1041232](#)
14. Any claims for Mechanic's Liens on said land that may be recorded by reason of work of improvement thereon.
15. Terms and conditions of the operating agreement, and any amendments thereto, for Arts District West, LLC, a Wyoming limited liability company.

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

*** INFORMATIONAL NOTES:

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

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

Address: 175 South Glenwood Street, Jackson, WY 83001

IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

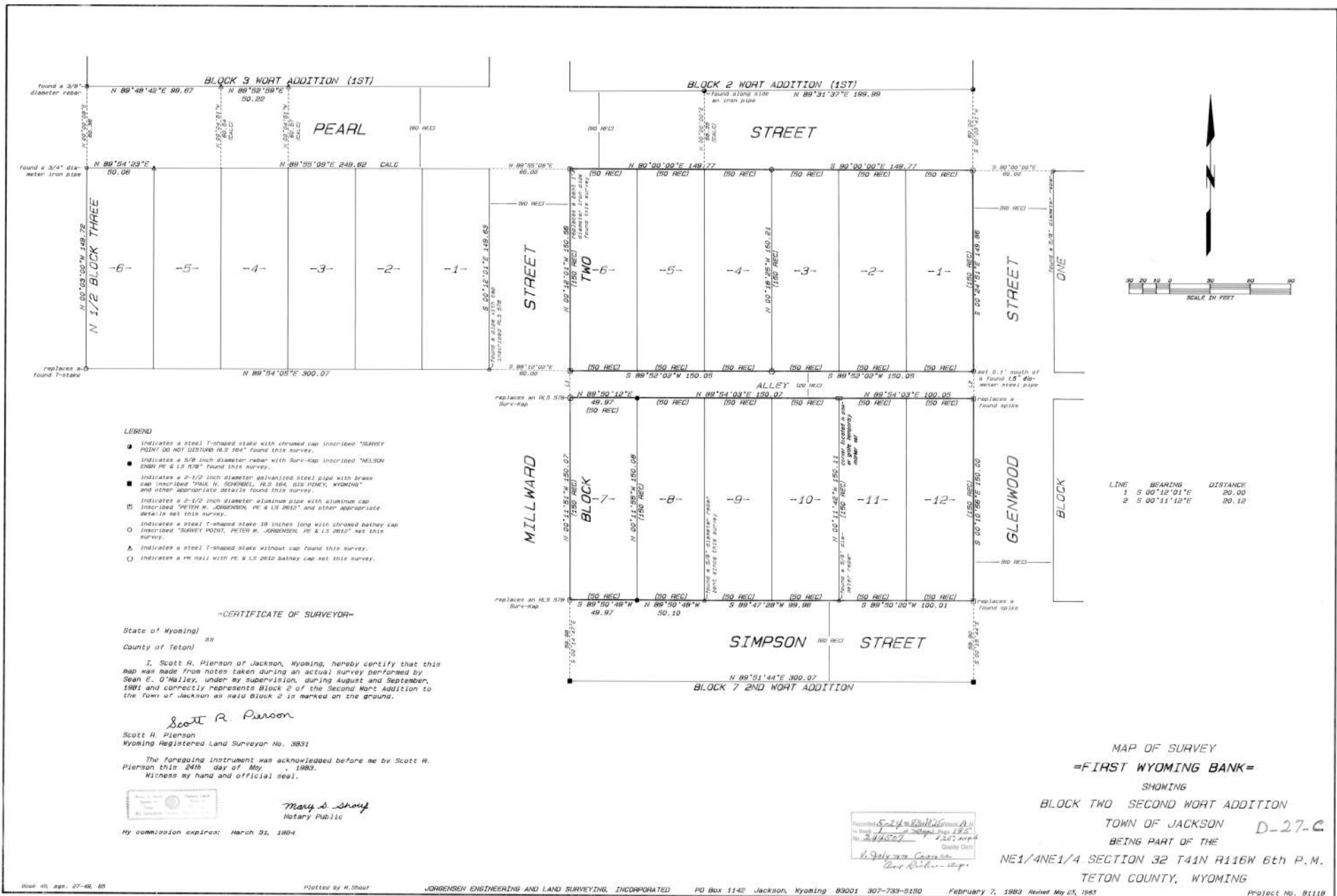
Any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement.

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

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

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

PIDN: 22-41-16-33-1-08-004





Wyoming Secretary of State

2020 Carey Avenue
Suite 700
Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only

WY Secretary of State
FILED: Feb 14 2019 4:24PM
Original ID: 2019-000841809

Limited Liability Company
Articles of Organization

I. The name of the limited liability company is:

Arts District West LLC

II. The name and physical address of the registered agent of the limited liability company is:

Abigail S Moore
25 E Simpson Ave
Jackson, WY 83001

III. The mailing address of the limited liability company is:

PO Box 1569
Jackson, WY 83001

IV. The principal office address of the limited liability company is:

25 E. Simpson Ave.
Jackson, WY 83001

V. The organizer of the limited liability company is:

Abigail S. Moore
PO Box 8498 / 180 S. Cache Street , Jackson WY 83002

Signature: **Abigail S. Moore**

Date: 02/14/2019

Print Name: **Abigail S. Moore**

Title: **Attorney**

Email: **abbysmoore@gmail.com**

Daytime Phone #: **(307) 690-1211**

- ☒ I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- ☒ I am filing in accordance with the provisions of the Wyoming Limited Liability Company Act, (W.S. 17-29-101 through 17-29-1105) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- ☒ I understand that the information submitted electronically by me will be used to generate Articles of Organization that will be filed with the Wyoming Secretary of State.
- ☒ I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- ☒ I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

(i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;

(ii) Makes any materially false, fictitious or fraudulent statement or representation; or

(iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

- ☒ I acknowledge having read W.S. 6-5-308.

Filer is: ☒ An Individual ☐ An Organization

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Organization.

Signature: Abigail S. Moore

Date: 02/14/2019

Print Name: Abigail S. Moore

Title: Attorney

Email: abbysmoore@gmail.com

Daytime Phone #: (307) 690-1211

Consent to Appointment by Registered Agent

Abigail S Moore, whose registered office is located at **25 E Simpson Ave, Jackson, WY 83001**, voluntarily consented to serve as the registered agent for **Arts District West LLC** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature:	<u>Abigail S. Moore</u>	Date: 02/14/2019
Print Name:	Abigail S. Moore	
Title:	Attorney	
Email:	abbysmoore@gmail.com	
Daytime Phone #:	(307) 690-1211	

STATE OF WYOMING
Office of the Secretary of State

I, EDWARD A. BUCHANAN, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF ORGANIZATION

Arts District West LLC

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **14th** day of **February, 2019** at **4:24 PM**.

Remainder intentionally left blank.



Filed Date: 02/14/2019

Edward A. Buchanan

Secretary of State

Filed Online By:

Abigail S. Moore

on 02/14/2019

Arts District West LLC

Operating Agreement

July 16, 2020



ARTS DISTRICT WEST, LLC
(a Wyoming Limited Liability Company)
OPERATING AGREEMENT

THIS OPERATING AGREEMENT of ARTS DISTRICT WEST LLC, a Wyoming limited liability company ("ADW"), is made effective as of the 16th day of July, 2020 by and among STEPHEN C. KING, as Manager of ADW; LESCO HOLDINGS, LLC, a Wyoming limited liability company ("LESCO"), as a Member of ADW; and ARTS DISTRICT DEVELOPMENT, LLC, a Wyoming limited liability company ("ADD"), as a Member of ADW. In consideration of the capital contribution of ADD as hereinafter provided and in accordance with the "Agreement - Binding Terms Sheet" fully executed with an Addendum on October 22, 2019, ("Binding Terms Sheet"), ADD will own 49% of ADW. In consideration of the capital contribution of LESCO as hereinafter provided and in accordance with the Binding Terms Sheet, LESCO will own 51% of ADW.

WHEREAS, ADW was formed as a Wyoming limited liability company pursuant to Articles of Organization that were filed with the Wyoming Secretary of State on February 14, 2019 in anticipation of a real estate joint venture project between ADD and a third party.

WHEREAS, LESCO was formed on April 23, 2019 for the purposes of facilitating the pursuit of the Project on behalf of the LESCO Individuals and signatories to the Binding Terms Sheet.

WHEREAS, the parties hereto desire to enter into this Operating Agreement ("Agreement" or "Operating Agreement") to provide for, among other things, (i) operation of ADW, and (ii) a statement of the rights, obligations and duties of the Members to each other and to ADW.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, it is agreed and certified that the Operating Agreement is stated in its entirety as follows:

Article I. NAME AND BUSINESS

Section 1.01 Name; Formation; Ownership; Management

- (a) The name of the Company is ARTS DISTRICT WEST LLC, a Wyoming limited liability company ("ADW").
- (b) ADW was formed on February 14, 2019 by Abigail S. Moore, acting as the Organizer and initial registered agent of ADW, and as an agent of ADD. ADD was the sole Member of ADW at the time of formation. ADW was formed to be entity through which the Project would be developed as a joint venture.
- (c) LESCO was formed on April 23, 2019 for the purposes of facilitating the pursuit of the Project on behalf of the LESCO Individuals and signatories to the Binding Terms Sheet.
- (d) ADD and John S. Varley Jr. and LESCO and the LESCO Individuals signed a Binding Terms Sheet on October 22, 2019.
- (e) In consideration of the capital contribution of ADD as hereinafter provided and in accordance with the Binding Terms Sheet, ADD will own 49% of ADW. In consideration of the capital contribution of LESCO as hereinafter provided and in accordance with the Binding Terms Sheet, LESCO will own 51% of Arts District West, LLC.
- (f) Management of ADW shall be vested in one or more Managers who will be selected by all Members. Members reserve the right to convert to a member-managed limited liability company with consent of all Members and in such an event, in acting as the member-manager of ADW, a member-manager shall have the same powers, responsibilities and limitations of the Manager as set forth in this Operating Agreement.
- (g) The Manager shall from time to time take all actions as are necessary or appropriate to:
 - (i) effectuate and permit the operation of ADW as a limited liability company under the laws of the state of Wyoming;
 - (ii) enable ADW to do business in the state of Wyoming, and

- (iii) protect the limited liability of the Members under the laws and regulations of the state of Wyoming, including the preparation and filing of any articles, documents or instruments of ADW as may be required under the laws and regulations of the state of Wyoming. The Members shall execute such articles, documents and instruments and take such other action as may be necessary to enable the Manager to fulfill his responsibilities herein.
- (h) The Members appoint Stephen C. King individually as Manager of ADW.
- (i) Unless otherwise stated herein, approval by the Members is satisfied by approval of those Members holding more than fifty percent (50%) of the Membership interests entitled to vote. Provided, however, all Members will be consulted and entitled to participate in all major decisions of the Project.

Section 1.02 Principal Office: Registered Agent

(a) The principal office of ADW, wherein there shall be maintained those records required by the Act to be kept by ADW, shall be located at 180 S. Cache Street, Jackson, Wyoming 83001, and the mailing address shall be P.O. Box 10483, Jackson, WY 83002 or at such place or places as the Manager may determine with consent of the Members. The Manager shall at all times maintain a principal office in the state of Wyoming.

(b) The registered agent of ADW in the State for service of process will be HCD Registered Agents, LLC, and the registered office of such resident agent is 30 East Simpson Avenue, Jackson, Wyoming 83001 and the mailing address of such resident agent is P.O. Box 449, Jackson, WY 83001.

Section 1.03 Names and Addresses of Members

(a) The names and addresses of the Manager and the Members are set forth in **Exhibit C** attached hereto and made a part hereof.

(b) Additional Members may be added only upon written approval of all current Members. Provided however all additional Members must, in writing, subscribe to and accept, without qualification, all of the terms and provisions of this Operating Agreement and any amendments thereto.

Section 1.04 Limitation of Liability of Members

Each Members' liability shall be limited as set forth in this Agreement, the Wyoming Limited Liability Act, and other applicable law. A Member shall not be liable for any indebtedness, liability, or obligation of the Company, except such Member shall remain personally liable for payment of the Initial Capital Contribution of such Member and as otherwise set forth in this Agreement, the Wyoming Limited Liability Act, and any other applicable law.

Section 1.05 Purposes

The purposes of ADW are to acquire, finance, own, construct, maintain, improve, operate, lease and, if appropriate or desirable, sell or otherwise dispose of the Project or parts thereof. ADW shall engage in no other business or activity.

Section 1.06 Term and Dissolution

(a) ADW shall continue in full force and effect perpetually except that ADW shall be dissolved and its assets liquidated upon:

- (i) A sale or other disposition of all or substantially all of the assets of ADW;
- (ii) The election to dissolve ADW made in writing by the Manager with the consent in writing of all Members; or
- (iii) An occurrence of any other event which results in a dissolution of ADW pursuant to the Act.

(b) The Withdrawal or Dissociation of a Member does not dissolve ADW if any remaining Member elects to continue ADW. Written notice of the election to continue shall be given to any remaining members within thirty (30) days.

(c) Upon dissolution of ADW, the Manager (or for purposes of this paragraph, his receivers or successors) shall cause the cancellation of the Articles of Organization, liquidate ADW Assets in a manner consistent with Section 5.03 hereof and apply and distribute the proceeds thereof in accordance with Section 5.03 hereof. Notwithstanding the foregoing, if, during the liquidation, the Manager shall reasonably determine that an immediate sale of all of ADW Assets would be impermissible, impractical or would cause undue loss to the Members, the Manager, with consent of all Members may either:

- (i) defer liquidation of, and withhold from distribution for a reasonable time, any assets of ADW, except those necessary to satisfy ADW debts and obligations, or
- (ii) distribute ADW Assets to the Members in kind.

Section 1.07 Title to Development

Following full performance of the obligations of the Members to fully effectuate their Contributions as set forth in the Binding Terms Sheet and Section 3.01 of this Operating Agreement, legal title to the Development shall thereafter be in the name of ADW. No Member, individually, shall have any ownership interest in the Development, except a Member or Individual or an Affiliate who purchases a condominium unit within the Development.

Article II. DEFINITIONS

Section 2.01 Meanings

Capitalized terms used in this Agreement shall have the meanings specified in this Section 2.01. Certain additional defined terms are set forth elsewhere in this Agreement.

“Accountants” means any firm or firms of independent certified public accountants as may be engaged by the Manager on behalf of ADW from time to time with the approval of all Members.

“Act” means the Wyoming Limited Liability Company Act or any corresponding provision or provisions of succeeding law as it or they may be amended from time to time as adopted by the state of Wyoming.

“ADW” means Arts District West LLC, a limited liability company formed under and pursuant to the Wyoming Limited Liability Company Act.

“ADW Accounting Year” means the accounting year of ADW, ending December 31st of each year.

“ADW Assets” means, at any particular time, the Project and Development and any other assets or property (tangible, intangible, choate or inchoate, fixed or contingent) of ADW.

“ADW Items” shall have the meaning set forth in Section 5.04(i).

“ADW Tax Return” means the United States Income Tax Return (Form 1065) for ADW, together with all Schedules K-1 included therein, and all state and local tax returns and other similar schedules required to be filed with respect to the operations of ADW.

“ADW Taxable Year” means the taxable year of ADW which shall be ADW’s Accounting Year or such other taxable period as may be required by the Code or Regulations.

“Affiliate” means, as to any Member, any Person that: (i) directly or indirectly controls or is controlled by (such as any partnership or limited liability company in which the Member, directly or indirectly, serves as a general partner or manager or member manager, respectively) or is under common control with the specified Member; (ii) is an officer or director of, commissioner of, partner in, member of, or serves in a similar capacity with respect to, the specified Member or of which the specified Member is an officer, director, member, partner, or with respect to which the specified Member serves in a similar capacity; or (iii) is the beneficial owner, directly or indirectly, of 10% or more of any class of equity securities of the specified Member or of which the specified Member is directly or indirectly the owner of 10% or more of any class of equity securities. The term “control” (including the term “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“After-Tax Basis” means with respect to any payment to be received by a Person (or, in the case of a pass-through entity, the partners or members of such Person), the amount of such payment supplemented by a further payment or payments so that, after deducting from such payments the amount of all Taxes (net of any current credits, deductions or other tax benefits arising from the payment by such Person (or its partners or members) of any amount, including Taxes, for which the payment to be received is made) imposed currently on such Person by the Service or any other taxing authority with respect to such payments, the balance of such payments shall be equal to the original payment received. For the purposes of this definition, and for purposes of any payment to be made to a Person (or its partners or members) on an After-Tax Basis, it shall be assumed that federal, state and local taxes are payable at the highest combined marginal federal and state statutory income tax rate (taking into account the deductibility of state income taxes for federal income tax purposes) applicable to corporations from time to time.

“Agreement” means this Operating Agreement and the Binding Terms Sheet, including all Exhibits and Schedules hereto, as amended from time to time in accordance with the terms of Section 12.02 hereof.

“Architect” means **Harger Architects, LLC** in Jackson, Wyoming and **Forrest Daniell & Associates, P.C** in Daphne, AL and/or any other architects hired by the Manager with approval of the Members, which shall follow consultation with all Members.

“Architect’s Agreement” means the agreement between ADW and Architect(s) for the performance of architectural services in connection with the construction of the Development.

“Articles” or “Articles of Organization” means the Articles of Organization of ADW and any amendments thereto, as filed with the Wyoming Secretary of State in accordance with the Act, as amended from time to time.

“Binding Terms Sheet” means that *Agreement - Binding Terms Sheet* and its *Addendum* both fully executed on October 22, 2019 by: LESCO Holdings, LLC; Arts District Development LLC; Stephen C. King, individually, Lester L. Boihem Jr., individually, Larry Wiremen, individually, and John S. Varley Jr., individually.

“Budget” means a complete breakdown of direct/hard costs and indirect/soft costs for the Project approved by the Members.

“Business Day” means any day except a Saturday, a Sunday or other day on which commercial banks in Jackson, Wyoming are authorized or required by law to close.

“Capital Account” shall, with respect to each Member, mean and refer to the separate “book” account for such Member to be established and maintained in all events in accordance with Section 704 of the Code and the Regulations thereunder.

(i) Except as otherwise set forth in Article III hereof to the contrary, a Member’s Capital Account shall include generally, without limitation, the Capital Contribution of a Member (as of any particular date), (1) increased by the Member’s distributive share of Profits of ADW (including, if such date is not the close of ADW’s Accounting Year, the distributive share of Profits of ADW for the period from the close of the last ADW Accounting Year to such date), and (2) decreased by the

Member's distributive share of Losses of ADW and distributions by ADW to such Member (including, if such date is not the close of ADW Accounting Year, the distributive share of Losses of ADW and distributions by ADW during the period from the close of the last ADW Accounting Year to such date). For purposes of the foregoing, distributions of property to a Member shall result in a decrease in such Member's Capital Account equal to the Gross Asset Value, as of the date of distribution of such property (less the amount of indebtedness, if any, of ADW which is assumed by such Member and/or the amount of indebtedness, if any, to which such property is subject, as of the date of distribution, subject to the provisions of I.R.C. § 7701(g)) distributed by ADW to such Member.

(ii) In the event that the Capital Contribution of a Member consists of property having a fair market value in excess of its adjusted basis, or in the event the Gross Asset Values of ADW Assets are adjusted under and pursuant to clause (ii) of the definition of Gross Asset Value, the Members' Capital Accounts shall be adjusted thereafter in accordance with the provisions of §1.704-1(b)(2)(iv)(g) of the Regulations with respect to allocations of the Members of Depreciation, gain or loss, as computed for book purposes, and not for tax purposes.

(iii) In the event that the provisions of §1.704-1(b)(2)(iv) of the Regulations fail to provide guidance on how adjustments to the Capital Accounts of the Members should be made to reflect particular adjustments to ADW capital on the books of ADW, then such Capital Account adjustments shall be made by the Manager in his reasonable determination, with the review and concurrence of the Accountants and/or with the advice of the professional tax advisors of ADW, in a manner that (1) maintains equality between (A) the aggregate Capital Accounts of the Members and (B) the amount of ADW capital reflected on ADW's balance sheet, as computed for book purposes in accordance with § 1.704-1(b) of the Regulations, (2) is consistent with the underlying economic arrangement among the Members, and (3) is based, wherever practical, on federal tax accounting principles.

"Capital Contribution" means the cash plus the Gross Asset Value (net of liabilities) of other property contributed to ADW by each Member. Any reference in this Agreement to the Capital Contribution of a then Member shall include any Capital Contribution previously made by any prior Member in respect of the Interest of such then Member.

“Capital Event” means any transaction the proceeds of which are not includable in Cash Flow, including without limitation, the sale or other disposition of all or any substantial part of the assets of ADW or the refinancing of any Mortgage Loan, but excluding (i) loans to ADW (other than a refinancing of any Mortgage Loan) and (ii) contributions to the capital of ADW by the Members.

“Cash Flow” means, for any period of time, the total cash receipts of ADW from ordinary operations (i.e., excluding the proceeds of (A) capital transactions, (B) the Capital Contributions of the Members, and/or (C) the proceeds of any loans, such as, but not limited to any other funds [such as any reserves in excess of the amounts required to be established and maintained pursuant to this Agreement], when and to the extent the Manager, with agreement of the Members, no longer regards such excess reserves as reasonably necessary in the efficient conduct of the business of ADW and, notwithstanding anything to the contrary above, any Capital Contribution not needed to attain Construction Completion) deemed available for distribution and designated as Cash Flow by the Manager, *less* (i) the total cash disbursements of ADW (such as, but not limited to, operating expenses, costs of repair or restoration of the Development, financing fees or other requirements of any Lender and interest and principal repayments of any loans, other than loans from any Member, and *less* (ii) amounts paid in connection with the establishment or maintenance of reserves as required by Section 7.08 of this Agreement.

“Change in Law” means an amendment to the Code or Treasury Regulations that is applicable to the Development.

“Closing Date” means the date of this Agreement.

“Code” or “I.R.C.” means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto. Reference herein to any Code section shall include any successor provision.

“Construction Completion” means the date of receipt by the Members of (a) a written certification from the Manager stating that the achievement of substantial completion of all requirements relating to the lien-free construction of the Development as set forth in the Project Documents (as defined below) has occurred, (b) a written certification from the Architect stating that all work to be performed by the builder under the construction contract with respect to the Development is substantially complete and complies, where applicable, with the Americans with Disabilities Act (P.L.

101-336; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)) and the Fair Housing Act (41 U.S.C. 3601 et. seq.), as amended, and (c) certificates or permits of occupancy for all units in the Development; provided, however, that if such certificates or permits are of a temporary nature, “Construction Completion” shall not be deemed to have occurred unless (i) such certificates or permits permit occupancy of all of the units, and (ii) the work remaining to be done is of a nature that would not impair the permanent occupancy of any of the units of the Development on a full paying basis. Punch list items may be outstanding at Construction Completion provided ADW has made adequate provision to the reasonable satisfaction of the Members for the payment and completion of all outstanding punch list items and any other work that remains to be performed.

“Contractor” means NWBC, LLC, a Wyoming limited liability company d/b/a New West Building Company, of Jackson Wyoming, or such other contractor selected by the Manager with approval of the Members, which shall follow consultation with all Members.

“Cost Certification” means the final certification by the Accountants of the costs incurred in connection with the construction of the Development.

“Cost(s) of Improvements” means all direct, indirect, hard and soft costs required to be expended by ADW to construct the Development and to comply with the requirements of this Agreement and to comply with requirements and conditions imposed by the Town of Jackson, including, without limitation, the cost of labor and materials actually expended or incurred by ADW and incorporated in the Development on the property, the cost of furnishings, fixtures and equipment, permits, appraisals, soil testing, surveys and other professional fees and costs, construction fees, taxes, insurance, marketing costs, interest, financing and bonding fees and an operating reserve.

“Development” means the building to be constructed by ADW as a Planned Mixed-use Development (PMD) at 175 S. Glenwood Avenue, Lots 11 and 12 of the 2nd Wort Addition in the Town of Jackson, Wyoming and more specifically the Final Development Plan approved by the Town of Jackson on September 4, 2018 for P18-15, the Glenwood + Simpson PMD (Phase II of the Millward + Simpson PMD Master Plan) and all conditions of approval and Building Permit B10-0323 and all conditions of its approval. It is the intent of the Members to condominiumize the Development.

“Depreciation” means, for purposes of maintaining Capital Accounts and not for purposes of calculating taxable income, for each ADW Accounting Year or other period, with respect to ADW Assets, an amount that bears the same ratio to the Gross Asset Values of ADW Assets as the federal income tax depreciation, amortization, or other cost recovery deduction for such ADW Assets for such year or other period bears to the adjusted tax bases for such assets, appropriately adjusted for any adjustments to the tax bases of such assets which occur from time to time during such year or other period.

“Dissociation” means as defined in the Act.

“Disposition” (including the verb form “Dispose” and the adjective form “Disposing”) means, as to a Member, the assignment, sale, transfer, exchange, pledge, hypothecation or other disposition of all or any part of its Interest.

“Entity” means any general partnership, limited partnership, limited liability company, corporation, joint venture, cooperative, association, or the State or any agency or political subdivision thereof.

“Event of Bankruptcy” means, with respect to any Person: (i) the entry of a decree or order for relief by a court having jurisdiction in respect of such Person in a case under the Federal bankruptcy laws, as now or hereafter constituted, or any other similar law, or the issuance of an order for the winding-up or liquidation of such Person’s affairs and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days, or (ii) the commencement by such Person of a proceeding under any reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statutes of any jurisdiction, whether now or hereafter in effect, or (iii) the commencement against such Person of any such proceeding which remains undismissed for a period of 90 days, or by any act by such Person which indicates such Person’s consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver of or trustee for such Person or of any substantial part of such Person’s property, or allows any such receivership or trusteeship to continue undischarged for a period of 90 days, or (iv) the taking of any action by such Person to authorize any of the foregoing, or (v) the making of an assignment for the benefit of creditors by such Person, or (vi) such Person files a petition in bankruptcy or petitions or applies to any tribunal for any

receiver of such Person or for any substantial part of such Person's property, or (vii) if either (a) any one or more judgments or orders against such Person with respect to a claim or claims involving in the aggregate liabilities exceeding \$50,000, which judgment or order is not covered in full by insurance or is not stayed, bonded, paid or discharged within 90 days after such judgment or order, or (b) any writ of attachment or execution or any similar process is (I) issued or levied against such Person's property and (II) is not discharged or stayed within 90 days thereof.

"Failure of Essential Purpose" means the event described in the Binding Terms Sheet - failure of a Building Permit to be issued by the Town of Jackson for the Development. On February 25, 2020, the Town of Jackson notified the Members of ADW and the parties to the Binding Terms Sheet in writing that the Building Permit (B19-0323) for the Development was approved and ready to be issued.

"Final Determination" means in legal proceedings the earliest to occur of (i) the date on which a decision, judgment, decree or other order has been issued by any court of competent jurisdiction or government agency with regard to any tax or other issue affecting ADW, which decision, judgment, decree or other order has become final (i.e., all allowable appeals requested by the parties to the action have been exhausted), or (ii) the date on which the Internal Revenue Service has entered into a binding agreement with ADW with respect to such issues or has reached a final administrative or judicial determination with respect to such issues which, whether by law or agreement, is not subject to appeal.

"Financial Projections" means the Financial Projections (including all schedules included therein) attached hereto as **Exhibit D**.

"General Contract" means the construction contract between ADW and Contractor for the construction of the Development.

"Gross Asset Value" means the following, with respect to any ADW Asset:

(i) The initial Gross Asset Value of any ADW Asset at the time that it is contributed by a Member to the capital of ADW shall be an amount equal to the agreed fair market value of such ADW Asset (without regard to the provisions of I.R.C. Section 7701g)), as determined by the contributing Member and ADW.

(ii) The Gross Asset Values of all ADW Assets may be adjusted, as reasonably determined by the Manager, to equal their respective fair market values taking Code Section 7701(g) into account (A) in connection with the contribution of money or other property (other than a de minimis amount) to ADW by a new or existing Member as consideration for an Interest in ADW or (B) in connection with the liquidation of ADW or the distribution by ADW of more than a de minimis amount of ADW Assets or money to a retiring or continuing Member as consideration for an Interest in ADW or in any other circumstances set forth in § 1.704-1(b)(2)(iv)(f)(5) of the Regulations or in any successor regulations.

(iii) The Gross Asset Value of all ADW Assets shall be adjusted, as reasonably determined by the Manager, to equal the respective fair market values of ADW Assets upon the termination of ADW for federal income tax purposes pursuant to I.R.C. Section 708(b)(1)(B).

“Individuals” means those natural persons who are parties and signatories to the Binding Terms Sheet.

“Initial Capital Contribution” means the Capital Contribution of ADD described in Article III, Section 3.02(a) of this Operating Agreement and as set forth in the Binding Terms Sheet and the Capital Contribution of LESCO described in Article III, Section 3.02(b) of this Operating Agreement and as set forth in the Binding Terms Sheet.

“Interest” means the entire interest of a Member in ADW at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Operating Agreement and the obligations of such Member to comply with the terms of this Operating Agreement.

“Laws” means any statute, rule, ordinance, regulation, order, judgment, award or decree of any governmental authority, including, but not limited to, ERISA, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Clean Air Act, the Occupational Safety and Health Act, and the Americans with Disabilities Act of 1990, in each case, as amended.

“Lease-Up Expenses” shall mean those reasonable costs, expenses and fees incurred in connection with any lease-up of the commercial units, the residential/lodging units, and the worker units

of the Development in excess of those lease-up costs, expenses and fees that would normally be incurred for a stabilized project.

“Lender” means any lender or its successors and assigns making a loan to ADW that is secured by a Mortgage.

“LESCO Individuals” means those natural persons affiliated with LESCO who signed the Binding Terms Sheet as individuals and formed LESCO LLC for the purpose of pursuing the Project, specifically Stephen C. King, Lester L. Boihem Jr., and Larry Wiremen.

“Lien” means any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance (including, without limitation, any easement, right-of-way, zoning or similar restriction or title defect), lien (statutory or other) or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the UCC or comparable law of any jurisdiction).

“Loan” means the first mortgage construction/permanent loan from a bank selected by the Members to ADW in the initial amount to be determined by the Members bearing interest at a rate acceptable to the Members.

“Major Subcontractors” means subcontracts for plumbing, electrical, site work, structural and mechanical/HVAC in form and substance reasonably satisfactory to the Members.

“Manager” means Stephen C. King and any Person or Persons who, at the time of reference thereto, have been appointed as additional or successor Managers with the consent of all Members. At any time when there is a more than one Manager, the term “Manager” shall include, collectively, all such Persons, unless the context clearly implies that such term only refers to one of them.

“Manager’s Certification” means that document attached hereto to **Exhibit A**.

“Member” means those Persons identified in **Exhibit C** attached hereto.

“Minimum Gain” means, with respect to each Member, the amount computed in accordance with § 1.704-2(g) of the Regulations. ADW shall separately compute each Member’s share of Minimum Gain attributable to Member nonrecourse debt pursuant to § 7.704-2(i) of the Regulations.

“Mortgage” means any mortgage or deed of trust securing a Mortgage Loan and encumbering the Development, as such indebtedness may be increased, decreased, or refinanced in accordance with this Agreement. Where the context permits, the term “Mortgage” shall include any mortgage, deed, deed of trust, note, regulatory agreement, security agreement, assumption agreement or other instrument executed in connection with a Mortgage Note which is binding on ADW; and in case any Mortgage is replaced or supplemented by any subsequent mortgage or mortgages, the “Mortgage” shall refer to any such subsequent mortgage or mortgages.

“Mortgage Loan” means a loan to ADW evidenced by a Mortgage Note and secured by a Mortgage.

“Mortgage Note” means the promissory note executed or to be executed by ADW in favor of any Lender to evidence indebtedness incurred by ADW in connection with a Mortgage Loan.

“Net Proceeds” means the difference between (A) the sum of (i) the gross proceeds from a Capital Event other than a refinancing; (ii) the excess proceeds from the refinancing of any loan on the Development (that is, any refinancing proceeds not needed for the repayment of the loan refinanced or for other ADW expenses, obligations or expenditures as determined by the Manager; and (iii) the receipt of any proceeds from insurance settlements or other claims attributable to fire or other casualty, or from condemnation, sales or grants of easements, rights-of-way or the like in excess of those needed for repair, restoration or replacement of the damaged, destroyed or condemned property and (B) the payment of or due provision for (i) all liabilities to creditors of ADW, excluding, except in the event of the dissolution and liquidation of ADW, those liabilities payable according to the priorities in Section 5.02(b) and (ii) necessary and customary expenses of such Capital Event (including, without limitation, expenses payable to the Manager.

“Partnership Representative” means the person designated by all Members to be the required primary contact for ADW with the Internal Revenue Service.

“Permitted Liens” means liens for taxes, assessments or governmental charges not delinquent or being diligently contested in good faith and by appropriate proceedings and for which adequate reserves in accordance with generally accepted accounting principles consistently applied are maintained on ADW’s books, and liens, restrictions and encumbrances listed in the title insurance policy and title insurance commitment accepted by the Lender and Members.

“Person” means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such individual or Entity as the context may require.

“Plans” means the final signed and sealed plans and specifications for the construction of the Development prepared by Architect and approved by all Members, as well as any applicable governmental subdivision or agency, and Lender if required, together with any change orders approved in accordance with this Agreement. Provided, however, that any impasse between the parties regarding a design decision which is necessary to achieve the desired changes listed in the Bullet Point List set forth in Section 4.01(a) of this Operating Agreement and Paragraph 22(d) of the Binding Terms Sheet, shall be resolved in favor of LESCO.

“Profits and Losses” means, for each calendar year or other period, an amount equal to ADW’s taxable income or loss for such year or period, determined in accordance with I.R.C. § 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to I.R.C. § 703(a)(1) shall be included in taxable income or loss), with the following adjustments to be made solely for purposes of maintaining Capital Accounts and not for determining taxable income or loss:

(i) Any income of ADW that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) Any expenditures of ADW described in I.R.C. § 705(a)(2)(B) or treated as I.R.C. § 705(a)(2)(B) expenditure pursuant to § 1.704-1(b)(2)(iv)(i) of the Regulations, and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any ADW Asset is adjusted pursuant to clause (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be taken

into account as hypothetical gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of any asset of ADW with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value; and

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account Depreciation for such calendar year or other period.

“Project” means construction of the Development and sale, lease and/or use of the units in that building and all associated activities.

“Project Documents” means AIA Documents A102 and A201 and all incorporated documents, attachments, and exhibits executed on 4/26/2020 by Manager on behalf of ADW and its Members with Contractor and any amendments, modifications, changes, extensions thereto.

“Property” means the real estate and other interests described in Section 3.01(a).

“Regulations” means the Income Tax Regulations promulgated under the Code, as amended and in effect from time to time.

“Service” shall mean the Internal Revenue Service.

“State” shall mean the state of Wyoming.

“Tax” or “Taxes” means any and all liabilities, losses, expenses and costs that are, or are in the nature of taxes, ad valorem taxes, fees or other governmental charges, including interest, penalties, fines and additions to tax imposed by the Service or any other taxing authority.

“Title Insurer” means the title issuer designated by all the Members in writing or as a Lender demands, if any.

“Title Policy” means the title policy provided to ADW from the Title Insurer.

“Withdrawal” (including the verb form “Withdraw” and the adjective forms “Withdrawing” or “Withdrawn”) means, as to a Member, the occurrence of death, adjudication of insanity or incompetence, Event of Bankruptcy, dissolution, liquidation, or voluntary or involuntary withdrawal or retirement from ADW for any reason.

Section 2.02 Pronouns and Plurals.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or persons may require. Words such as “herein,” “hereafter,” “hereof,” “hereto,” and “hereunder,” when used with reference to this Agreement, refer to this Agreement as a whole unless the context otherwise requires.

Article III. CAPITAL

Section 3.01 Contribution of Members

The Members have contributed or will contribute to ADW the Capital Contribution set forth herein:

(a) In consideration for its 49% interest in ADW, Arts District Development, LLC shall contribute real property and entitlements having a value of \$4,500,000.00 as agreed by the Members in the Binding Terms Sheet and in this Operating Agreement.

(i) The real property and entitlements to be contributed consists of .34 acres described as Lots 11 and 12, Block 2, Wort-2, Jackson, Wyoming and all rights, obligations, and interest in the *Affidavit and Agreement between the Town of Jackson, Teton County, Wyoming and the Undersigned Applicant Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations* recorded in the land records of Teton County, Wyoming on December 3, 2002 at 12:21 p.m. as Document No. 0583871 at Book 480 pages 638-760, the *Affidavit and Agreement Relating to Extension and Amendment of a Planned Mixed Use Development Master Plan* recorded in the land records of Teton County, Wyoming on July 25, 2013 at 4:09 p.m. as Document No. 0841300 at Book 849 pages 640-645, and the *Affidavit and Agreement Relating to the 1st Amendment of the Millward and Simpson Planned Mixed-Use Development Master Plan* recorded in the

land records of Teton County, Wyoming on May 6, 2016 at 11:31 a.m. as Document No. 0903940 at Book 919 pages 406-451 as well as all rights granted by the Final Development Plan approved by the Town of Jackson on September 4, 2018 for the Glenwood + Simpson PMD (Phase II of the Millward + Simpson PMD Master Plan) with all respective conditions of approval and Building Permit B10-0323 and all conditions of its approval ("Property").

(ii) In addition to the real property, entitlements, and permits to be transferred, ADD shall transfer to ADW any of its right, title or interest that it may have in the architectural and engineering drawings including the right to use, as well as any intellectual property or other intangible rights associated with those drawings.

(iii) The transfer by ADD to Arts District West, LLC of the Property shall be by Special Warranty Deed in a form substantially similar to **Exhibit E** attached hereto and in accordance with the Binding Terms Sheet and this Operating Agreement. The deed shall convey the Property, free and clear of all financial loans and obligations except for current real estate tax obligations, to ADW.

(iv) The deed shall be placed in escrow with Wyoming Title & Escrow in Jackson, Wyoming or such other agent that is selected by Manager with the consent of all Members. Upon receipt of proof that LESCO's entire capital contribution has been deposited with ADW and as soon as practical following verification of compliance by the parties with Escrow Agreement and the receipt of an executed Notice to Release and Record Deed, the escrow agent shall promptly cause the deed to be recorded in the public records of Teton County, Wyoming.

(b) In consideration for its 51% interest in ADW, LESCO shall contribute cash in the aggregate amount of \$4,683,675.00 as follows:

(i) First, Capital Contribution to ADW by LESCO will be paid by application of credit for all sums advanced by LESCO, or its members or principals, in payment of the fees and expenses of Harger Architects, Y2 Consultants LLC, Wapiti Corporation, NWBC, LLC d/b/a New West Building Company, First Interstate Bank, and the Town of

Jackson, in pursuit of the Project in accordance with the Binding Terms Sheet and Section 11.01 of the Operating Agreement.

(ii) Second, application for credit of all sums paid by LESCO to ADD for reimbursement of all sums ADD advanced to pay fees and expenses in pursuit of the Project pursuant to Section 4.01(f), including Harger Architects, Y2 Consultants LLC, Wapiti Corporation, the Town of Jackson, and the Wyoming Secretary of State, from September 4, 2018 until the date of reimbursement which shall be within five (5) business days of submission by ADD of a written statement to LESCO of funds due.

(iii) The remaining balance of the LESCO \$4,683,675 capital contribution to ADW will be made in collected funds to meet the ongoing and current cash requirements of ADW or its lenders and prior to ADD's conveyance of the Property to ADW (in accordance with the provisions of Paragraph 3.01(a)). The parties hereto understand and agree that these funds will be provided on an as needed basis as determined by the Manager of ADW in furtherance of meeting the obligations herein and developing the Project. Provided, however, that LESCO funds shall be deposited to ADW in good funds sufficiently far in advance to pay all bills, invoices, and obligations in a timely manner.

(iv) The LESCO obligation for its capital contribution funding must be guaranteed and secured by each of the Members of LESCO by execution of secured promissory notes and collateral security agreements between each of those Members and ADD, pursuant to the Binding Terms Sheet.

a. The collateral shall be each Member's Membership interest in LESCO.

b. The notes and security agreements will be cancelled upon receipt by ADW of the entire \$4,683,675 capital contribution from LESCO and conveyance by ADD of the Property into ADW.

(v) Each payment by LESCO shall be delivered to the Manager of ADW, who shall deposit each payment into the checking account of ADW and each application for credit to the LESCO capital obligation will be submitted to the Manager of ADW, itemized and in writing and with supporting documentation with copies provided to ADD.

(vi) Liabilities due to any default by ADW, or the assessment of late fees, interest, penalties or other charges incurred by ADW due to a failure to timely fulfill any of its payment obligations and which arise due to LESCO's failure to timely provide its Capital Contributions as set forth herein, shall be borne by LESCO exclusively. Funds for payment of such charges, fees, penalties, and financial liabilities incurred shall be provided to ADW by LESCO and such funds shall not be treated as Capital except in the case of a bill, invoice, late fees, interest, penalties, or other obligation that ADW in good faith contests in full or in part.

(c) Pursuant to the Binding Terms Sheet, ADD has borne a share of the "pursuit costs" in furtherance of the Project. It has paid a share of the costs, fees, expenses, and other expenditures owed to Harger Architects, Y2 Consultants, Wapiti Corporation, their subcontractors, the Town of Jackson, and others. If LESCO does not exercise its Right to Opt Out or if the Opt Out Right has expired, these funds expended by ADD shall be reimbursed by LESCO pursuant to this Operating Agreement and the Binding Terms Sheet. If LESCO does not exercise its right to Opt Out, these funds are expressly not a Capital Contribution of ADD to ADW. To be clear, the pursuit costs reimbursed to ADD from LESCO are a part of the \$4,683,675.00 Capital Contribution from LESCO to ADW.

Section 3.02 Default by Arts District Development, LLC

In the event Arts District Development, LLC wrongfully fails to transfer the Property to ADW at the time provided in Section 3.01(a), LESCO shall be entitled to specific performance.

Section 3.03 Default by LESCO Holdings, LLC

(a) Except as provided for in Section 3.04, in the event LESCO fails to make the payment(s) described in Section 3.01(b), ADD may provide written notice to LESCO that, as a result of failure to make required Contributions, LESCO will be dissociated forthwith from ADW pursuant to Wyoming Statutes 17-29-602(a)(ii). Provided, however, that LESCO has fifteen (15) days to cure any such non-payment from the date of written notice to LESCO.

(b) In the event LESCO makes any payment described in Section 3.01(b)(i) and Section 11.01 and is thereafter dissociated from ADW, in accordance with this Agreement and the Binding Terms Sheet, LESCO shall not be entitled to any refund or return of capital from ADW.

(c) In the event LESCO is dissociated from ADW, ADD may terminate Stephen C. King as Manager of ADW by sending written notice of termination to Stephen C. King.

(d) In the event LESCO is disassociated from ADW, the Property may, at the option of ADD, be re-conveyed to ADD.

Section 3.04 Adjustment to Ownership Interests in Event Construction Ceases

(a) If, following termination or expiration of LESCO's Opt-Out Right and before LESCO has contributed the full amount of its required Capital Contribution under Section 3.01(b), construction of the Project ceases through no fault of LESCO whether indirect and/or direct, and LESCO notifies ADD and ADW that it will not fund the unpaid balance of its capital contribution, then the ownership/equity interests of the Members as set forth in Section 1.01, shall be adjusted to reflect the appropriate percentage based upon the amount of each Members' then capital contribution. For example, under the above described circumstances, if LESCO has provided three million dollars of its capital contribution obligations to ADW and ADD has provided its capital contribution of the Property valued at four and a half million dollars, resulting in a total contribution by both Members of seven and a half million dollars, then LESCO's ownership interest would be forty percent (40%) and ADD's ownership interest would be sixty percent (60%).

(b) If such an event occurs and ADD becomes the majority interest owner of ADW following LESCO's failure to fulfill its obligations under Section 3.01(b), then ADD will, following consultation with all Members, have the discretion to make all final decisions regarding the Project notwithstanding any provisions in the Operating Agreement that require agreement of all Members.

(c) In the event construction of the Project ceases through no fault of LESCO whether indirect and/or direct, and LESCO notifies ADD and ADW that it will exercise its right under this Section to discontinue funding the unpaid balance of its capital contribution, LESCO shall nevertheless advance all funds necessary to comply with all governmental and regulatory requirements related to shutting down the Project.

Section 3.05 No Interest on Capital Contribution: Return of Capital

No Member shall be entitled to receive any interest on its Capital Contribution. Except as otherwise specifically provided elsewhere herein, no Member shall have the right to withdraw its Capital

Contribution or to demand and receive property of ADW in return for its Capital Contribution. Each Member shall look solely to the assets of ADW for all returns of capital and distributions and allocations of Profits and Losses and shall have no recourse therefor (upon dissolution or otherwise) against any other Member.

Section 3.06 No Third-party Beneficiary

None of the provisions of this Agreement shall be construed as existing for the benefit of any creditors of ADW or for the benefit of any creditor of any of the Members or Individuals, and no such provision shall be enforceable by a party not a signatory to this Agreement, except where granting of a security interest or pledge has been made by ADW.

Article IV. OPT OUT AND PURSUIT COSTS

Section 4.01 Right of Opt Out of LESCO Holdings, LLC

(a) LESCO desires to have certain design changes made to the approved floor plans for the Development. These changes were outlined in the Binding Terms Sheet as follows: (i) bigger bedrooms; (ii) bathrooms adjoining bedrooms; (iii) add bedrooms to units that are big enough for them, if parking is not a problem and if it is an advantage in the Jackson market; (iv) minimize hallways and circuitous path to the Living/Dining areas; (v) widen the Living/Dining areas by one foot; (vi) ensure adequate ceiling heights to the extent practical ("Bullet Point List").

(b) At such time as the Bullet Point List change request has been particularized, the request for changes will be submitted to the Town of Jackson (formally or informally). In the event the Town of Jackson declines approval or fails to approve the requested changes within five (5) days, then LESCO shall have the right (but not the obligation) to Opt Out of the Project as provided in this Operating Agreement and the Binding Terms Sheet ("Opt Out Right").

(c) Provided, however, failure to approve of any requested change by the Town of Jackson on the basis that it adversely affects the permitted floor area ratio (FAR), the parking requirements, or workforce housing requirements of the Development are not grounds for LESCO to exercise its Opt Out Right.

(d) Following a submission or informal inquiry to the Town of Jackson regarding the proposed changes, within five (5) days of learning of the Town of Jackson's decision, LESCO will notify ADD in writing of whether LESCO will exercise its Opt Out Right or whether LESCO will proceed with the Project ("Opt-out Deadline."). Failure to provide written notice exercising its Opt-Out Right is a waiver of the right to Opt-Out. If LESCO elects to Opt Out, it shall immediately cease to be a Member of ADW. The date on which the election is made shall be the Opt Out Date. Due to time constraints imposed by the Town of Jackson, including a requirement, pursuant to the approved Glenwood + Simpson PMD Development FDP and the Millward + Simpson PMD Master Plan, that construction commence within sixty (60) days of issuance of a Building Permit¹ and the requirement that there be continuous construction progress, **time is of the essence.**

(e) Reimbursements to LESCO. If, and only if, LESCO timely elects to Opt Out, certain reimbursements shall be made to LESCO as provided in Article XI of this Operating Agreement and the Binding Terms Sheet for LESCO's share of Pursuit Costs.

(f) Payment by LESCO to ADD. Following issuance of the Building Permit, LESCO shall pay ADD all sums advanced by ADD on behalf of and in pursuit of the Project, from September 4, 2018 to the date of reimbursement. LESCO shall reimburse ADD for the funds advanced in pursuit of the Project within five (5) calendar days of receipt of a written statement from ADD itemizing such advances.

(i) If LESCO does not exercise its right to Opt Out, payments made by LESCO to ADD, to reimburse ADD for pursuit costs, shall be credited towards LESCO's Capital Contribution obligations consistent with Section 3.01(b)(ii) above.

(ii) If, and only if, LESCO timely elects to Opt Out, certain reimbursements shall be made to LESCO as provided in Article XI of this Operating Agreement and the Binding Terms Sheet for payments made by LESCO to ADD for ADD's share of pursuit costs.

¹ The Town of Jackson notified the Parties in writing on February 25, 2020 that Building Permit B19-023 was approved and ready to be issued for the Glenwood + Simpson PMD Development pursuant to the approved FDP.

Article V. PROFITS AND LOSSES; DISTRIBUTIONS; CAPITAL ACCOUNTS

Section 5.01 Profits; Losses and Credits

Subject to Section 5.04 hereof, all Profits, Losses and Credits incurred or accrued shall be allocated 51% to LESCO and 49% to ADD, or if the ownership interests of the Members have been adjusted pursuant to Section 3.04, according to the ownership interests existing at the time of the allocation prorated according to the date of the adjustment.

Section 5.02 Cash Distributions Prior to Dissolution

(a) *Cash Flow*. Provided that all reserves have been funded and maintained as required hereunder, Cash Flow, if available with respect to any ADW Accounting Year shall, unless agreed to in writing by all Members, be applied or distributed as set forth below, in the following order of priority:

- (i) First, to the payment of any loans other than the Mortgage Loan, with any such payments to be applied first to accrued but unpaid interest and then to principal;
- (ii) Second, the balance shall be distributed 51% to LESCO Holdings, LLC and 49% to Arts District Development, LLC.

The Manager may, in his discretion, make either annual or quarterly distributions of Cash Flow. If the Manager elects to make annual distributions of Cash Flow, the distributions shall be made on a date ("the Annual Distribution Date") that is within 60 days after the end of ADW Accounting Year (but in no event shall the Annual Distribution Date be earlier than the date on which ADW files a ADW Tax Return for such ADW Accounting Year). If the Manager elects to make quarterly distributions, the distributions shall be made on March 31, June 30, September 30 and December 31 of each ADW Accounting Year. If the Manager elects to make quarterly distributions, the Accountants shall estimate the Cash Flow that will be available for the immediately next succeeding ADW Accounting Year (the "Estimated Cash Flow"). Each quarterly distribution shall be equal to 18.75% of the Estimated Cash Flow for such year. The Manager shall also require the Accountants to include a reconciliation of the aggregate Cash Flow actually distributed on a quarterly basis during an ADW Accounting Year. If the sum of the actual quarterly distributions is less than the distributable Cash Flow as calculated by the Accountants, the Manager shall distribute the additional Cash Flow on the Annual Distribution Date. If the sum of the actual quarterly distributions is more than the distributable Cash Flow as calculated by

the Accountants, the Manager shall within 30 days after receipt of the financial statement of ADW prepared by the Accountants for such tax period, reimburse ADW for any such excess to the extent that such excess was distributed to the Members. On or before February 28th following the close of each calendar year, ADW shall distribute to the Members in accordance with their percentage ownership interests, cash to pay a portion of the federal, state, and local tax liability of the Members in respect of the allocation to them of accumulated Income in excess of Loss pursuant to this Agreement, determined using a marginal tax rate as determined by the Partnership Representative (such distribution being referred to herein as "Tax Distributions"; subject, in all events to ADW having sufficient funds available for Tax Distributions in the reasonable determination of the Manager after consultation with all Members.

(b) Distributions of Net Proceeds. Prior to the dissolution of ADW, if the Manager shall determine from time to time that Net Proceeds are available for distribution from a Capital Event, such Net Proceeds shall be applied or distributed as follows:

- (i) First, to fund reserves for contingent liabilities to the extent deemed reasonable by the Manager, in the exercise of Manager's good faith business judgement to avoid default on any obligation; and
- (ii) Second, to the payment of any loans other than the Mortgage Loan, with any such payments to be applied first to accrued but unpaid interest and then to principal.

Section 5.03 Termination Distributions

Upon dissolution and termination of ADW, after payment of, or adequate provision for, the debts and obligations of ADW, the remaining assets of ADW (or the proceeds of sales or other dispositions in liquidation of ADW Assets, as may be determined by the Manager shall be distributed pro rata to the Members in accordance with their respective positive Capital Account balances after taking into account all Capital Account adjustments for the year. Liquidation distributions shall be made by the end of the taxable year in which the liquidation occurs, or, if later, within 90 days of the date of liquidation.

Section 5.04 Special Allocations

Notwithstanding anything to the contrary contained in this Agreement:

(a) In the event that there is a net decrease in ADW minimum gain (as defined in Regulation § 1.704-2(d)) during a fiscal year or period, all Members shall be allocated, before any other allocation is made of ADW items for such year or period, items of income and gain for such year or period (and, if necessary, subsequent years) in the manner and to the extent required by Regulation § 1.704-2(f). The allocations contained in this Section 5.04(a) are intended to be a “minimum gain chargeback” within the meaning of Regulation § 1.704-2(f) and shall be interpreted consistently therewith.

(b) Subject to the provisions of paragraph (a) of this Section 5.04, (i) any partner non-recourse deduction (as defined in Regulation § 1.704-2(i)(2)) shall be allocated in the manner specified in Regulation § 1.704-2(i) and (ii) if there is a net decrease during a taxable year of ADW in the minimum gain attributable to partner nonrecourse debt, then items of ADW income and gain for such year (and, if necessary, for subsequent years) shall be allocated in the manner and to the extent required by Regulation § 1.704-2(i)(4).

(c) Subject to the provisions of paragraphs (a) and (b) of this Section 5.04, in the event that a Member unexpectedly receives any adjustments, allocations or distributions described in Regulation § 1.704-1(b)(2)(ii)(d)(4), (5) or (6) as a result of which the negative Capital Account balance of the Member exceeds the sum of such Member’s share of minimum gain and the amount of its negative Capital Account that it has agreed to restore or is deemed to be obligated to restore pursuant to Regulations §§ 1.704-2(g)(1) and 1.704-2(i)(5), items of ADW income and gain shall be specially allocated to such Member in the manner and to the extent required by such Regulation. This Section 5.04(c) is intended to be a “qualified income offset” within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

(d) If the balance in the Capital Account of a Member is less than zero, net loss shall be allocated to such Member only to the extent that (y) the sum of the Minimum Gain of such Member (determined in accordance with the provisions of § 1.704-2(g) of the Regulations) plus the amount of its negative Capital Account that such Member has agreed to restore exceeds (z) the deficit balance in the Capital Account of such Member (determined at the end of ADW Taxable Year to which the allocation relates).

(e) In the event that, at any time or from time to time after the effective date of this Agreement, the Gross Asset Values of ADW Assets are adjusted in accordance with this Agreement, then the Members' allocable shares of depreciation, depletion, amortization and gain or loss, as computed for tax purposes, with respect to ADW property, must be determined so as to take into account the variation between the adjusted tax basis of ADW property and the book value, in the same manner as under I.R.C. § 704(c) and the applicable Regulations thereunder. Allocations pursuant to this paragraph (e) shall be solely for purposes of federal taxes and shall not affect or in any way be taken into account in computing a Member's Capital Account.

(f) If an Interest is transferred or assigned during an ADW Accounting Year, that part of the tax incidents allocated pursuant to this Article IV with respect to the Interest so transferred shall, in the discretion of the Manager, either (i) be based on segmentation of the taxable year between the transferor and the transferee using the interim closing of the books or any other reasonable method or (ii) be allocated between the transferor and the transferee in proportion to the number of days in such taxable year during which each owned such Interest, as disclosed on ADW's books and records.

(g) Any depreciation recapture recognized pursuant to I.R.C. Sections 1245 and 1250 shall be allocated to the members in the same proportions that the depreciation or cost recovery deductions giving rise to such recapture were allocated among such Members or their respective predecessors-in-interest. Any taxable income of ADW resulting from its receipt of debt forgiveness, donations, contributions, grants or subsidies shall be allocated entirely to the Manager.

(h) In the event that there is a determination that I.R.C. §483 or I.R.C. §1274 (both relating to imputed interest with respect to deferred payment sales of property) is applicable to any loans between ADW and a Member, or that any loan between a Member and ADW is subject to I.R.C. § 7872 (relating to imputed interest with respect to below market interest rate loans), any income or deduction attributable to interest on such a loan (whether stated or unstated) shall be allocated solely to such Member.

(i) It is the intent of the Members that each Member's allocable share of income, gains, losses, or deductions (or items thereof) ("ADW Items") shall be allocated in accordance with this Article V to the fullest extent permitted by I.R.C. Sections 704(b) and 704(c). In order to preserve and protect

the allocations provided for in this Article V, without adversely affecting the amounts distributable upon termination of ADW, the Manager, with the review and concurrence of ADW's Accountants, is authorized and directed, in his reasonable judgment, to allocate ADW Items arising in any year differently than otherwise provided for in this Article V if, and to the extent that, the allocations otherwise provided under this Article V would not be permissible under I.R.C. Sections 704(b) and/or 704(c). Any allocation made pursuant to this Section 5.04(i) shall be deemed to be a complete substitute for any allocation otherwise provided for in this Article V, and no amendment of this Agreement or approval of any Member shall be required with respect thereto and each Member shall, for all purposes and in all respects, be deemed to have approved any such allocation. The allocations set forth in this Section 5.04 (the "Special Allocations") are intended to comply with certain requirements of the Section 704 Regulations. The Special Allocations may not be consistent with the manner in which the Members intend to divide ADW distributions. Accordingly, the Manager is hereby authorized and directed to divide other allocations of income, gain, loss and deductions among the members so as to prevent the Special Allocations from distorting the manner in which ADW distributions will be divided among the Members on dissolution of ADW. In general, the Members anticipate that this will be accomplished by specially allocating items of income, gain, loss, and deduction among Members so that the net amount of the Special Allocations and such special allocations to each such Member is zero. However, the Manager shall have discretion to accomplish this result in any reasonable manner. In the event that in any year a Special Allocation alters the allocation of tax items to the Members, to the extent possible, depreciation deductions shall nevertheless be allocated 51% to LESCO Holdings, LLC and 49% to Arts District Development, LLC.

(j) The Members agree that the Members' Interest in ADW profits for purposes of determining such Members' shares of the excess nonrecourse liabilities of ADW under Treasury Regulation § 1.752-3(a)(3) shall be 51% to LESCO Holdings, LLC and 49% to Arts District Development, LLC.

(k) Except as otherwise provided in this Agreement, for tax purposes all ADW Items shall be allocated to the Members in the same manner as Profits and Losses.

Section 5.05 Section 704(c) Allocations

Income, gains, losses and deductions, as determined for income tax purposes, with respect to any ADW Asset contributed by a Member to the capital of ADW shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such ADW Assets to ADW for federal income tax purposes and its initial Gross Asset Value in accordance with I.R.C. Section 704(c) and the Regulations thereunder.

Section 5.06 Miscellaneous Allocations

(a) If any ADW expenditure treated as a deduction on its federal income tax return is disallowed as a deduction and treated as a distribution pursuant to Section 731(a) of the Code, there shall be a special allocation of gross income to the Member deemed to have received such distribution equal to the amount of such distribution.

(b) Except as otherwise provided in this Article V, Profits, Losses, gain and other tax items allocated to the Members shall be allocated among the Members (or the Manager) in accordance with their relative Interests in ADW.

(c) Except as otherwise set forth in this Agreement, any elections or other decisions relating to allocations under this Article V shall be made by the Manager (in his reasonable discretion), with the review and concurrence of ADW's Accountants, in such manner as reasonably reflects the purpose and intention of this Agreement.

Article VI. ADW BORROWINGS

Section 6.01 Authorization to the Manager

Without otherwise limiting the right or authority of the Manager under this Article VI or Article VII hereof, the Manager is specifically authorized to execute on behalf of ADW all documents required by any Lender in connection with the construction, acquisition or financing of the Development on terms and conditions approved by all Members.

Section 6.02 Right to Mortgage

(a) ADW has obtained or will obtain, subject to the requirements of this Operating Agreement, financing for the Development from the Lender and will secure the same by execution and

delivery of the Mortgage. The Project Documents shall provide that no Person, including but not limited to, ADW, any party holding an Interest in ADW, or any of their Affiliates, shall have any personal liability for the payment of all or any part of such Mortgage Loan. Provided, however, LESCO and ADD, acknowledge an obligation to provide a guarantee to the Lender, First Interstate Bank.

(b) Subject to the requirements of this Operating Agreement, the Manager is specifically authorized to execute such documents as he deems necessary in connection with the acquisition, improvement, operation, leasing and financing of the Development, including, without limiting the generality of the foregoing, any document required by any Lender in connection therewith.

Section 6.03 Loans

All borrowings by ADW shall be subject to the terms of this Operating Agreement. To the extent borrowings are permitted, they may be made from any source, including any Member or an Affiliate thereof. All such loans will be non-recourse but must be approved by all Members. Capital Contributions of Members must be made in full prior to any draw or distribution or payment from or by any Lender in relation to the Development for construction or other purposes.

Article VII. POWERS AND OBLIGATIONS OF THE MANAGER

Section 7.01 Exercise of Management

(a) The overall management and control of the business, assets and affairs of ADW shall be vested in the Manager and, subject to the specific limitations and restrictions set forth in this Article VII, the Manager, in extension of and not in limitation of the powers given it by law, shall have full, exclusive and complete charge of the management of the business of ADW in accordance with its purposes stated in Section 1.05 and in accordance with all provisions of this Operating Agreement and the Binding Terms Sheet.

(b) Members reserve the right to remove and /or replace the Manager by written consent of all Members,

(c) The Members, with written consent of all Members, may elect to convert to a Member Managed limited liability company. In such an event, in acting as Manager of ADW, a Member shall

have the same powers, responsibilities and limitations of the Manager as set forth in this Operating Agreement.

Section 7.02 Powers

(a) Subject to Article VI and Section 7.03 and the other provisions of this Operating Agreement, the Manager shall have all authority, rights and powers generally conferred by law, and shall have all the authority, rights and powers which he deems necessary or appropriate to effect the purposes of ADW as set forth in this Operating Agreement, including, without limitation, the following:

- (i) To employ, contract and deal with, from time to time, any Persons, including any Member or Affiliate of a Member (subject to the requirements of Section 7.07), in connection with the management and operation of ADW business, on such terms as the Manager shall reasonably determine;
- (ii) To acquire, by purchase or otherwise, and deal with such personal property as may be necessary, convenient or incidental to the accomplishment of the purposes of ADW;
- (iii) To bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against ADW with written consent of all Members;
- (iv) To pay as an ADW expense any and all reasonable costs or expenses associated with the operation of ADW;
- (v) To deposit, withdraw, invest, pay, retain and distribute ADW's funds in a manner consistent with the provisions of this Agreement.
- (vi) With the written consent of all Members, to borrow money and issue evidence of indebtedness in furtherance of any or all of the purposes of ADW, and to secure the same by grant of security interests in assets of ADW.
- (vii) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the

purposes of ADW so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the laws of the State; and

(viii) To execute, acknowledge and deliver any and all instruments to effectuate the foregoing.

(b) In the event that a claim against ADW is made by the Service (a "Claim") upon audit, the Partnership Representative shall, within 30 days after receiving notice of such Claim, notify the Members of the Claim (such notice being referred to as a "Claim Notice"). The Partnership Representative shall promptly furnish to all Members a copy of each notice or other communication received from the Service.

The Partnership Representative shall not have the authority to do all or any of the following without written consent of all Members:

- (i) to enter into a settlement agreement with the Service concerning the adjustment or readjustment of any ADW items or which purports to bind Members
- (ii) to file a request for an administrative adjustment with the Service at any time or file a petition for judicial review with respect to ADW or the Development;
- (iii) to intervene in any action brought by any other Member for judicial review of a final judgment as contemplated in Section 6226(b) of the Code;
- (iv) to initiate or settle any judicial review or action concerning the amount or character of any ADW tax items; or
- (v) to enter into an agreement extending the period of limitations for assessing or computing any tax liability against ADW as contemplated in Section 6229(b)(1)(B) of the Code.

To the extent not covered by insurance, ADW shall indemnify the Partnership Representative from and against judgments, fines, amounts paid in settlement, and expenses (including attorneys' fees) reasonably incurred in any civil, criminal or investigative proceeding in which it is involved or threatened to be involved by reason of being the Partnership Representative, provided that the

Partnership Representative acted in good faith, within what is reasonably believed to be the scope of his authority and for a purpose which he reasonably believed to be in the best interest of ADW or the Members. The Partnership Representative shall not be indemnified under this provision against any liability to ADW or its Members to any greater extent than the indemnification allowed by Section 7.06 of this Agreement. The indemnification provided hereunder shall not be deemed to be exclusive of any other rights to which those indemnified may be entitled under any applicable statute, agreement, vote of the Members, or otherwise.

Section 7.03 Restrictions on Authority

(a) Notwithstanding any other provision of this Agreement, the Manager shall have no authority to do any of the following:

- (i) Do any act in violation of law or this Agreement; or
- (ii) Borrow from ADW or commingle ADW funds with the funds of any other Person.

(b) The Manager shall not have the authority to:

- (i) Sell, exchange, pledge, transfer or otherwise dispose (other than routine dispositions in the ordinary course of business for repairs and/or replacements) of all or any significant portion of the Project (including any land owned by ADW) or all or substantially all of the assets of ADW or any of the Members' Interests in ADW;
- (ii) Increase, decrease or modify the terms of or refinance or repay (other than in accordance with its scheduled term of amortization) any loan or Mortgage encumbering the Project;
- (iii) Admit an additional Member;
- (iv) Following the completion of the construction of the Project, construct any new capital improvement which substantially alters the Project or its use, except (A) replacements, repairs and remodeling in the ordinary course of business or under emergency conditions, (B) construction or rehabilitation paid for from insurance proceeds

or (C) any rehabilitation, repairs, remodeling or construction which is required by the Lender;

- (v) Acquire any real property in the name of ADW in addition to the Project (other than easements or similar rights necessary or convenient for the operation of the Project);
- (vi) Incur in the aggregate nonmortgage debt in excess of \$50,000 without the written consent of all Members which shall not be unreasonably withheld;
- (vii) Substantially change the nature of ADW's business;
- (viii) Voluntarily file a petition in bankruptcy on behalf of ADW;
- (ix) Dissolve or wind up ADW;
- (x) Consolidate, merge or enter into any form of consolidation with or into any other entity; or permit any entity to consolidate, merge or enter into any form of consolidation with or into ADW;
- (xi) Pledge or assign, other than to a Mortgage Lender with respect to the Development, any of ADW's rights with respect to all or any portion of the Capital Contributions of the Members; or
- (xii) Guaranty the indebtedness of any Person.

Section 7.04 Other Activities

The Manager shall be required to devote so much time as is necessary for the proper management of ADW business. The Manager may engage or possess an interest, independently or with others, in other businesses or ventures (including limited liability companies or limited partnerships) of every nature and description, including, without limitation, serving as managing member or manager of other limited liability companies and as a partner of other partnerships which own, either directly or indirectly or through interests in other companies or partnerships, projects similar to or that compete with the Development except such business may not compete with ADW in Teton County, Wyoming. Neither ADW nor any Member shall have any rights in or to such ventures or the income or profits

derived therefrom, and nothing shall be construed to render them members in any such business ventures.

Section 7.05 Liability to ADW and Manager

(a) Except as otherwise provided in this Agreement, the Manager shall not be liable, responsible or accountable in damages or otherwise to ADW for any acts performed in good faith and within the scope of authority of the Manager pursuant to this Agreement; provided, however, that the Manager shall be liable for acts and/or omissions to the extent attributable to the Manager's fraud, willful misconduct or gross negligence and for any material breach of fiduciary duty and/or breach of the Manager's representations, warranties or obligations under this Agreement.

(b) The Manager shall indemnify, defend and hold harmless ADW from and against any loss, liability, damage, cost or expense (including reasonable attorney's fees) to the extent that (i) the Manager's acts and/or omissions constituted fraud, willful misconduct or gross negligence, (ii) the Manager materially breached his fiduciary duty or any obligation under this Agreement and such breach had a material adverse effect on ADW, or (iii) the Manager breached any of the covenants set forth in Section 7.08 hereof, which breach had a material adverse effect on ADW. The indemnification rights contained in this Section 7.05 shall be limited to out-of-pocket loss or expense and shall not include indirect loss or expense such as foregone opportunity costs.

(c) The indemnification rights contained in this Section 7.05 shall be joint and several recourse obligations of the Managers (if more than one) and shall survive dissolution of ADW and withdrawal, removal, incompetence, bankruptcy or insolvency of a Manager and shall be cumulative of, and in addition to, any and all rights, remedies and recourses to which the Members shall be entitled whether pursuant to the provisions of this Agreement, at law or in equity.

(d) All rights of the Members to indemnification shall survive the dissolution of ADW and the insolvency, dissolution or bankruptcy of the Manager; provided, however, that a claim for indemnification hereunder must be made by or on behalf of the Person seeking such indemnification prior to the time distribution in liquidation of ADW assets is made pursuant to Section 1.06 and 5.03 hereof.

Section 7.06 Indemnification of Manager

(a) ADW shall indemnify, defend and hold harmless the Manager from and against any loss, liability, damage, cost or expense (including reasonable attorney's fees) arising out of or alleged to arise out of any demand, claims, suits, actions or proceedings against the Manager, in or as a result of or relating to his capacity, actions or omissions as Manager of ADW, or otherwise concerning the business or affairs of ADW; provided, however, that the acts or omissions of a Manager shall not be indemnified hereunder to the extent that the same resulted from gross negligence, fraud, willful misconduct, a breach of fiduciary duty or a breach of its obligations under this Agreement which has a material adverse effect on ADW. This indemnification shall be made solely from the assets of ADW, and no Member shall be personally liable therefor.

(b) The indemnification authorized by this Section 7.06 shall include, but not be limited to, payment for (i) reasonable attorney's fees or other expenses incurred in connection with settlement or in any finally adjudicated legal proceeding, and (ii) the removal of any liens affecting any property of the indemnitee. The indemnification rights contained in this Section 7.06 shall be limited to direct out-of-pocket loss or expense and shall not include indirect loss or expense such as administrative or overhead expenses of the Manager or foregoing opportunity costs. ADW shall not pay for any insurance covering liability of the Manager for actions or omissions for which indemnification is not permitted hereunder.

(c) The indemnification rights contained in this Section 7.06 shall be cumulative of, and in addition to, any and all rights, remedies and recourses to which the Manager (in his capacity as manager) shall be entitled, whether pursuant to the provisions of this Agreement, at law or in equity.

(d) All rights of the Manager to indemnification shall survive the dissolution of ADW and the death, retirement, incompetency, insolvency, dissolution or bankruptcy of the Manager; provided, however, that a claim for indemnification hereunder must be made by or on behalf of the Person seeking such indemnification prior to the time distribution in liquidation of ADW Assets is made pursuant to Sections 1.06 and 5.03 hereof.

(e) A Manager shall not be indemnified for breach by such Manager of the covenants set out in Section 7.08 and 7.09 hereof, and no funds shall be advanced or expended by ADW for defending against such a breach.

Section 7.07 Dealing with Affiliates

Except as otherwise provided in this Operating Agreement, the Manager may, with approval of all Members after full disclosure of relationships, in the name and on behalf of ADW, enter into agreements or contracts for performance of services for ADW as an independent contractor with the Manager or a Member or Affiliates thereof, and the Manager may obligate ADW to pay compensation for and on account of any such services; provided, however, such compensation and services shall be on terms comparable to those obtained from qualified third parties in an arm's-length transaction. In no event, however, may ADW at any time have any employees without consent of Members.

Section 7.08 Covenants Relating to the Project

The Manager shall have the following duties and obligations with respect to the Project and ADW, and covenants that:

(a) The Manager shall cause the completion of the Project substantially in accordance with the Plans, and all requirements necessary to obtain the required certificates of occupancy, or cause the same to be completed, in a good and workmanlike manner, free and clear of all mechanics', materialmen's or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, and shall cause all necessary certificates of occupancy for all condominium units in the Project to be obtained.

(b) While conducting the business of ADW, the Manager shall not act in any manner which he knows or should have known after due inquiry would (i) cause the termination of ADW for federal income tax purposes, (ii) cause ADW to be treated for federal income tax purposes as an association taxable as a corporation, or (iii) cause ADW to fail to qualify as a limited liability ADW under the Act. ADW will not (A) own or acquire any asset or property other than the Project and incidental personal property necessary for the ownership or operation of the Development or (B) engage in any business other than that set forth in Section 1.05;

(c) The Manager, while serving as Manager of ADW, shall exercise good faith in all activities relating to the conduct of the business of ADW, including the acquisition, operation and maintenance of the Project, and shall take no action in his capacity as Manager with respect to the

business and property of ADW which is not reasonably related to the achievement of the purpose of ADW;

(d) The Manager is responsible for arranging financing with respect to the Project with the knowledge and consent of the Members. Manager shall promptly take all action that may be necessary or appropriate for the proper development, maintenance and operation of the Project in accordance with the provisions of this Operating Agreement.

(e) The Project and all of (i) the fixtures, maintenance supplies, tools, equipment and the like now and to be owned by ADW or to be appurtenant to, or to be used in the operation of the Project as well as (ii) the rents, revenues and profits earned from the operation of the Project, will be free and clear of all security interests and encumbrances except for the Mortgage;

(f) The Manager will hire the Accountant with written consent of all Members and provide them with such information in his possession and sign such documents as are necessary for ADW to make timely, accurate and complete submissions of federal income tax returns.

(g) The Manager will use all reasonable efforts to cause the Project to be kept in compliance with all applicable zoning regulations, ordinances, and sub-divisional laws, rules and regulations;

(h) The Manager shall use all reasonable efforts to maintain the Project and the land upon which it is located so that there is no discharge, release, spillage, uncontrolled loss or seepage of any oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous wastes or hazardous substances (as such terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980) which causes a genuine risk to the health or safety of the residents or employees of residents of the Project . The Manager shall use all reasonable efforts to maintain the Project and the land upon which it is located so as not to violate the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substance Control Act, Safe Drinking Water Control Act, Comprehensive Environmental Response, Compensation and Liability Act and Occupational Safety and Health Act and other federal, state, and local laws governing hazardous substances. The foregoing indemnification shall be a recourse obligation of the Manager, and shall survive the dissolution of ADW, with respect to violations which occurred prior to the death, retirement,

incompetency, insolvency, bankruptcy, or withdrawal of the Manager against whom the indemnification provided in this paragraph is sought to be enforced.

(i) The Manager shall establish and maintain reasonable reserves to provide for working capital needs, debts, improvements, replacements, and any other contingencies of ADW and shall provide written statements to Members, not less than quarterly, itemizing the amount held in reserves and a list of all Persons with claims and the amount of each claim.

(j) The Manager shall cause ADW to maintain in full force and effect with reputable licensed insurers (each insurer must have a Standard & Poor's rating of "A" or better or a rating from A.M. Best Co. of A-V or better), such insurance policies, including fire and extended coverage insurance, as may be required by any Lender; provided that in all events, ADW shall obtain and maintain in favor of ADW, and the Lender as named insureds as their interests appear: (i) fire and extended coverage insurance in an amount equal to at least the full replacement cost of the Development, and with not more than \$10,000 deductible from the loss payable for any casualty; (ii) single limit comprehensive general liability insurance (including coverage for elevators, if any, in the Development) on an "occurrence basis" against claims for personal injury in an amount of at least \$2,000,000 coverage for any single occurrence and \$4,000,000 aggregate coverage for any single year; (iii) business interruption insurance and/or rental loss insurance commencing on or before the date of Construction Completion and adjusted annually thereafter in an amount equal to the greater of (a) rental income for the prior 12 months or (b) the amount of such insurance required by the Lender; and (iv) worker's compensation insurance in an amount not less than the statutory minimum. Title to the Development shall be insured at all times by a reputable title insurance ADW in an amount equal to at least the sum of the then outstanding debt secured by the Development. If required by Lender. All required insurance will be and shall be in effect and will be kept in full force and effect during ADW's ownership of the Project and each policy will include a provision requiring the insurance company to notify the Members in writing 30 days (10 days for cancellation due to nonpayment of premium) prior to the cancellation of any such policy. The Manager shall deliver to the Members evidence that all insurance required hereunder has been obtained, continued or replaced with a policy meeting the conditions of this Agreement on or before 15 calendar days prior to any expiration or cancellation of a policy.

Section 7.09 Construction of the Project

Prior to Construction Completion, the Manager shall have the following duties and obligations with respect to the Project:

(a) The Manager shall provide, at ADW's expense, all manner of materials, labor, implements and cartage of every description for the proper and complete construction of the Development. In addition, ADW shall take all necessary steps to assure that construction and installation of the Development improvements shall begin within fourteen (14) calendar days of the date of this Operating Agreement, and in any event, within sixty (60) days following the date of issuance of the Building Permit in accordance with the FDP, and shall proceed continuously and diligently, and shall be completed in a timely manner in accordance with the Plans and the applicable construction documents.

(b) All labor and materials contracted for and in connection with construction of the Development shall be used and employed solely on the Development and in said construction, and only in substantial accordance with the Plans. The moneys disbursed to or for the account of ADW under this Agreement shall constitute a trust fund in the hands of ADW or other payee and shall be used solely by such payee for the payment of the Cost of Improvements and for no other purpose unless another use is specifically provided for in this Agreement or consented to by the Members and Lender.

(c) The Manager shall on behalf of ADW and at ADW's expense, promptly pay and discharge or cause to be paid and discharged, as and when due, any and all income taxes lawfully assessed and imposed upon ADW, and any and all lawful taxes including ad valorem taxes, levies, and assessments whatsoever upon ADW's properties and every part thereof, or upon the income or profits therefrom and all claims for labor, materials or supplies which, if unpaid, might be or become a lien or charge upon any of ADW's property; provide, however, that nothing herein contained shall be construed as prohibiting ADW from diligently contesting in good faith by appropriate proceedings the validity of any such taxes, rates, levies or assessments, provided ADW has established adequate reserves therefor in conformity with generally accepted accounting principles consistently applied on the books of ADW.

(d) The Manager shall, at ADW's expense, cause the construction and equipping of the Project to be performed in a timely and good and workmanlike manner in accordance with the

construction schedule approved by the Members and to be prosecuted with diligence and continuity and, in all respects, in substantial accordance with the approved Plans and otherwise in accordance with this Operating Agreement, and in compliance with all Laws.

(e) The Manager agrees to use all commercially reasonable means to cause Lender to apply all insurance proceeds resulting from casualty or damage of the Project ("Casualty") and all payments or awards resulting from a taking, for any public or quasi-public purpose, by any lawful power of authority by exercise of the power of condemnation or eminent domain ("Taking"), promptly toward the restoration, replacement or rebuilding of the Project, or any part thereof, as nearly as possible to its value, condition and operational character immediately prior to any such damage, destruction or Taking ("Restoration"), free and clear from any and all liens and claims.

(f) The Manager shall, at ADW's expense or through the Contractor, at all times during the construction of the Project maintain (i) "builder's all-risk coverage insurance, which, upon Construction Completion, ADW shall convert to "all-risk" coverage insurance against loss or damages as may now or hereafter be covered by a standard "all-risk" form of insurance policy, with claims to be settled on a replacement-cost basis. In addition, the Manager shall promptly deliver to the Members original certificates of insurance satisfactory to Members evidencing such insurance, together with the amount of the annual premium therefor, the name and address of the insurers and the name and telephone number of the individual insurance representative. Any changes in such insurance or insurers must be approved by the Members and evidenced by replacement certificates of insurance satisfactory to the Members. The Manager, upon request, shall promptly deliver to the members copies of all insurance policies and other insurance information, as required in this Agreement.

(g) ADW shall not accept or permit materials to be stored on the real property upon which the Project is being constructed if such materials are not intended to be used in connection with the Project. No Capital Contributions will be made or funds advanced for materials stored at the Project unless the Manager furnishes satisfactory evidence, as determined by the Members in their sole discretion; that such materials are properly stored and secured at the Project and subject to such terms and conditions as the Members may determine, which may include proof of sufficient insurance against risk of loss for full replacement cost with a standard loss payee endorsement. The Members may impose limitations of the aggregate cost of materials stored at the Project. All stored materials must be

incorporated into the Project within thirty (30) days of the request for funding regarding such materials, and the Members may impose such additional conditions and requirements as they deem appropriate in their sole discretion. In the event any materials stored at the Project are stolen, lost or in any other manner misplaced, destroyed or rendered unusable prior to the making of a Capital Contribution with respect thereto, the Members shall not be obligated to make any Capital Contribution with respect thereto or on account of the cost of replacement thereof. Capital Contributions may be made for deposits placed with suppliers or for materials in fabrication or for costs incurred by ADW with respect to materials stored offsite of the Project in the sole discretion of the Members, and if such Capital Contributions are so permitted by the Members, they shall be made subject to such terms and conditions as the Members may require.

(h) The Manager shall disclose to the Members any event that would prevent payment or reduce the amount of the Capital Contribution to be paid when due under this Agreement and, as a condition to the payment of each Installment, the Manager shall furnish evidence satisfactory to the Members that the undisbursed proceeds of the Capital Contribution, plus the amount of the Mortgage Loan and any additional sums deposited by the Manager, less any deferred fees due to the Contractor, will be sufficient to pay the Costs of Improvements of the Development.

(i) The Manager shall furnish to the Members such other approvals, opinions, certificates, documents or agreements as the Members may reasonably request, in form and substance reasonably acceptable to the Members.

(j) The Manager agrees to provide notice to the Members of any change in the financial condition of the Manager which could have a material adverse effect on the ability of the Manager to satisfy his obligations under this Agreement.

(k) The Manager agrees to provide to the members contemporaneous copies of all monthly construction draw requests submitted to Lender along with copies of any exhibits thereto, including without limitation, any inspectors' reports.

(l) The Manager agrees that all change orders of a material amount that effect a change in the Plans or Budget must be approved in writing by Lender and the Members before ADW becomes committed to the same, provided that no change order shall increase the total Costs of Improvements

unless ADW has sufficient cash on deposit or available funds from the construction loan to pay for such increase without any requirement for additional capital contributions from Members . In addition, any proposed material increases in the Budget, or any material changes in the various categories thereof shall be submitted to and approved by Lender prior to the time that ADW shall become committed to making any such increases or changes. For purposes of this paragraph, a change in the Budget or a change order shall be deemed to be a material amount if the same in any single instance equals or exceeds Five Thousand Dollars (\$5,000), or if the change, together with all prior changes, aggregates a sum exceeding Fifty Thousand Dollars (\$50,000).

Article VIII. RIGHTS OF MEMBERS

Section 8.01 Ownership Dilution

The percentage ownership of each Member may not be diluted or reduced without the prior written consent of any Member whose share is proposed to be diluted or reduced except as provided for in Section 3.04 of this Operating Agreement.

Section 8.02 Encumbrance

No Member of ADW and no Member of LESCO or ADD, or any Affiliate of any of them, may directly or indirectly, pledge, hypothecate, assign or otherwise encumber their interest in ADW or its assets or their interest in ADD or in LESCO except as otherwise provided in this Operating Agreement.

Section 8.03 Transfer

No Member may sell, transfer or convey its interest in ADW to any Person for any reason, except in accordance with this Operating Agreement and the Binding Terms Sheet.

Section 8.04 Employment Contracts

The terms of any employment contracts of ADW must be approved by all Members before ADW enters into such contracts.

Section 8.05 Sale or Transfer of Units

The terms (including price) of the sale, transfer or other conveyance of any condominium unit in the Project must be approved by all Members prior to ADW entering into any binding contract for such sale, transfer or other conveyance. A Statement of Authority, signed by all Members, may be filed with

the Wyoming Secretary of State and filed in the land records of the Teton County Clerk. The Members agree and recognize that it may be prudent to lease units in the Project and this Agreement shall not be interpreted to preclude that option being taken by the Manager with approval of all Members, which shall not be unreasonably withheld.

Section 8.06 Listing Contract

The terms of any real estate listing agreements must be approved by all Members prior to ADW entering into such agreement, provided however Collin Vaughn shall be the listing agent. However, Collin Vaughn is not a third-party beneficiary to this Agreement. In the event that Collin Vaughn is no longer the listing agent, the Manager shall select a new agent with consent of all Members.

Section 8.07 Construction, Management, and Consulting Contracts

(a) The terms of construction or management contracts must be approved by all Members. In the event of impasse LESCO shall have the final approval taking due consideration for the positions and concerns of ADD. Provided, however, any such contracts with parties related in any way (personal or business) to LESCO Members or the Individuals (individual parties to the Binding Terms Sheet) must have actual agreement of ADD.

(b) The terms of any material/major consulting contracts must be approved by all Members prior to ADW entering into such contract. In the event of impasse LESCO shall have the final approval taking due consideration for the positions and concerns of ADD. Provided, however, any such contracts with parties related in any way (personal or business) to LESCO Members or the Individuals (individual parties to the Binding Terms Sheet), must have actual agreement of ADD.

Section 8.08 Participation in Major Decisions

John S. Varley Jr. as Managing Member of ADD and pursuant to Paragraph 3(a) of the Binding Term Sheet, will be consulted and participate in all major decisions of the Project.

Section 8.09 Miscellaneous Matters

Any matter covered by the Act which is not contradicted by the terms of this Operating Agreement (including, but not limited to, rights to obtain information about ADW by a Member after such Member has been dissociated) shall be governed by the terms of the Act.

Article IX. WITHDRAWAL OF A MEMBER

Section 9.01 Transfer and Withdrawal or Dissociation

No Member may voluntarily Withdraw or Dissociate from ADW without the consent of all other Members except as otherwise provided in this Operating Agreement and the Binding Terms Sheet. In the event of any Withdrawal or Dissociation by a Member in violation of this Section 9.01, such Member shall be subject to any and all legal remedies which may be pursued by the remaining Members.

Section 9.02 Right To Continue.

Upon the Withdrawal of a Member ADW shall not terminate. Any remaining Member shall have the right to elect to continue the business of ADW and shall, within 30 days, notify any other remaining members of such election.

Section 9.03 Additional Managers.

With written consent of all Members, the Manager shall have the right to designate one or more Persons as additional Managers.

Article X. BOOKS AND RECORDS; ACCOUNTING; TAX ELECTIONS, ETC.

Section 10.01 Books and Records

(a) ADW shall maintain all books and records which are required under the Act, the Code and Regulations, or by any governmental agencies having jurisdiction at the principal office of ADW including specifically a list of the names and addresses of all Members.

(b) ADW shall maintain such other books and records as the Manager deems advisable, or as reasonably requested by a Member, all of which shall be organized and available for examination by any Member, or its duly authorized representatives, at the principal office of ADW at any and all reasonable times. Such books and records must also be stored electronically with measures taken to provide adequate security protections and access to all Members and/or their duly authorized representatives.

Section 10.02 Bank Accounts

The bank accounts of ADW shall be maintained with First Interstate in Jackson, Wyoming, or where the Manager may determine with written consent of Members, unless otherwise required by the

first mortgage Lender. Provided, however all funds of ADW must be held in a financial institution with at least one branch in the state of Wyoming. Withdrawals, checks issued, and any and all other payments shall be made only in the regular course of ADW business and amounts above Ten Thousand Dollars (\$10,000.00) shall require approval by the Members prior to binding ADW to any such expenditures or payment. All deposits and other funds not needed in the operation of the business may be deposited in investments agreed to in writing by Members. Manager shall provide Members with usernames and passwords for online access (for viewing only) of all bank accounts at any and all financial institutions to facilitate access to in order to review all transactions (checks, deposits, withdrawals, credits, debits, transfers of any nature, fees, etc.).

Section 10.03 Accrual Basis

The books of ADW shall be kept on the accrual basis and the fiscal and tax year of ADW shall be the calendar year.

Section 10.04 Accountants

The Accountant shall prepare, for execution by the Manager, all tax returns of ADW and shall prepare all annual financial reports of ADW which shall be in such detail as the Members may reasonably require. The Manager shall provide copies of all tax returns and financial reports to the Members within ten (10) days of receipt.

Section 10.05 Federal Income Tax Elections

Subject to Article V, all elections made by ADW under the Code shall be made by the Manager, and the Manager shall provide notice to the Members of such elections. Notwithstanding any other notice requirements contained herein, furnishing copies of ADW Tax Returns shall constitute notice under this Section.

Article XI. REPAYMENT OF LESCO HOLDINGS, LLC

Section 11.01 Payments Prior to Opt Out

Prior to exercising its right to Opt Out, and pursuant to the Binding Terms Sheet, LESCO shall be liable for 51% of all pursuit costs expended to obtain a Building Permit for the Development, including specifically costs and expenses for the services of Harger Architects, Y2 Consultants, Wapiti

Corporation, Contractor, any of their subcontractors, and for fees paid to the Town of Jackson and the Wyoming Secretary of State.

Section 11.02 Payments to LESCO in the Event of Opt Out

(a) Payment to LESCO for LESCO's share of pursuit costs. If LESCO ceases to be a Member of ADW by reason of timely exercising its Opt Out and LESCO notified ADD of such cessation within the Opt Out Deadline, an accounting of expenses shall be made and ADD shall be liable to LESCO for expenditures made by LESCO for payment of its share of pursuit costs in furtherance of the Project as outlined above in Section 11.01. Provided however, this expressly excludes any design, engineering, and other associated costs undertaken by LESCO prior to its Opt Out Deadline in order to re-design the Development pursuant to achieving LESCO's design goals including those outlined in the Bullet Point List. Such debts shall be evidenced by a secured promissory note (secured by a Mortgage on the Property junior to the Lender's construction debt) payable in full within **five (5) years of execution of the note and mortgage. Interest shall accrue but not compound, as follows: 0% for year 1; 2% for year 2, 3% for year 3; 4% for year 4; and 5% for year 5.** Principal and interest shall be due immediately on sale or transfer of the Property to any unrelated third party.

(b) Payment to LESCO for ADD's share of pursuit costs. If LESCO ceases to be a Member of ADW by reason of timely exercising its Opt Out and LESCO notified ADD of such cessation within the Opt Out Deadline, an accounting of expenses shall be made and ADD shall be liable to LESCO for all expenditures made by LESCO for payment by LESCO to ADD for ADD's share of pursuit costs in furtherance of the Project. Provided however this expressly excludes any design, engineering, and other associated costs undertaken by LESCO prior to its Opt Out Deadline in order to re-design the Development pursuant to achieving LESCO's design goals including those outlined in the Bullet Point List. Such debts shall be evidenced by a secured promissory note (secured by a Mortgage on the Property junior to the Lender's construction debt) **payable in full within two (2) years of execution of the note and mortgage. The debt shall accrue interest at ten percent (10%) per annum simple interest, interest to accrue but not compound.** Principal and interest shall be due immediately on sale or transfer of the Property to any unrelated third party.

Article XII. MISCELLANEOUS

Section 12.01 Notice

(a) All notices, demand, request or other communications to be sent by one party to another party hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by depositing the same with Federal Express or another reputable private courier service for next business day deliver with a signature required or by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the intended addressee as listed below in subsection (d).

(b) Emails addresses listed below may be utilized to facilitate communication between and among ADW and its Members, Affiliates, and representatives. Provided, however, email is not sufficient for required notice pursuant to this Operating Agreement or the Binding Terms Sheet, except where otherwise provided in Section 12.04 *Meetings* or unless agreed to in writing by the Members.

(c) Mobile numbers are provided to facilitate communication, but text messages are not sufficient for any communication or notice required pursuant to this Operating Agreement or the Binding Terms Sheet.

(d) Unless otherwise notified in writing (and expressly in the manner set forth in this Section 12.02(a)), notices pursuant to this Operating Agreement and the Binding Terms Sheet shall be sent to:

If to Arts District West LLC:

Arts District West LLC
Stephen C. King, Manager
180 S. Cache Street, Jackson, WY 83001
PO Box 10483, Jackson, WY 83002

Further Contact Information: Email: stephen@veskco.com
Mobile: 307-699-2260

If to LESCO Holdings, LLC:

LESCO HOLDINGS LLC
Stephen C. King, Manager
C/O: HCD, LLC
30 East Simpson Street
P.O. Box 449, Jackson, WY 83001

Further Contact Information: Email: stephen@veskco.com
Mobile: 307-699-2260

WITH COPIES TO:

Larry Wireman	Email: lwireman@cariberesort.com
John M. Price	Email: jmprice@cariberesort.com
Frank Hess	Email: frank@hcdlawyers.com

If to Arts District Development, LLC:

Arts District Development LLC
John S. Varley Jr., Sole Member
P.O. Box 1569
25 E. Simpson Avenue
Jackson, Wyoming 83001

Further Contact Information: Email: jsv@jhdevelopment.net
Mobile: 307-413-7073

WITH COPIES TO:

Joseph F. Moore Jr:	Email: joemoore@jhlaw.com
Abigail S. Moore	Email: abigailmoore@jhlaw.com

(d) All notices, demands and requests shall be effective one (1) business day after being deposited with the private courier (with signature required) or three (3) business days after being deposited in the United States mail (postage prepaid, registered or certified mail, return receipt requested) as required above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. By giving to the other parties hereto at least fifteen (15) days' prior written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

Section 12.02 Amendments

This Agreement may not be amended, revised, waived, discharged, released or terminated orally but only by a written instrument or instruments executed by each of the parties hereto. Any alleged amendment, revision, waiver, discharge, release, or termination which is not so documented shall not be effective as to any party.

Section 12.03 Meetings

(a) Meetings of ADW may be called by the Manager for any matter for which the Members may vote as set forth in this Operating Agreement or to obtain provide or obtain information concerning ADW. A current list of names and addresses and emails of all Members shall be maintained as part of the books and records of ADW and shall be made available upon request to any Member. Upon receipt of a written request by a Member, delivered either in person, by registered mail, or by email and stating the purposes of the meeting, the Manager shall provide the Members, within three (3) days after receipt of such request, written notice of a meeting and the purpose of such meeting to be held on a date not less than five (5) nor more than ten (10) days after receipt of such request. Meetings shall be held at a time and place either within Teton County, Wyoming or such other location agreed to by all Members in writing. Telephone conference calls and/or video calls are expressly permissible with the requisite notice which may be provided by email.

(b) The Members and Manager hereby acknowledge that given the nature of the Project, that time is of the essence for any Meeting called for by the Manager or a Member. Manager and all Members shall endeavor to both facilitate holding Meetings and to provide all relevant and necessary information for any decisions to be called for at meetings in a timely fashion.

Section 12.04 Entire Agreement

This Operating Agreement and the Binding Terms Sheet constitute the entire agreement among the parties and supersede any prior agreements or understandings among them with respect to the subject matter hereof.

Section 12.05 Headings

All article and section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any article or section.

Section 12.06 Separability Provisions

If the operation of any provision of this Agreement would contravene the provisions of the Act or would result in the imposition of general liability on any Member, such provision only shall be void and ineffectual.

Section 12.07 Binding Agreement

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, except as otherwise provided herein.

Section 12.08 Counterparts

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto. Any counterpart of this Agreement, which as attached to it separate signature pages which together contain the signatures of all Members or is executed by an attorney-in-fact on behalf of one or all of the Members, shall for all purposes be deemed a fully executed instrument. This Agreement may be executed as facsimile originals and each copy of this Agreement bearing the facsimile transmitted signature of any party's authorized representative shall be deemed to be an original.

Section 12.09 Mediation

All disputes between or among ADW, its Manager, its Members, Individuals, or any and all Affiliates that are in any way related to ADW, the Project or the property of ADW must be submitted to mediation under Wyoming law prior to initiating any legal action.

Section 12.10 Venue

Venue and both subject matter and personal jurisdiction shall be in the courts of Wyoming for all disputes related in any way to the Project or ADW or property owned by ADW.

Section 12.11 Governing Law

Wyoming law, without regard to principles of conflicts of laws, shall apply to all contracts, agreements, and/or disputes between or among the Members, Manager, ADW, Individuals, and their Affiliates related in any way to the Project or ADW or the property owned by ADW.

Section 12.12 Waiver of Jury Trial

Each of the parties hereto hereby knowingly, voluntarily and intentionally, after opportunity for consultation with independent counsel, waives its right to trial by jury in any action or proceeding to enforce or defend any rights or obligations (i) under this Agreement, (ii) arising from the financial relationship between the parties existing in connection with this Agreement or any loan document or (iii) arising from any course of dealing, course of conduct, statement (verbal or written) or action of the parties in connection with such financial relationship or arising or related in any way to the Project or ADW. No party hereto will seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial has not been or cannot be waived.

Section 12.13 Legal Counsel and Accountants.

Each Member acknowledges that it has had the opportunity to consult with independent legal counsel as well as accountants and tax advisors regarding the provisions of this Agreement and the legal and tax ramifications of those provisions and this Agreement as a whole.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement on the day set forth opposite by their signatures below, to be effective on the day and year first above written.

SIGNATURES APPEAR ON NEXT PAGE

Arts District West LLC

By: Stephen C. King

Title: Manager
Arts District West LLC

DATE

LESCO Holdings, LLC

By: Stephen C. King

Title: Manager
LESCO Holdings, LLC

DATE

Arts District Development, LLC

By: John S. Varley Jr.

Title: Sole Member
Arts District Development LLC

DATE

EXHIBITS A to D

EXHIBIT A MANAGER CERTIFICATION

EXHIBIT B LEGAL DESCRIPTION

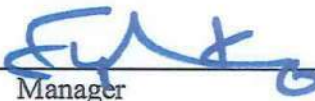
EXHIBIT C NAMES AND ADDRESSES OF MANAGER AND MEMBERS

EXHIBIT D FINANCIAL PROJECTIONS AND SCHEDULES

EXHIBIT E SPECIAL WARRANTY DEED

Arts District West LLC

By: Stephen C. King

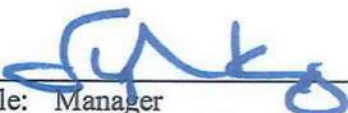


Title: Manager
Arts District West LLC

7-16-20
DATE

LESCO Holdings, LLC

By: Stephen C. King



Title: Manager
LESCO Holdings, LLC

7-16-20
DATE

Arts District Development, LLC

By: John S. Varley Jr.

Title: Sole Member
Arts District Development LLC

DATE

EXHIBITS A to D

EXHIBIT A MANAGER CERTIFICATION

EXHIBIT B LEGAL DESCRIPTION

EXHIBIT C NAMES AND ADDRESSES OF MANAGER AND MEMBERS

EXHIBIT D FINANCIAL PROJECTIONS AND SCHEDULES

EXHIBIT E SPECIAL WARRANTY DEED

Arts District West LLC

By: Stephen C. King

Title: Manager
Arts District West LLC

DATE

LESCO Holdings, LLC

By: Stephen C. King

Title: Manager
LESCO Holdings, LLC

DATE

Arts District Development, LLC

By: John S. Varley Jr.

John S. Varley Jr. ^{JSV}
Title: Sole Member *7/14/20*
Arts District Development LLC

DATE**EXHIBITS A to D**

- EXHIBIT A MANAGER CERTIFICATION
- EXHIBIT B LEGAL DESCRIPTION
- EXHIBIT C NAMES AND ADDRESSES OF MANAGER AND MEMBERS
- EXHIBIT D FINANCIAL PROJECTIONS AND SCHEDULES
- EXHIBIT E SPECIAL WARRANTY DEED

Signatory is the Manager of Arts District West LLC. (Capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Operating Agreement).

1. All of the representations and warranties contained in the Operating Agreement are true and correct in all material respects as of the date hereof.
2. No default and no event of default exist under the Operating Agreement.
3. Construction of the Project has been carried on with reasonable dispatch and has not been discontinued at any time in excess of that allowed under the Operating Agreement. Project has not been damaged by fire or other casualty, and no part of the property underlying the Condominium Building has been taken by eminent domain and no proceedings or negotiations therefor are pending or threatened.
4. Construction of the Project is complete in accordance with all applicable Laws and in good and workmanlike manner in accordance with the Plans, and there have been no changes in the Plans, except as approved by the Members or as authorized by the Operating Agreement. The unpaid portion of the Cost of the Improvements will not exceed the undisbursed portion of the proceeds of the Loan and the Capital Contributions.
5. All funds previously received from the Members as Capital Contributions under the Operating Agreement have been expended or are being held in trust for the sole purpose of paying Costs of Improvements, and no part of such funds have been used for any other purpose.
6. Nothing has occurred subsequent to the date of the Operating Agreement which has or may result in the creation of any lien, charge or encumbrance upon Project or any part thereof, or anything affixed thereto or used in connection therewith, which has or may substantially and adversely impair the ability of the Company to make all payments of principal and interest on the Mortgage Note or the ability of Manager to meet his obligations under the Operating Agreement.
7. The Cost of Improvements has not increased since the date of the Operating Agreement except as documented and approved by the Members in the course of the construction process and according to the Operating Agreement.
8. All required permits, certificates, licenses, and other governmental approvals required to commence, continue and complete the work described in the Plans have been obtained and are in full force and effect.

Stephen C. King
Manager, Arts District West LLC

EXHIBIT A

MANAGER CERTIFICATION

Lots 11 and 12 of Block 2 of the Second Wort Addition to the Town of Jackson according to the plat recorded as Plat No. 129 in the office of the County Clerk of Teton County Wyoming

Including and together with all improvements thereon, and all appurtenances and hereditaments thereunto belonging; subject to all covenants, conditions, restrictions, easements, reservations, encumbrances, taxes, rights and rights-of-way of sight and/or record, and subject to applicable zoning laws and restrictions; and

Further including all rights, obligations, and interest in that fully approved Master Plan as more fully described in the *Affidavit and Agreement between the Town of Jackson, Teton County, Wyoming and the Undersigned Applicant Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations* recorded in the land records of Teton County, Wyoming on December 3, 2002 at 12:21 p.m. as Document No. 0583871 at Book 480 pages 638-760, the *Affidavit and Agreement Relating to Extension and Amendment of a Planned Mixed Use Development Master Plan* recorded in the land records of Teton County, Wyoming on July 25, 2013 at 4:09 p.m. as Document No. 0841300 at Book 849 pages 640-645, the *Affidavit and Agreement Relating to the 1st Amendment of the Millward and Simpson Planned Mixed-Use Development Master Plan* recorded in the land records of Teton County, Wyoming on May 6, 2016 at 11:31 a.m. as Document No. 0903940 at Book 919 pages 406-451, and the approved Final Development Plan related thereto and including all rights, obligations, and interest under and to the Building Permit approved by the Town of Jackson, Wyoming and all the conditions and limitations set forth therein or related thereto.

PIDN: 22-41-16-33-1-08-004

EXHIBIT B

LEGAL DESCRIPTION OF "THE PROPERTY"

Arts District West LLC

A Wyoming Limited Liability Company

PO Box 10483 180 South Cache Street
Jackson, WY 83001 Jackson, WY 83002

Manager: **Stephen C. King**
Address: 174 Watercolor Way,
Suite 103, # 342
Santa Rosa Beach, FL 32459

MEMBER: **LESCO LLC**
A Wyoming Limited Liability Company
Address: 174 Watercolor Way,
Suite 103, # 342
Santa Rosa Beach, FL 32459

MEMBER: **Arts District Development LLC**
A Wyoming Limited Liability Company
Address: PO Box 1569 25 E. Simpson Ave.
Jackson, WY 83002 Jackson, WY 83001

EXHIBIT C

NAMES AND ADDRESSES OF MANAGER AND MEMBERS

175 S. Glenwood (Jackson Hole)
Preliminary Project Pro Forma

Page 1
Input Cells

DRAFT

	Retail	Employee Housing	Condos	17
# of Units	4	3	10	1,499
Avg Sq Ft	1,302	706	1,816	25,487
Total Saleable SF	5,208	2,119	18,160	
Sales Price psf	\$950	\$602	\$1,390	\$1,235.93
Avg price per unit	\$1,236,900	\$425,000	\$2,524,240	\$1,852,953

	rate	measure	per sf	per unit	Project Total
Sales Analysis:					
Gross Sales Price			\$ 1,235.93	\$ 1,852,953	\$ 31,500,200
less: Commission	5%	gross sales	(61.80)	(92,646)	(1,575,010)
less: Closing Costs	0.24%	gross sales	(2.97)	(4,447)	(75,600)
Net Sales Proceeds			1,171.17	1,755,858	29,849,590
Land Cost			(176.56)	(264,706)	(4,500,000)
Construction Loan Costs:					
General Contract (1)	5	(596)	(596.30)	(893,997)	(15,197,943)
Hard Cost Contingency	4.3%	construction	(25.56)	(38,314)	(651,343)
Total Construction Costs	(622)		(621.86)	(932,311)	(15,849,286)
Indirect Costs:					
Post bldg permit/pre-con activity			-	-	-
Demolition			-	-	-
Marketing, Renderings, Interior	0.32%	gross sales	(1.96)	(2,941)	(50,000)
Building Permit Fees		construction	(1.72)	(2,579)	(43,842)
Insurance - Builders Risk, Soft GL, etc.	0.80%	construction	(4.77)	(7,152)	(121,584)
Impact Fees		construction	(1.96)	(2,941.18)	(50,000)
Utility Taps			(0.81)	(1,209.71)	(20,565)
Architecture & Engineering			(25.51)	(38,253)	(650,300)
Civil Planning & Landscaping- Y2 Consultants			(3.92)	(5,882)	(100,000)
Development and Management	0.00%	construction	-	-	-
Furniture Fixtures and Equipment		allowance	(0.98)	(1,471)	(25,000)
Legal & Civil Condo Docs		allowance	(2.94)	(4,412)	(75,000)
Misc and Contingency - soft cost	10.00%	soft cost above	(4.46)	(6,684)	(113,628)
Real Estate Taxes		est appr value	(1.18)	(1,765)	(30,000)
Construction Loan Fees and Closing Costs	+/- .50%	est const loan	(2.82)	(4,222)	(71,771)
Construction Loan Interest	+/- 5.0%	loan outstanding	(15.69)	(23,529)	(400,000)
Total Indirect Costs			(68.73)	(103,041)	(1,751,691)
Total Costs			(867.15)	(1,300,057)	(22,100,976)
NET CASH FLOW			\$ 304.02	\$ 455,801	\$ 7,749,613

N/A
incl. above in constr costs

int rate, per FIS financing proposal:
1-mo. LIBOR + 3.50%

(1) Includes landscape, hardscape, parking and amenities.

Varley 49%	Profits Split:
LESCO 51%	3,796,820
	3,951,793

22,100,976	Sources of Funds	=	Uses of Funds	22,100,976
	comprised of		comprised of	
	Equity - Varley		Land Cost	4,500,000
	Equity - LESCO		Hard Costs	15,849,286
	Bank Debt		Indirect Costs	1,751,691

Return as a % of Gross Sales Price 24.60%
Return as a % of Total Cost 44.02%

Total Return on Investment #DIV/0! TBD based upon EMD structure
Internal Rate of Return - TBD per subsequent CASH FLOW model

6/25/2020

EXHIBIT D

FINANCIAL PROJECTIONS AND SCHEDULES

PROPOSED FORM OF DEED OF CONVEYANCE SPECIAL WARRANTY DEED

Arts District Development, LLC (Grantor)/Arts District West, LLC (Grantee)

ARTS DISTRICT DEVELOPMENT, LLC, a *Wyoming Limited Liability Company*, **GRANTOR**, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, hereby **CONVEYS AND WARRANTS** in the manner set forth below to **ARTS DISTRICT WEST, LLC**, a *Wyoming Limited Liability Company*, **GRANTEE**, any and all right, title, interest, and claim of Grantor in the following described 0.34 acres of real estate situated at and in 175 S. Glenwood Street, Jackson, County of Teton, State of Wyoming, hereby waiving and releasing any and all claims under and by virtue of the Homestead Exemption Laws of the State of Wyoming, to wit:

PIDN: 22-41-16-33-1-08-004

Lots 11 and 12 of Block 2 of the Second Wort Addition to the Town of Jackson according to the plat recorded as Plat No. 129 in the office of the County Clerk of Teton County Wyoming

Including and together with all improvements thereon, and all appurtenances and hereditaments thereunto belonging; subject to all covenants, conditions, restrictions, easements, reservations, encumbrances, taxes, rights and rights-of-way of sight and/or record, and subject to applicable zoning laws and restrictions; and

Further including all rights, obligations, and interest in that fully approved Master Plan as more fully described in the *Affidavit and Agreement between the Town of Jackson, Teton County, Wyoming and the Undersigned Applicant Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations* recorded in the land records of Teton County, Wyoming on December 3, 2002 at 12:21 p.m. as Document No. 0583871 at Book 480 pages 638-760, the *Affidavit and Agreement Relating to Extension and Amendment of a Planned Mixed Use Development Master Plan* recorded in the land records of Teton County, Wyoming on July 25, 2013 at 4:09 p.m. as Document No. 0841300 at Book 849 pages 640-645, the *Affidavit and Agreement Relating to the 1st Amendment of the Millward and Simpson Planned Mixed-Use Development Master Plan* recorded in

**EXHIBIT E
SPECIAL WARRANTY DEED (DRAFT)**

the land records of Teton County, Wyoming on May 6, 2016 at 11:31 a.m. as Document No. 0903940 at Book 919 pages 406-451, and the approved Final Development Plan related thereto and including all rights, obligations, and interest under and to the Building Permit approved by the Town of Jackson, Wyoming and all the conditions and limitations set forth therein or related thereto.

GRANTOR hereby specially warrants that the title to the aforesaid property is free from defects or encumbrances created or suffered by GRANTOR, and GRANTOR will defend against any such claims.

WITNESS my hand this _____ day of _____, 2020.

GRANTOR:

ARTS DISTRICT DEVELOPMENT, LLC, a
Wyoming limited liability company;

By: John S. Varley, Jr.
Its: Sole Member

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this _____ day of _____, 2020, before me personally appeared John S. Varley, Jr., to me personally known, who being by me duly sworn and upon oath represented himself as the Sole Member of Arts District Development, LLC a Wyoming Limited Liability Company (hereinafter ADD) and acknowledged that on behalf of ADD with full and proper authority he executed and acknowledged the foregoing Special Warranty Deed as the free act and deed of ADD. ADD has no company or corporate seal to affix hereto.

Witness my hand and official seal:

SEAL

Notary Public

My Commission Expires: _____

SPECIAL WARRANTY DEED

Arts District Development, LLC (Grantor)/Arts District West, LLC (Grantee)

ARTS DISTRICT WEST, LLC
a Wyoming Limited Liability Company
180 South Cache Street
P.O. Box 10483
Jackson, WY 83001

RESOLUTION
CONSENT AND AUTHORIZATION OF ALL MEMBERS

AND NOW, effective the 17th day of July 2020
the undersigned, fully authorized signatories for LESCO Holdings, LLC, a Wyoming Limited Liability Company (LESCO)) and Arts District Development, LLC, a Wyoming Limited Liability Company, (ADD) constituting all of the Members of ARTS DISTRICT WEST, LLC dba ADW, and pursuant to the Operating Agreement of ADW do by their signatures give the CONSENT AND AUTHORIZATION to Stephen C. King, as Manager of ADW to execute, on behalf of ADW, the following documents, contracts and/or agreements.

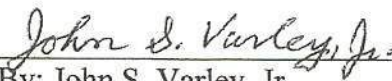
Name and Date of Document(s):

1. All documents related in any way to the contemplated loan transaction between ADW and First Interstate Bank.
2. All documents related in any way to the required Lenders Title Insurance for the loan transaction between ADW and First Interstate Bank.
3. All documents related in any way to the conveyance from ADD to ADW of the Property for the Project, including the Special Warranty Deed for recording in the land records of Teton County, Wyoming prior to recording the Mortgage for contemplated loan transaction between ADW and First Interstate Bank.

LESCO Holdings, LLC


By: Stephen C. King
It's Manager

Arts District Development, LLC


By: John S. Varley, Jr.
It's Sole Member

April 12, 2023

Delivery via email

Katelyn Page, Planner
PO Box 1687
Jackson, WY 83001
kpage@jacksonwy.gov
(307) 734-3493

RE: P23-019, Arts District West Condominium Addition to the Town of Jackson

Dear Katelyn,

We are in receipt of the technical surveyor review comments regarding the proposed Arts District West Condominium Addition to the Town of Jackson final plat. Our understanding is that, based on this review, staff have been encouraged to remove approval of the plat from the May 1st Town Council Agenda and delay it to May 15th. We respectfully request to keep the final plat review on the May 1st agenda based on several factors. Per previous discussion with your office, public notice of the review on May 1st has already been initiated and posted on site (see photos below). Continuance of the case may cause confusion for the public and adds unnecessary difficulty and expense for the Owner, who has already made travel arrangements to participate in the May 1st meeting.



Secondly, the majority of the comments provided in the surveyor review are generic duplications or are simple typographical corrections that are easily corrected in the time allotted prior to the Council meeting. There are no substantive issues that warrant delaying plat approval for an additional two weeks. Once all the duplications and generic formatting review comments have been eliminated, there

are very few outstanding items, all of which are easily corrected in plenty of time for another technical review and final documents production prior to the May 1st meeting. We are completing the corrections now and can resubmit the plat by the end of the day Thursday, April 13th.

We offer the responses below to address each comment and/or provide the correction that has already been made below. Again, you will note that most of the comments are simple drafting/formatting errors that are easily corrected.

Sheet 1

- Numerous documents listed in the WTE Ownership and Encumbrance report have not been incorporated into the Certificate of Owner as required.

There are numerous items listed in the WTE Ownership and Encumbrance report which will not be noted on the Certificate of Owner, including taxes and other such elements. When re-reviewed, two items from the O&E were found to be incompletely addressed. They have been added to the plat and the issue remediated.

- A complete Summary of Units including unit type and area in square must be shown.

Unit Summaries of each floor have been provided on their respective sheets. A copy has been placed on the cover sheet.

- The datum described in the Basis of Bearing note is incorrect, NAD88 does not exist.

This is a typographical error and has been corrected.

Sheet 2

- The map title on Sheets 2 through 8 does not match the map title on Sheet 1.

The content of the title block on all sheets is exactly the same. There is a minor formatting difference in the title between Sheet 2 and the remainder of the sheets, which has been revised.

- The building footprint shown in the boundary survey must be annotated including the area.

The building footprint has been corrected.

- The building footprint shown in the boundary survey must be tied to the boundary.

The footprint has been tied to the boundary in two places.

- The building footprint shown on the survey differs significantly from the building footprints shown on sheets 3 through 5.

The building footprint on sheet 2 has been corrected. It should be noted that the building footprint, the building envelope, and the building itself will differ at each level.

- The line type used to delineate the building footprint is not described in the legend.

The building footprint has been corrected in the boundary survey.

- A field visit to the site by this reviewer revealed that the monuments marking the boundary shown on this map are not in place, most likely having been destroyed in the course of construction. Replacement monuments are required to be placed and the map must be updated to reflect the changes.

Monuments have been reset and will be indicated on the plat.

- The project benchmark shown does not physically exist, a new monument must be set and an updated elevation shown.

Monuments have been reset and will be indicated on the plat.

- The GCE area within the project boundary and outside of the building footprint must be labeled and an area shown.

The building footprint has been corrected in the boundary survey and noted as GCE.

- A tie (bearing and distance) to a survey monument is shown, however, the monument identification description, ¼ corner? section corner? is not presented.

This has been removed from the plat.

- The survey tie from the SE corner of the project to a monument 209 feet south is confusing and the monument poorly described.

This monument and tie have been removed.

- At least two Teton County Control points within three miles of the project are required as described in the Teton County Digital Plat Submittal Requirements

Two ties will be shown on the plat.

- The monument shown as being located in the Simpson Ave ROW and described as a USC&GS benchmark is incorrect.

There is a break line shown on the plat. However, this is the same monument that was already cited in the comments and has been removed from the plat.

- The Certificate of Surveyor lacks any statement regarding when and under who's direction and supervision an actual survey was performed.

This will be cited per Wyoming state statute requirements.

- Subdivision Notes as required by WS 18-5-306 are not shown.

WS 18-5-306 contains many elements regarding the requirements of information on a Plat. To say that they "are not shown" and imply that none of the elements have been provided is incorrect. All relevant items have been provided based on our review and understanding of the statute. To briefly summarize and describe:

- ***WS 18-5-306(a)(i) – Compliance with zoning and land use regulations: Town of Jackson Land Development Regulations Section 8.5.4.D states that information subject to change via legislative action by Town Council (i.e. zoning districts, etc.) shall not be stated on Plats.***

- WS 18-5-306(a)(ii) – Survey plat with information including location, section, township range, north arrow, scale, and site information: **This information is provided and shown throughout the project set including the in title block, Vicinity Map, and summaries on each plat sheet.**
- WS 18-5-306(a)(iii) – Merchantable Title: **Is provided In the Certificate of Owner**
- WS 18-5-306(a)(iv) – Sewage System: **This information is provided in the notes on Sheet 1**
- WS 18-5-306(a)(v) – Utility Easements: **These are all noted in the Certificate of Owner**
- WS 18-5-306(a)(vi) – Water System: **This information is provided in the notes on Sheet 1**
- WS 18-5-306(a)(vii) – Adequate Access: **Access is as noted in the Certificate of Owner**
- WS 18-5-306(a)(viii) – Adequate Financial Resources: **The Town does not approve the plat until all infrastructure has been developed and installed. No bond or guarantee is being posted and thus no note is needed on the plat face.**
- WS 18-5-306(a)(ix) – Public notice: **Public notice has been initiated with the Town of Jackson and has already been posted on site.**
- WS 18-5-306(a)(x) – Other information as required: **No other information has been noted for requirement to our knowledge.**
- WS 18-5-306(a)(xi) – Water Rights: **Information regarding water is noted in the Certificate of Surveyor**
- WS 18-5-306(a)(xii) – Requirements of CC&Rs: **Notice of CC&Rs to be recorded concurrently with this Plat are noted in the Certificate of Owner**

- The numerical units (square feet?) of condominium area spaces are not identified.

The units of square feet will be added to the Area Tables on each respective sheet as they occur.

Sheets 3-5

- The building footprints shown on sheets 3 through 5 differ significantly from the building footprint shown the survey sheet 2.

Building footprint of sheet 2 has been revised. This building is irregularly shaped and changes from level to level.

- The building footprint must be annotated and tied to the property boundary.

This is a duplicate comment and as stated above, the footprint will be tied to the boundary in two places.

- The cross-section grid lines should not be drawn passing through the building plan view.

Cross section lines have been removed from plan views.

- The cross-section grid lines must be labeled and viewing direction indicated.

The arrows and section callouts have been moved to a new layer to improve printing appearance.

- The area within the project boundary but outside the building footprint should be labeled as GCE.

Additional areas where labels for GCE could be added will be reviewed and inserted as appropriate.

- All GCE and LCE areas must be labeled.

Additional areas where labels for GCE or LCE could be added will be reviewed and inserted as appropriate.

- The exterior building footprint should be dimensioned.

The exterior building footprint dimensions will be shown on Sheet 2. It is important to note that the envelope of the building, which is the largest perimeter of the building at any point, and was requested to be shown on all levels, will not be dimensioned at all levels.

- The building areas extending beyond the property line should be dimensioned and an area shown.

These areas are dimensioned, and areas shown in the Area tables referenced as LCE-E.

- The property boundary and exterior building footprint should be dimensioned in each plan view.

The property boundary will be dimensioned; however, it is important to note that the envelope of the building, which is the largest perimeter of the building at any point and was requested to be shown on all levels, will not be dimensioned.

- The dimensions of each unit, GCE area, and LCE area must be shown.

Unit dimensions have been provided at each level. LCE areas directly tied to a specific unit have been dimensioned in the provided tables. GCE and LCE elements which are not directly associated with a specific unit constitute the remainder of the property.

- Wall thicknesses must be shown.

Wall thicknesses between units are shown.

- Area of each unit, GCE area, and LCE area must be shown and reported in square feet.

Areas of GCE and LCE that are not owned directly by any one condominium owner are part of the overall area and exist as the remainder of all areas after the units are removed.

- Mechanical areas, stairways, storage, parking etc. should be labeled with type and use and Common Element designation.

The Common Element does not distinguish between hallways, staircases, or elevators. As such, those elements are labeled for general understanding only. Common elements for mechanical, parking and storage have been defined in the CCRs and paragraph 5 in the General Notes on Sheets 2-8 direct you to the CCRs for the definition of each element.

- The linework and hatching of LCEE areas are poorly drawn and annotated.

The Encroachment areas on the plat are difficult to define, as they exist in a very small space. However, they are shown on the plat and noted.

- All areas within the building should be clearly labeled as to designation type.

All areas will be re-checked for labeling.

Sheets 6-8

- The cross sections are not labeled on the plan view sheets.

The layer color has been revised to afford better printing.

- There are not enough cross sections to properly describe all the units and common areas adequately. There must be cross sections through each elevator and stairwell.

Elevator and Stairwell sections will be added.

- The assumed datum elevation notes are irrelevant, elevations should be reported in the project reference datum NAVD88.

The project basis of elevation is NAVD88 and will be stated as such.

- Every floor level/elevation should be labeled.

All elevations are labeled.

- The elevation label text is too small and will not scan.

Text size will be increased.

- ALL UNITS AND COMMON ELEMENT AREAS MUST BE DIMENSIONED

All units dimensioned. Common elements not owned directly by any one condominium owner are part of the overall area and exist as the remainder of all areas after the units are removed.

- Wall thicknesses must be dimensioned.

Wall thicknesses between units dimensioned.

- NOTES: The monument description reported as the base elevation conflicts with the description in the legend.

The project basis of elevation is NAVD88 and will be stated as such.

- Vertical dimensions for all units are completely lacking.

Vertical dimensions are provided in the sections. The vertical dimensions of sheet 6 do not appear to have printed and will be corrected.

- Based on the location of ceiling height changes shown in the plan views, not enough cross sections have been shown.

Most of the cross sections shown were provided by the architectural plans. Between the plan views and sections provided, the plat adequately shows a representation of the condo unit as constructed. Furthermore, Wyoming State Statutes does not have standards on the amount or quantity of cross-sections that need to be shown.

- The area within the project boundary but outside building footprint should be labeled as GCE.

All areas will be re-checked for labeling.



- Interior walls and floors must be clearly labeled as GCE.

All areas will be re-checked for labeling.

As stated above and shown in our responses to the review, many of the items identified are duplicative or typographical/formatting errors. The remainder are not time-consuming and do not warrant delaying the approval of the final plat. I respectfully request you allow the plat to move forward on the May 1st Town Council Agenda. We will ensure that all reviewer comments are addressed, and all final documents and the plat will be submitted and ready for approval in accordance with your stated deadlines.

Sincerely,

Y2 CONSULTANTS, LLC

A handwritten signature in black ink, appearing to read 'Dave Fehringer'.

Dave Fehringer
Survey Manager

dfehringer@y2consultants.com

A handwritten signature in purple ink, appearing to read 'Megan Nelms'.

Megan Nelms, AICP
Senior Planner

megan@y2consultants.com

STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Regular Town Council
Submitting Department:	Community Development	Presenter:	Tyler Sinclair/Paul Anthony
Agenda Item:	SUBJECT: ITEM P21-333: Request for a Land Development Regulation (LDR) Text Amendment to Section 6.1.4 Residential Uses and Section 6.1.5 Lodging Uses to amend definitions regarding occupancy limits	Public Comment:	Yes

Purpose & Policy Considerations.

All Text Amendments to the Town of Jackson Land Development Regulations (LDRs) require review and recommendation by the Planning Commission according to LDR Section 8.7.1. The Town Council makes the final decision on all LDR Text Amendments.

Requested Action.

As directed by the Town Council and Community Planning Director, the Town of Jackson Planning Department has drafted an LDR Text Amendment to do the following:

LDR Changes (summary):

1. Define a Short-term Rental use as a rental/occupancy of less than 30 days;
2. Define a long-term Residential as a rental/occupancy of 30 days or more;
3. Limit the number of Short-term Rentals to a maximum of 3 rentals per year in residential zones
4. Limit the total number of Short-term Rental days to 60 total rental days per year;
5. Exempt Short-term Rentals in residential zones from housing mitigation requirements;
6. Add Short-term Rental use as a Basic Use Permit and as an Accessory Use to residential zones;
7. Require notification to neighbors by applicant within 200 ft of Short-term Rental use;
8. Set effective date of STR ordinance for January 1, 2024 (thus all existing STR lease agreements through January 1, 2024, will not be affected by the new STR ordinance rules).

Non-LDR Changes or proposals (summary):

9. Develop public communications and ensure staff working with STR applicants know that Short-term Rentals in residential zones require a business license;
10. Add special (i.e., increased) application fee structure for Short-term Rentals in residential zones (modify Fee Resolution);
11. Repeal Municipal Code Chapter 5.60. The effect will be to eliminate the existing unique STR business license requirement, thus treating STRs in residential zones like any allowed Basic Use (including hotels/motels), which require only a BUP and annual business license for a sale tax collecting business.

Please see Exhibit A for complete red-line version of proposed LDR amendments.

Recommendation.

The Community Development Director recommends **approval** of LDR Text Amendment P21-333.

Background.

A central feature of the Town's current short-term-rental rules is that homeowners in residential zones are allowed to rent their units for less than 31 days once per month (12 times per year) and that these rentals still qualify as a "residential" use. This flexibility has been allowed even though the definition of a residential use in the LDRs states that "no residential unit or portion of a residential unit may be rented such that occupancy is limited to less than 31 days. Short-term rental of less than 31 days shall be considered a lodging use..." Below is a quick history on how we got here.

- Pre-1994: Prior to 1994 the LDRs contained no reference to residential short-term rentals.
- 1994: Adoption of the community's first Comprehensive Plan and updated LDRs where the Town and County establish a Lodging Overlay that prohibits all lodging uses outside of the Lodging Overlay and Resort zone. Rental of a residential unit for less than 30 days defined as a separate, commercial use that is only allowed in these areas and in specific grandfathered developments. Enforcement was primarily complaint-driven until 2007.
- 2007: The Teton County Planning Director makes an informal interpretation that the rental of residential units outside the Lodging Overlay and Resort District for occupancy of less 30 days was allowed provided the contracted lease period was for at least 30 days. This interpretation— i.e., allowing one short-term rental every 30 days (one per month) — has been the Town's policy since.
- 2015: Town amends Municipal Code (not LDRs) to create new requirement for a short-term rental license for legal rentals inside of the Lodging Overlay.

Due to substantial confusion created by the 2007 interpretation and subsequent difficulty in enforcing that approach, the Council directed staff in 2021 to work on an amendment to the LDRs to clarify the rules for STRs in residential neighborhoods. In response, staff conducted extensive research into STR programs in Wyoming and around the country, but especially in peer resort communities with similar STR markets. Staff then met with the Planning Commission twice and the Council five times to present information and get feedback. At the last meeting with the Council on October 17, 2022, Council provided specific direction on the primary components they would like to see in a new STR program in residential zones in the Town. This proposed amendment incorporates that direction. This report will not repeat the background information provided in previous staff reports but this information is available to view upon request.

Proposed Text Amendment / Staff Analysis

LDR Changes:

1. *Define a Short-Term rental use as a rental/occupancy of less than 30 days;*
 - a. Staff Analysis: Staff recommends this change. Changing to 30 days from the current 31 days is consistent with state requirements for lodging tax purposes.
2. *Define a long-term Residential as a rental/occupancy of 30 days or more;*
 - a. Staff Analysis: Staff recommends this change. Changing to 30 days from the current 31 days is consistent with state requirements for lodging tax purposes.
3. *Limit the number of Short-term Rentals to a maximum of 3 rentals per year in the residential zones.*
 - a. Staff Analysis: Staff recommends 3 STRs per year. This will provide the best balance between allowing reasonable STR use for locals but also protecting neighbors from too much commercial STR use. Staff believes that 4 or more STRs will impose too much of a burden on the residential character that is still the primary intended character of our residential zones.

4. *Limit the total number of Short-term Rental days to 60 total rental days per year.*

- a. Staff Analysis: Staff recommends 60 total STR rental days per year. This will provide best balance between allowing reasonable STR use for locals but also protecting neighbors from too much commercial STR use. This number is based on allowing 3 STRs per year. Without this limitation, each property would have a total of 87 days of STR use (29 days * 3 allowed lease periods). While staff is not opposed to allowing the 87 days, we understood that Council wanted the opportunity to consider a shorter total rental period so 60 days is recommended.

5. *Exempt Short-term Rentals in residential zones from housing mitigation requirements.*

- a. Staff Analysis: Staff recommends that STRs in residential zones not be required to pay housing mitigation requirements per LDR Sec. 6.3. The reason is twofold: First, if a maximum of only 3 STRs is allowed per year, this would be far less of an impact on employee generation than a full STR that allows an unlimited number of STRs each year (e.g., 2 STRs per month would equal 24 STRs in one year). Second, applying the housing mitigation requirement to a residential STR would likely be cost prohibitive. For example, the housing mitigation fee for a 2,000 sf, 3-br house would be approximately \$70,000 under current rules (this amount could change again (increase/decrease) soon depending on outcome of Council's discussion on the updated Housing Nexus study this summer). This level of fee would likely exceed any profit gained from 3 STRs on most properties, making the program financially untenable for all but the most luxurious properties, which staff assumes is not the Council's intent.

6. *Add Short-term Rental use as a Basic Use Permit and as an Accessory Use to residential zones (NL-1, NL-2, NL-3, NL-4, NL-5, NM-1, NM-2, NH-1, OR, MHP, and R).*

- a. Staff Analysis: Staff recommends approval of this change. This change would make it clear that STRs in residential zones are intended as an "accessory" use and not as a principal use. The limit of 3 STRs per year and 60-day limit will ensure that the use remains an accessory use.

- i. Fees for BUP: Fees for BUPs are not located in the LDRs but in the Town's fee resolution (Res. 21-08). However, consistent with previous Council direction that the residential STR permit fees should be set to recover the full cost of staff resources needed to implement the new program and administer it annually, staff proposes the following residential STR fee structure:

1. Initial Application Fee: BUP cost is \$500 per bedroom. Thus, for 1-br unit; \$1,000 for 2-br unit; \$1,500 for 3-br unit; and \$2,000 for 4-br unit, and so on;
2. Annual Renewal Fee: \$500

The rationale behind the escalating fee structure for initial applications is that smaller houses require fewer staff resources from the Planning, Legal, Code Enforcement, Police, and Fire Departments to review, inspect, and enforce these permits than larger housing units. The above fees recoup the estimated costs of staff resources and provide the additional funds anticipated to be needed to purchase software to track and enforce the new STR program.

7. *Require applicant to notify neighbors within 200 ft of Short-term Rental use.*

- a. Staff Analysis: Staff recommends approval of this change. Staff finds that requiring the applicant to provide notice to neighbors, which would include the contact information of the STR owner/manager, will help to set neighborhood expectations and provide neighbors an option to register complaints about the operation of the STR.
8. *Set effective date of STR ordinance for January 1, 2024 (thus all existing STR lease agreements through January 1, 2024, will not be affected by the new STR ordinance rules).*
- a. Staff Analysis: Staff recommends approval of this change. This condition will allow existing STR contracts in residential zones to be honored through January 1, 2024. This will also provide a “grace period” for those operating under the existing STR interpretation to make adjustments and to plan for the impending implementation of the new STR rules, as well as provide staff much-needed time to get the program ready for implementation.

Non-LDR Changes or proposals:

1. Require that Short-term Rentals in residential zones to get a business license.
 - a. Operating a STR in a residential zone is considered a commercial enterprise and so requires approval of a business license like any other STR or business.
2. Repeal Municipal Code 5.60 that requires a special STR business license for STRs inside of the Lodging Overlay (LO): In 2015, the Town amended the Municipal Code (not LDRs) to require all STRs in the Lodging Overlay to get a special business license designed specifically for STRs. The intent was to require these STRs to display their individualized license number in all advertising for the unit so that the Town could more easily distinguish between these legal STRs and the illegal ones outside of the Lodging Overlay that had become a problem. However, largely because of the difficulty and confusion in enforcing the 2007 STR interpretation in residential areas, the licensing number of the legal STRs is of limited value. Furthermore, the new program now includes 200+ legal STRs and so consumes a significant amount of Planning staff’s time with little to no financial or regulatory return. Thus, our recommendation is to repeal this STR license requirement in Municipal Code Section 5.60. Doing so would not reduce any protections to the public or neighbors from STRs because each STR will still need to get a BUP from the Planning Department, a business license from the Finance Department, and undergo inspections by the Fire Department per the fire code. In short, the issue has never been STRs in the LO, the problem has been STRs outside of the LO in residential areas. Now, with this proposed amendment to better address the latter, there is no need to add additional process for STRs in the LO or treat them differently than any other allowed use (including hotels/motels) which require only a BUP and annual business license.
3. Update Town Fee Resolution (Res. 21-08) to include the new STR BUP fees (see above discussion on the fees for the STR program).

Planning Commission

The Planning Commission heard this item on March 1, 2023 and unanimously recommended approval with no conditions of approval. The Commission asked a variety of questions and provided helpful input and perspective on the proposed changes.

- 60 day limit: Some members asked about the purpose and function of the limit of 60 total days on STRs. Staff explained that the purpose would be to ensure that the three STRs remain an accessory use on the site and residential character is maintained. Staff would track this limit with information provided by the applicant, however, it could prove to be difficult to enforce.
- Annual renewal of BUP: Staff explained that the STR BUP would be required for each year and so annual renewal would be required and if a landowner failed to renew one year they would be required likely to apply as an “initial” BUP again and pay the higher fee.
- Business license: Staff clarified that landowners would be required to get a business license each year, in addition to the BUP, to legally operate the STR. The Finance Department would issue the business license.
- Neighbor notice process: There were some questions about how the neighbor notice process would work and staff clarified that the applicant (not the Town) would be required to send the notices and that staff would draft a template notice so that correct and consistent information is sent. The notice would include the contact information for the required 24/7 property manager. The Commission recommended that HOAs, if applicable, be notified as well.
- Three annual STRs: Staff was asked whether the three annual STRs would be on a rolling basis, calendar year, or some other basis. Staff responded that it would not be on a rolling basis (i.e., all STRs permits would need to be renewed on the same day but that that day is not determined yet. It could be January 1 (like business licenses) or perhaps it would be easier on all parties to do it on February 1 or even May after the winter season. The final calendar year is yet to be determined.
- Violations of permit: The Planning Commission asked whether there were penalties for noncompliance with the STR permit and suggested that there be a two-year penalty for noncompliance. The proposed changes do not currently include such a penalty, however, compliance with approved STR permits will be done according to the regular methods in the LDRs.
- Meet with STR rental companies: The Commission recommended that staff meet with local property management companies to ensure that they understand the changes and have ample opportunity to offer their practical input on how it might impact their business. See section below on Public Comment for more detail.
- Fire code and inspections: There was general discussion about how fire codes and inspections would apply to STRs in residential structures. While the Fire Department determines the level and frequency of inspections, it is staff’s understanding from speaking to Fire Chief Jellie that his department would like to inspect each STR unit on its initial approval and then might not need to inspect again for a couple or more years, using self-inspection checklists in the intervening years (something we do now). The inspection would likely be to confirm that STRs have basic residential-level safety equipment, such as smoke detectors, fire extinguishers, posted exit plans, etc.
- Master leases: A question was asked about whether master leases that allow sub-tenants to stay for less than 30 days (e.g., visiting nurses) would require a STR permit. Staff responded that such lease arrangements are not technically STRs because the master lease term is for 30 days or longer. However, we do acknowledge that these types of master leases seem like loophole of sorts to the short-term rental rules, at least from the perspective of a neighbor.

Public Comment

No written comment has been received by the Planning Department as part of this red-line amendment process. Previous comments have already been received and reviewed by the Town.

However, in response to the Planning Commission's recommendation for staff to meet with local property management companies involved in STRs, staff held a conference call on March 29, 2023, with representatives of the following companies: The Clear Creek Group; C & C Home Services; Abode Luxury Rentals; Outpost; and Rocky Mountain Rentals. Collectively, many of these companies have formed the Jackson Hole Lodging Association. Staff had a productive conversation and it appeared that most participants were in general support of the proposed changes with the one exception that some representatives stated that they would like to see four or five STRs per year instead of the proposed three. Some also expressed concern about and/or opposition to the 60-day limitation and preferred to allow each STR to be up to the 29-day maximum as allowed by the LDRs. More detailed written comments are attached to this staff report.

Comprehensive Plan & Priority Alignment.

Policy 3.2.c: Limit lodging to defined areas

Lodging and short-term rental use will continue to be limited to areas within a Lodging Overlay and existing Planned Resort in Town, and the existing County Planned Resorts and Planned Unit Developments where it is entitled. The potential for lodging and short-term rental development is important to the community's tourism economy, but it is not appropriate throughout the Town and County. Concentration of lodging locates short-term accommodations in areas where guests can access visitor-oriented amenities without a vehicle, while protecting the remainder of the community's residential, locally-oriented, and Rural Areas from expansion of tourist-related amenities.

Policy 4.2.e: Maintain lodging as a key component in the downtown

A key element of the 1994 Comprehensive Plan was the establishment of the Lodging Overlay District. The purpose of the overlay was to concentrate lodging into the downtown core, where guests can access tourist-orientated amenities without a vehicle. In addition, the overlay was intended to protect the remainder of the community from expansion and sprawl resulting from tourist and lodging amenities. The community continues to support the original intent of the overlay. Expanding on the goals of the 1994 Plan, this Plan supports the provision of a variety of year-round lodging types that encourage active management for nightly year-round occupancy.

Principle 4.3—Develop desirable residential neighborhoods

A primary goal of the community is to enhance the character and integrity of Complete Neighborhoods in the Town and County. Town residential neighborhoods will be defined as either "Stable" or "Transitional," Subareas based upon their existing and desired future character. An important goal is to maintain or reestablish a strong sense of ownership by all residents of their neighborhood. The specific designation for each neighborhood and the desired future character is defined in the Illustration of Our Vision chapter.

Staff Factors

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

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

Complies. One of the primary purposes of the LDRs is to implement the community's goals in the Comprehensive Plan for protecting community character in both our commercial and residential areas. The Town's zone districts, more particularly, are crafted to specify the amount, type, and location of development to best balance the community's goals for development and to create transparent and

enforceable regulations. The proposed amendment is consistent with this goal by clarifying the rules for Short-term Rentals that have been very confusing in residential neighborhoods.

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

Complies. The proposed LDR amendment will improve consistency and clarity between how STRs are regulated compared to all other uses. The current reliance on the 2007 STR interpretation has created much confusion among, staff, the public, and landowners. Addressing neighbor complaints has been a challenge because of the lack of transparency in how the STR program is supposed to work in residential areas. The proposed amendment seeks to address these deficiencies by providing a clear STR framework and process in which the roles of Town staff, neighbors, and landowners is much more clearly defined.

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

Complies. Staff finds that the proposed text amendment provides adequate flexibility for landowners to reasonably use their property for STR rental use in a way that also protects the residential character in our residential zones, including those in Stable subareas.

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

Complies. The proposed amendment is driven largely by the need to respond to a significant increase in demand for STRs and the rapidly changing online marketplace for booking STRs. Covid too has increased local demand for a wider variety of STR options throughout the year. Thus, current STR forces have overwhelmed our existing STR program and created the need for the proposed amendment.

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

Not Applicable per Wyoming State statute.

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

Complies. The proposed amendment will improve consistency between how STRs are regulated in the LDRs and in the Municipal Code. The current Municipal Code requirements create special rules for STRs inside of the Lodging Overlay that are different from all other allowed uses in the LDRs and so creates confusion. Adoption of the proposed LDRs amendments, coupled with the repeal of 5.60 in the Municipal Code, will significantly improve of the LDRs with other Town Ordinances.

FISCAL IMPACT:

The intent is to have new application fees for STRs offset the Town's cost of implementing and administering the new program long term. The fees should cover the cost of staff time and other resources in the Planning, Legal, Code Enforcement, Police and Fire Departments, thus the fiscal impact to the Town should be neutral. Staff recommends updating the Town's fee resolution consistent with the new fees.

STAFF IMPACT:

Staff has spent approximately 300 hours to complete research on this topic and prepare this staff report. If this amendment is adopted, staff time from all relevant Town Departments and the Fire Department is estimated to

be approximately 500 hours. This approximation recognizes the reality that it is difficult to predict with precision how many hours staff will spend on implementing a new program, including enforcement, inspections, and other unknown time requirements.

ATTACHMENTS OR LINKS

Planning Commission 3/1/23 Minutes

SUGGESTED MOTION

I move to **approve** text amendment P21-333 related to Short-term Rentals in residential zones, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as presented in this staff report dated May 1, 2023, and direct staff to prepare the required Ordinances for consideration at first reading at a future meeting.

EXHIBIT A: Proposed LDR Amendments for Short-term Rentals (P21-333)

1. Amend LDR Section 6.1.4.A.1 Definition as follows:

*Definition. A residential use is a living facility, certified under the International Residential or Building Code or by HUD, that includes permanent provision for **long-term permanent** living, sleeping, eating, cooking, and sanitation **and not for short-term transient lodging or short-term rental use**.*

2. Amend LDR Section 6.1.4.A.2. Standards [standards for Residential Uses] as follows:

*a. No residential unit or portion of a residential unit may be rented such that occupancy by the lessee is limited to less than **30 consecutive** ~~31~~ days **unless approved for Short-term Rental use**. Short-term rental of less than **30** ~~31~~ **consecutive** days shall be considered a lodging use subject to the standards of Sec. 6.1.5. A time-share condominium is considered a residential use as long as the ownership intervals are **more than 30** ~~31~~ **consecutive** days ~~or longer~~. Any ownership intervals of less duration shall be considered a lodging use.*

3. Amend LDR Section 6.1.5.A.1 [definition of Lodging Uses] as follows:

*1. Definition. A lodging use is a sleeping unit or residential unit, **or portion of a residential unit**, rented such that occupancy is limited to less than **30 consecutive** ~~31~~ days.*

4. Amend LDR Section 6.1.5.C.1 [definition of Short-term Rental Unit] as follows:

*1. Definition. Short-term rental means the rental of all or a portion of a residential unit such that occupancy is limited to less than **30 consecutive** ~~31~~ days.*

5. Amend LDR Section 6.1.5.C.2.a & b [standards for Short-term Rental Unit] as follows:

2. Standards

- a. No residential unit or portion of a residential unit may be rented so as to limit occupancy to less than **30 consecutive** ~~31~~ days unless permitted for short-term rental.

Example of prohibited Residential Use: The owner of a house located in a residential zoning district outside of the Lodging Overlay (e.g., NL-5), executes a lease for 30 days but restricts occupancy of the tenant to only 7 days. This arrangement, or any other similar lease arrangement, is not a residential use. It is a Short-term Rental use that requires a BUP permit per the LDRs.

- b. Developments that have been approved for short-term rental use of less than **30 consecutive** ~~31~~ days prior to November 9, 1994, will be allowed to continue such rental use in accordance with Div. 1.9. or in accordance with the PUD approval, whichever is applicable.
- c. A short-term rental unit shall be subject to the stricter of the two standards when residential and nonresidential standards ~~would~~ **both** apply.

EXAMPLE: A short-term rental unit is subject to lodging affordable workforce housing requirements rather than residential affordable workforce housing requirements. See also 6.3.5.C.1.a when changing use from residential to short-term rental

- d. Short-term Rental use in residential zone districts NL-1 to NL-5, NM-1, NM-2, NH-1, R, MHP, and OR zones is limited to a maximum of 3 separate rentals per calendar year for a maximum of 60 total rental days.
 - e. Short-term Rental use in the NL-1 to NL-5, NM-1, NM-2, NH-1, R, MHP, and OR zones shall require notification of neighbors, including any HOA governing the applicant's property, according to the requirements of Sec. 8.2.14.C.2. prior to approval of the BUP. Notice shall be done by applicant and shall contain the contact information, including phone number and email address, of person(s) designated to be responsible to address all questions and complaints on a 24-hour basis about the operation of the Short-term Rental.
 - f. A business license shall be approved either prior to or concurrent with issuance of BUP.
 - g. All BUPs for a Short-term Rental use expire on December 31 of each calendar year.
6. Add "Short-term Rental Unit" use as a Basic Use Permit (BUP) in each residential zone as an Accessory Use as shown below (NL-1 through NL-5, NM-1, NM-2, NH-1, OR, and R); NOTE: STR use would not be added to the following zones; CR-3, BP; TS-1; P; or P/SP which are located outside of the Lodging Overlay.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
Detached Single-Family Unit (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable excluding basement	2/DU	$0.000017(\text{sf}) + (\text{Exp}(-15.49 + 1.59 \cdot \ln(\text{sf}))) / 2.176$
Transportation/Infrastructure					
Utility Facility (6.1.10.C.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.1)	B	1 unit per lot	(E.1)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
Family Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required. B=Basic Use Permit (Sec. 8.4.2.). C=Conditional Use Permit (Sec. 8.4.3.)

Add: "Short-term Rental Unit" as BUP in each residential zone as an Accessory Use

7. Housing Mitigation: Staff recommends that STRs in residential zones be exempted from the housing mitigation requirements in Sec. 6.3.2.C (i.e., add a new 6.3.2.C.14).

C. Exemptions: The following are exempt from the standards of this Division.

14. Short-Term Rental use in the following residential zones: NL-1, NL-2, NL-3, NL-4, NL-5, NM-1, NM-2, NH-1, MHP, OR, and R.

**MINUTES
PLANNING AND ZONING COMMISSION
TOWN OF JACKSON, WYOMING
March 1, 2023**

The meeting of the Planning and Zoning Commission was called to order at 5:30 p.m. on 03/01/2023, via ZOOM and in Town Hall Chambers.

ROLL CALL:

 x Anne Schuler x Wendy Martinez, Katie Wilson, x Abby Petri, x Christie Schutt(arrived at 5:40pm)

 x Thomas Smits

STAFF: Paul Anthony

MATTERS FROM THE PUBLIC: None

APPROVAL OF February 15, 2023 MINUTES: A motion was made by: Petri & seconded by: Smits

Motion approved by a 4 to 0 vote

OLD BUSINESS: None

PLANNING COMMISSION

ITEM P23-015: 12455 S. River Bend Rd. – PUD Amendment (Teton County)- Continued to March 15, 2023 Planning Commission Meeting.

STAFF PRESENTATION:

QUESTIONS FOR STAFF:

APPLICANT PRESENTATION:

QUESTIONS FOR THE APPLICANT:

PUBLIC COMMENT:

COMMISSION DISCUSSION:

Motion: I move to **continue** P23-015 to the March 15, 2023 Planning Commission Meeting.

A motion was made by: Petri & seconded by: Martinez

Motion approved by a 4 to 0 vote

ITEM P21-333: Request for a Land Development Regulation (LDR) Text Amendment to Section 6.1.4 Residential Uses and Section 6.1.5 Lodging Uses to amend definitions regarding occupancy limits

STAFF PRESENTATION: Paul Anthony

QUESTIONS FOR STAFF: The number of days is limited to 60 and the number of times is 3 per year, so that could be 3 months in a row, or spread throughout the year. Previously, the 31 day lease but only occupied part of that time, the owner couldn't occupy the unit until the lease was up. Now that's not the situation.

Do BUP's need to be submitted every year? Should they get a BUP per rental, so up to 3 per year? Staff responded that the annual BUP would help to track and enforce the 3 rentals per year. The staff needed to review and enforce the BUPs would shift from the STR licenses currently in the lodging overlay, to processing these permits.

There was a question about how the Special Event permit might apply to STRs. Staff responded that Special Event licenses are issued by the Finance Department not the Planning Department and they are for events on public property.

A question was asked about the neighbor noticing process. Staff responded that neighbor notices would be required for each STR permit within 200' of the STR property. The notice would likely include basic but helpful information, such as the name and contact information for the manager/operator of the STR, dates of intended STRs if known, and contact information for making a complaint if necessary. Some Commissioners followed up by asking whether the notice could also include the number of occupants of the STRs and parking information. Staff responded that SRE occupancy limits would match the LDR rules and that adequate parking would be reviewed as part of the BUP application.

Would the 3 rentals be per calendar year? Or a rolling basis? Staff responded that the 3 rentals would be on an annual basis but that it might not necessarily be the calendar year (Jan. 1 Dec. 31). Due to staff needs and holiday complications, it might make sense to have the permit year run from February 1 or March 1.

Fee structure – this is outside of the lodging overlay. Staff shared the proposed fee structure with the Commission and responded that the fees would be higher for residential STR than commercial STRs because the amount of work to administer the program is anticipated to be much higher.

The Commission asked whether the STRs would pay lodging taxes. Staff responded in the affirmative, thus each STR will need a Wyoming state sales tax number and will be operating as a business and remitting lodging and sales tax.

Do licenses lapse if they don't renew? Do they need to pay the initial BUP fees if they don't renew on time? Staff responded with a general discussion on how permits might lapse if not renewed for a year or two by the applicant. While staff still needs to work this out, applicant will be required to reapply as a new applicant with the higher fees if they fail to renew their permit for a certain number of years.

Should those that violate the regulations and rent without a license be prevented from applying for a license for a certain amount of time? 2 years recommended.

Staff discussed the limitations on the Fire Code and requirements for residential vs. commercial units and how there are still some remaining questions on how the Fire Department plans to address inspections for residential STRs.

Some Commissioners noted that HOA's can restrict short-term rentals. They recommended that HOAs should be noticed too, since they would get neighbor complaints.

Suggested meeting with the management companies as they will handle the majority of the rentals.

Question on master leases – such as for the hospital and traveling nurses/doctors. Wouldn't this be a loophole for owners to just say they have a master lease? Staff responded that such master lease arrangements that allow short duration stays may, in fact, be a loophole to the STR occupancy rules and that it's something that can be looked at.

PUBLIC COMMENT: Chelsea Beets – Clear Creek Group, the property managers are willing to have discussions regarding the changes. They would love to see about 5 rentals per year vs 3.

COMMISSION DISCUSSION: Discussed notifications for neighbors on projected or actual rental dates, when will the notices happen, and how will the notices go out? Online, e-mail, mail?

Motion: I move to recommend **approval** to the Town Council of the proposed text amendment P21-333, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as presented in the March 1, 2023, staff report.

A motion was made by: Schutt & seconded by: Petri

Motion approved by a 5 to 0 vote

MATTERS FROM COMMISSION: Request changing the agenda to 8:00 pm when remaining items

on the agenda will be evaluated for continuing or moving to the next meeting.

MATTERS FROM STAFF: There will be interviews upcoming for the open Planning Commission seat. Additionally, there are terms that are ending soon.

Adjourn: A motion was made by: Martinez & seconded by: Schutt

Motion approved by a 5 to 0 vote at 7:20 pm.

STAFF REPORT



Meeting Date:	May 1, 2023	Meeting Title:	Regular
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	E23-0024: Lower Valley Energy 4000 S HWY 89 Sewer Connection Request	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider a new Town sewer collection and treatment services connection request for a new development.

Requested Action.

Staff requests Town Council consider the applicant's request for Town sewer collection and treatment services.

Recommendations.

Staff recommends approval of the applicant's request for Town sewer collection and treatment services subject to 1) the recommended conditions of approval, 2) that the recommended conditions of approval, are met with any permit or are set forth in a connection and use agreement that will be subject to Council consideration at a future meeting, and 3) any other agreements or process determined necessary to complete the request.

Background.

PURPOSE AND APPLICABILITY

The application presented is a request to the Town of Jackson to connect the proposed Lower Valley Energy ("LVE") Workforce Housing sewer systems to Town of Jackson Wastewater Treatment Plant via the existing Melody Ranch ISD sewer collection system and to establish the conditions for allowing the connections. The proposed development is located outside of the Town's corporate limits and within 500 feet of an existing contracted sewer service area (Melody Ranch ISD).

The request for service is the first step in a three-step Town process for all properties outside the Town boundaries and outside an existing contracted service area to connect to Town services. If Council approves the request, the second step is the execution of a connection and use agreement ("CUA") between the Applicant and Town, and the third step is permitting of the improvements and construction required to connect the Applicant's private systems to the Town's system. Staff notes that until such time that all three steps in the process have been completed there is no guarantee of connection to Town services. See the TOWN PROCESS FOR WATER AND SEWER SERVICE REQUESTS section below for more detail on the process.

EXISTING DEVELOPMENT

The request as presented is for properties owned by Lower Valley Energy (LVE) located at 4000 South Hwy 89 and the adjacent lot to the south. The parcels are identified as: PIDN 22-40-16-20-1-00-005 and PIDN 22-40-16-21-2-00-005. See the vicinity map below for further detail. Existing uses on the property are commercial and light industrial that support LVE operations and vacant land, respectively. Existing wastewater operations are currently handled by onsite wastewater disposal systems that dispose of treated sewage underground.

PROPOSED DEVELOPMENT

LVE is proposing to develop housing for its workforce in two phases of construction: Phase 1 will include 6 ARU dwellings with 2 bedrooms each, and Phase 2 will include 17 single dwelling residences with 3 bedrooms each.

At this time there is no plan proposed to connect the existing commercial and light industrial uses to the collection system.



Figure 1 Vicinity Map showing the parcels proposing to connect.

The on-site collection systems will likely be privately owned and the portion within the Melody ISD will be annexed into the Melody Ranch ISD pending Council Approval and negotiations between LVE and the Melody Ranch ISD. The on-site collection system and the conveyance system will not be owned, operated, or maintained by the Town.

The application contemplates potential future connections of properties within 500 feet of the proposed housing project.

Due to the high costs of establishing an ownership entity, designing, and permitting the collection and conveyance systems the Applicant is waiting until they have approval from the Town to provide services before taking on the next steps in designing, permitting, and constructing their systems.

The LVE system will connect to the Town through the Melody Ranch ISD sewer collection system. Agreements between the Town and Melody Ranch ISD and between LVE and Melody Ranch ISD are necessary to approve a connection to the Town's system.

TOWN PROCESS FOR SEWER SERVICE REQUESTS

For all developments that request connection to Town sewer services and are outside the Town corporate limits and outside existing contracted service areas, the Town applies the following process.

Step 1: Request for Service

A Miscellaneous Planning Application is filed by an applicant to request Town sewer service(s). Staff review of this application is used by Town Council to make an initial determination on whether to provide services or not. This initial step is based upon preliminary information provided by the applicant and includes staff identifying the conditions of approval that will be further defined in a CUA. The Applicant is currently proceeding through Step 1. If Council approves the requests for service, the Applicant will advance to Step 2.

Step 2: Connection and Use Agreements

Staff works with the Applicant to draft a CUA that includes the conditions of approval identified during Step 1 and other necessary contract or permitting terms. If approved by Council and the Applicant, the CUA will be executed and recorded with the Teton County Clerk.

Step 3: Permits to Construct

Prior to construction of any infrastructure connecting to the Town's systems, all fees must be paid and permits for the construction of said infrastructure must be issued by the Town. Any Step 1 conditions of approval not satisfied in Step 2 are to be addressed with the permitting. These items are typically technical in nature and reconciled with final design plans.

Analysis and Key Policy Questions.

SEWER COLLECTION AND TREATMENT

The Applicant's proposed private sewer collection system for the properties is a gravity collection system that flows to a private conveyance system owned by the Melody Ranch ISD. A new 8-inch sewer main is proposed to cross beneath South Highway 89, then through a proposed 30-foot wide easement through Teton County Lot 1 Sage Meadows where it will tie into an existing manhole in Melody Ranch. Sewage from the Applicant will be characteristic of residential wastewater. Sewage sampling may be required to establish the actual makeup. See Figure 2 below for more information.



Figure 2 Proposed Development plan and connection to Melody Ranch ISD

Sewer Line Infrastructure (Collection) Upgrade Needs

Because this area was not considered in the modeling during the recent Capacity Study, the Applicant will be responsible for modeling the impacts the connection would have on facilities downstream of the connection and paying for any and all necessary upgrades required by the connection. Should Council approve this request for sewer service, the Town will work with the Applicant to evaluate and determine any necessary improvements to the Town's sewer and treatment systems.

Wastewater Treatment Plant Overall Capacity

The Town's Wastewater Treatment Plant ("Plant") currently has capacity to accept the additional sewage from this development as presented in the application. While the addition of this development as a new contracted service area will not significantly reduce the amount of time remaining before treatment plant upgrades would be required, it will still reduce that amount of time.

WATER AND SEWER SYSTEMS EVALUATION REPORT (CAPACITY REPORT)

This proposed development was not included in the 2020-2021 Capacity Study and will have impacts on the system that were not considered.

CONSIDERATIONS

Staff has considered the following factors in recommending its approval:

A. New Development

Staff finds that the proposed connection is for new development and that no existing development is planned for connection to the proposed sewer system.

B. Expanded Service Area and Capacity Timeline

Staff finds that this request is from outside the Capacity Study area and will reduce the future capacity timeline for the treatment plant and other necessary upgrades. The potential service area could reduce the capacity timeline for the sewer treatment plant by less than a year based on current capacity modeling.

C. Zoning Consistent with Comprehensive Plan

Staff finds that the applicant has made the finding that the application is consistent with the desired future character described for the site in the Jackson/Teton County Comprehensive Plan as well as reducing the potential expansion of the Business Park Zone thus preventing an increase in commercial development.

D. Deed Restricted And/or Workforce Housing

As presented, staff finds that there are no existing deed restricted or workforce housing units included in the application service area, but rather it is presented that the development will remain in the ownership of Lower Valley Energy for use by their employees.

E. Potential For Reduced Environmental Impact

Staff finds that the proposed connection will eliminate a de-centralized point source for groundwater pollution by eliminating an on-site septic and underground injection system.

F. Geographical Location

Staff finds that the proposed project is generally located within or proximate to a developed area and existing sewer infrastructure is reasonably accessible and legal access is obtainable.

G. Costs To Upgrade and Impacted User Classes

Staff finds that the proposed connection costs of improvements and upgrades will be borne by the applicant and at no cost to the current rate payers. The new infrastructure will be designed, constructed, operated, and maintained by the applicant. Per condition 3 below the applicant may be required to test to determine wastewater composition and strength to determine whether an additional surcharge fee will be required in order to not impact other users.

CONDCTIONS OF APPROVAL

If this request for service is approved by Council at this initial step, staff recommends the following conditions of approval:

STANDARD CONDITIONS OF APPROVAL

- A. If approved by Town Council, the Connection and Use Agreement (CUA) for sewer services requires Town Council Approval.
- B. That a Connection and Use Agreement for Sewer Services be executed by the Town Council not more than one year from the date of the motion to approve the request for services.
- C. The infrastructure shall be designed, permitted, constructed, owned, operated, maintained, repaired, replaced, etc. by the Applicant at the Applicant's sole cost, unless otherwise established in the CUA.
- D. Applicant shall provide all the required exhibits for the Agreement. Exhibits shall be to scale on 8.5"X11" paper in black and white without aerial photographs, or as approved by the Town Engineer. Plan sheets should be scalable at 11"X17". Exhibits include but are not limited to: maps of the proposed service area, plans of the proposed infrastructure, lists of parcels with address and development information, etc.
- E. For existing lots, the Connection and Use Agreement(s) shall be recorded with the Teton County Clerk for each lot approved for connection. Applicant is responsible for all Teton County Clerk recording fees.
- F. Applicant is required to secure all easements and permissions necessary to complete the collection and conveyance systems.
- G. Applicant is responsible for any required pre-treatment (e.g., grease, odor, nitrates, ammonia, etc.) required to produce an acceptable sewage that does not negatively impact the Town's systems.
- H. Prior to construction of any main infrastructure connecting to the Town's systems, or private extensions thereto, permits for the construction of said infrastructure must be issued by the Town.
- I. The applicant will furnish and pay for an Engineer, and in some cases a Resident Project Representative, to represent Engineer at the site and assist Engineer in observing the progress and quality of the work prior to certification after completion.
- J. Prior to issuing permits for construction, applicant must post a financial assurance that complies with Town of Jackson Land Development Regulation 8.2.11 for 125% of the Town Engineer approved cost for the inspection, testing observation, and certification of the system by a licensed Wyoming Engineer.
- K. Prior to the Town Engineer's Final Inspection applicant must provide the Town Engineer record drawings, CAD, and/or GIS files to document "as-built" location and metadata of the improvements as required by the agreement.
- L. Applicant shall agree to annexation by the Town or waive their right to object to annexation as finalized in the Connection and Use Agreement.
- M. Town may hire a Town-selected qualified engineering consultant to review the proposed reports, modeling, plans, specifications, and the like to objectively determine whether each technical report or document is consistent with Town standards, Wyoming DEQ rules and Regulations, design principles and practices in use at the time of application, and/or modeling updates. Prior to execution of the Connection and Use Agreement, the scope and fee for such services will be determined and the applicant must bond for 125% of the fee and pay for all costs of said consultant.
- N. Town may hire a Town-selected qualified engineering consultant to monitor the installation of the improvements. Prior to the issuing of the permit to construct the improvements, the scope and fee for such services will be determined and the applicant must bond for 125% of the fee and pay for all costs of said consultant.

- O. This approval does not relieve the applicant from any duty to obtain any other permit or authorization that may be required by any provision of federal, state, or local codes and ordinances; nor does it permit violation of any section of federal, state, or local codes and ordinances.

REQUEST SPECIFIC CONDITIONS OF APPROVAL:

1. This approval is for: 6 ARU dwellings with 2 bedrooms each, and Phase 2 will include 17 single dwelling residences estimated at 3 bedrooms each; and does not authorize any further connections including to the developments themselves as finalized in the Connection and Use Agreement.
2. Applicant must be a single legal entity responsible for the design, permitting, construction, operation, and maintenance of the proposed on-site collection and conveyance systems that will be party to the Connection and Use Agreement.
3. Applicant may be required to provide samples of effluent tested for Total Suspended Solids and Biochemical Oxygen Demand such that the customer class can be determined for surcharge. Include testing for ammonia and nitrates as well.
4. Applicant will be responsible for all costs to provide technical studies and evaluations of the downstream impact on existing sewers, lift stations, and treatment facilities. This information shall include, but not be limited to, existing population, waste loads, and existing and future flows and capacity of downstream facilities.
5. Applicant shall be responsible for all costs to design, permit, and construct upgrades determined necessary within the Town's systems associated with services for the development. Including compensation for the services rendered by the Town.
6. The proposed collection and conveyance systems and appurtenances shall be designed to provide connectivity to adjacent properties and reduce the need for additional pumping facilities or connections. This includes, but is not limited to, conceptual design for extensions to adjacent properties as conceptualized by the Applicant or other development applications. The systems shall be designed to accommodate, or be scalable, to accommodate future connections from adjacent properties.
7. Wastewater volumes will be billed according to water use and the Town Municipal code. The water supply to the proposed development shall be master metered. When automatic readings by the Town are not possible the Applicant shall be responsible for reading the master meter and conveying that reading to the Town monthly and will be considered one customer; however, the Town retains the right to read the master meter at reasonable times. Billing for connections to the private system shall be the applicant's responsibility as finalized in the Connection and Use Agreement.
8. The applicant shall provide a "metering manhole" with a manufactured flume and configuration acceptable to the Town and in compliance with the flume at or near the point of connection to the Melody Ranch ISD system. This flume may be used by the Town, Applicant or ISD to verify wastewater volumes.
9. Applicant shall not deny any reasonable requests for connection to the system approved by the Town by adjacent properties for costs that recoup expenses for the systems but are not excessive or punitive.
10. The system must obtain a permit to construct from the Wyoming Department of Environmental Quality prior to issuance of any connection permit.
11. Applicant shall be responsible for obtaining all permits, licenses, easements, and agreements for the proposed facilities.
 - a. Including but not limited to: 1) the Town and Melody Ranch ISD executing a connection and use agreement and 2) LVE and Melody Ranch ISD executing an approved connection agreement.

Analysis & Key Policy Questions.

In recent months a neighboring property owner sought to connect to the Melody Ranch ISD wastewater system, and the ISD has become aware that other neighboring property owners may seek to do the same. The Town and the ISD have collaborated to formalize our wastewater service agreement in anticipation of these future connections. Staff finds that the request satisfies multiple findings of consideration as proposed and recommends approving the request.

Key Policy Question: *Does Council approve of staff's recommendation to approve the request to receive Town wastewater collection and treatment services through a Melody ISD connection?*

- ✓ Policy Consideration: Given the Town's initial 1995 commitment to accept and treat wastewater from Melody Ranch, and the likelihood of future requests of nearby properties to seek to connect to the sewer treatment plant via Melody Ranch, policy and practice counsel in favor of formalizing the relationship between the parties and, especially, setting up a routine, established process for requests to connect.

Possible Alternatives.

1. Approve the request to connect subject to conditions of approval, as presented.
2. Approve the request to connect subject to conditions of approval, as modified.
3. Deny the request for services.
4. Other.

Comprehensive Plan & Priority Alignment.

This project relates to the Town Comprehensive Plan Common Value #1- Ecosystem Stewardship. Staff has provided the following sections of the Comprehensive Plan for consideration along with this request.

Common Value #1 – Ecosystem Stewardship

- **Principle 1.2-** Preserve and enhance water and air quality
 - Policy 1.2.c: Monitor and maintain water quality – *calls for monitoring cumulative impacts on water quality and the effectiveness of mitigation efforts and strive to exceed State and Federal requirements for quality and monitoring to enhance water quality in the area.*

Fiscal Impact.

There is a one-time capacity fee that would be collected prior to connection that would be determined by the fees established in the Municipal Code at the time of permit issuance. The ongoing fiscal impact thereafter are the wastewater usage fees paid to the Town. The fee amounts are set forth in Title 13 of the Jackson Municipal Code. New capacity fees were approved by Council and became effective June 21, 2022. The current fees are under review increases to the fees will presented to Council for review and approval in 2023.

USER RATES

When a master meter property is connected to the Town system(s), the customer is charged a base rate and usage rate. These rates cover all costs to operate and maintain the system(s) and are charged monthly as a fixed fee (base rate) and based on the volumes of wastewater collected (usage rate). These are the charges customers see on their sewer bills.

Staff Impact.

Step 1: Staff time during Step 1 has been approximately 12 hours between Public Works, Planning, Legal and Administration staff.

Step 2: Drafting and Consideration of Connection and Use Agreements for Sewer Services will each have the following impacts.

- CUA Sewer Drafting: 4-8 Hours for each Administration, Legal, and Public Works, for a total of 12-24 hours.
- CUA Finalization and Staff Reports: 2-4 Hours for each Administration, Legal, and Public Works for a total of 6-12 hours.

Step 3: Connection Permits for a system can take 8-24 hours.

As estimated above, staff notes that these requests for service outside the corporate limits of the Town are time intensive, including significant time to review, draft, execute, and administer.

The impact to the Town of providing wastewater service to the Applicant at this time is minimal but contributes to the cumulative impact to Public Works staff who maintain the sewer systems, the Finance Department that handles the billing, and to the Wastewater Treatment Plant capacity as the Town continues to connect more customers both within and outside of Town limits.

When additional services are connected to the Town's sewer systems, there is a cumulative impact to the Town's operation and maintenance costs for the wastewater collection and treatment systems and reductions in the Town systems' remaining capacities.

Attachments or Links.

1. The Applicant's application and supporting documents.

Suggested Motion.

I move to:

1. Approve Lower Valley Energy's request for sewer collection and treatment services subject to the conditions of approval set forth in this staff report; and,
2. Direct staff to draft a Sewer Service Connection and Use Agreement and present the Agreement to Council for consideration at a future Council Meeting.



236 N. Washington • P.O. Box 188 • Afton, WY 83110 • 307-885-3175 • Fax: 307-885-5787

Lower Valley Energy – Sewer Connection Request

Prepared For: Lower Valley Energy
Workforce Housing Project
PIDN: 22-40-16-21-2-00-005 & 22-40-16-20-1-00-005

Prepared By: Jorgensen Associates, Inc.
JA Project No. 21135.10

Delivered To: Town of Jackson
C/O Brian Lenz, Town Engineer
PO Box 1687
450 W Snow King Avenue
Jackson Hole, WY 83001

Date: Tuesday, February 28, 2023

Dear Town of Jackson,

Lower Valley Energy (LVE) is requesting connection to the Town of Jackson Wastewater Treatment Plant via the existing Melody Ranch sewer collection system for their workforce housing development located south of the Lower Valley offices along South Highway 89.

The LVE Workforce Housing Project consists of 17 single-family lots within the main parcel and 6 Accessory Residential Units (ARUs) located on Lower Valley's equipment yard to the north. The site layout follows the Development Plan approved by the Teton County Board of Commissioners February 7th, 2023. It is anticipated that the single-family homes for the development will be 3 bedrooms, while the ARUs will have 2 bedrooms.

Based on the proximity to Melody Ranch ISD boundary and the level of treatment the Town of Jackson (TOJ) treatment plant provides, a connection to the TOJ plant via the Melody Ranch wastewater collection system is the best option for a development of this density. The Teton County Land Development Regulations require connection to a community sanitary sewer system if one is within 500 feet of the development and access is obtainable. This development is within 500' of Melody's ISD boundary. Connection to the Melody system is discussed here and illustrated in the accompanying drawing package.

The current design plan is to collect wastewater to a central location along the west boundary of the property. From there the wastewater will gravity flow under Highway 89 and through the Teton County Parcel to an existing manhole at the intersection of Sage Meadows Road and Palomino Drive. The proposed connection point for the development is an existing section of 8-in gravity sewer. From that point the wastewater will enter the existing Melody Ranch sewer collection system for transmission to the Town's treatment plant in southern South Park. This is shown in the drawings accompanying this request letter.

Jorgensen Associates met with County Engineer, Amy Ramage, on August 8th, 2022 to discuss a possible easement through the County Parcel in Sage Meadows. The discussion was positive on the potential easement, however, ultimately the easement will need to be voted on by the Teton County Board of County Commission-

ers (BCC) with a miscellaneous permit. Currently, LVE has completed an appraisal and preliminary easement agreement with Teton County. Once the TOJ connection agreement is finalized, the BCC will vote on the easement.

Proposed Project Timeline (subject to change)

- October 2022: Submit Request for Connect to Melody Ranch ISD for Sewer
- October 2022: Submit Development Application to Teton County
- March 2023: Submit Town of Jackson Sewer Connection Use Agreement
- May 2023: Wyoming DEQ Permit to Construct water and sewer submittal
- May 2023: Submit Grading and Erosion Control Permits to Teton County
- May 2023: Subdivision Plat
- Summer 2023: Construction of utilities

Conversations with the Town of Jackson Engineer have indicated that the following is the appropriate process for LVE's connection:

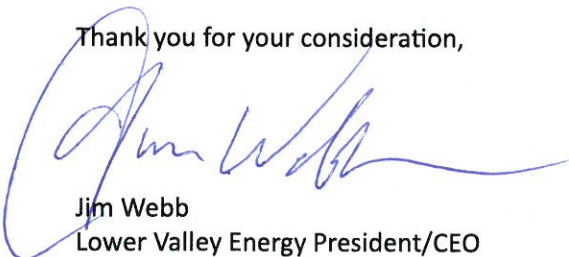
1. LVE makes their application to request service including the letter from Melody Ranch ISD (Planning Application – Other: Request for Sewer Service) submitted to Town Planning
2. Staff Review and present to council. (6-8 weeks minimum)
3. If council approves request for service, LVE can execute their Connectee Agreement once the Melody Ranch ISD CUA is executed.
4. LVE applies for a permit to connect with the Town's Sewer and Water Connections Permit for County Connections (SWP)

Enclosed you will find the necessary materials for the Town of Jackson Application for a Connection and Use Agreement for Water and Sewer Services:

- o Engineers Report
- o Schematic Plan of the Proposed Development
- o Wastewater flow calculations for proposed development and properties within 500' of the development.
- o Letter from Melody Ranch ISD Board

Jorgensen Associates is available to assist at every step of the TOJ approval process to cover this new development under the Melody Ranch ISD and Town of Jackson Connection Agreement including coordination, questions, and other items needed for the application to be successful.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "Jim Webb", is written over a large, light blue circular stamp or watermark.

Jim Webb
Lower Valley Energy President/CEO

Melody Ranch Improvement and Service District

c/o Grand Teton Property Management

P.O. Box 4337

Jackson, WY 83001

(307) 733-0205

March 8, 2023

Town of Jackson Planning Department

150 E. Pearl Avenue

P.O. Box 1687

Jackson, WY 83001

**Re: LVE Connection to Town of Jackson Wastewater Treatment System via
Melody Ranch Improvement and Service District Sewer Infrastructure**

To Whom It May Concern:

This letter is in response to a request from Lower Valley Energy (“LVE”) that the Melody Ranch Improvement and Service District (the “ISD”) provide confirmation to the Town of Jackson that the ISD is actively considering allowing LVE to connect to the Town of Jackson’s wastewater treatment system through the Melody ISD’s sewer infrastructure. It is the ISD’s understanding that this will require, at a minimum: approval granted to LVE by the Town; a new Connection Agreement between the ISD and the Town; and a Connection Agreement/Customer Agreement between LVE and the ISD.

Over the past several months, the Board of Directors of the Melody Ranch ISD has been engaged in ongoing, collaborative discussions with LVE regarding this sewer connection, and has been working with its legal counsel and engineer on the various issues required to move forward, including the above-referenced agreements. Please understand that in working through this process, the ISD Board must ensure that the requested connection does not cause unintended, negative consequences for the owners within the Melody ISD that the District is obligated to serve.

This letter shall serve as confirmation that the District Board is actively considering LVE’s request, and is continuing to work with LVE and the Town to allow the desired connection. Please do not hesitate to contact the Board if you have questions.

Sincerely,

/s/ Bob Hammond

Bob Hammond, President

Melody Ranch Improvement and Service District

Board of Directors

**ENGINEER'S REPORT
SUPPLEMENTAL INFORMATION TO THE
APPLICATION FOR CONNECTION TO
TOWN OF JACKSON SEWER SERVICES
SUBURBAN ZONE FOR LOWER VALLEY ENERGY'S
WORKFORCE HOUSING PROJECT**



Prepared For: Lower Valley Energy (LVE)
Workforce Housing Project
PID: 22-40-16-21-2-00-005 & 22-40-16-20-1-00-005

Prepared By: Jorgensen Associates, Inc.
JA Project No. 21135.10
October 2022

Lower Valley Energy is requesting the connection of their properties located along south Highway 89 to connect to Melody Ranch ISD sewer system to allow for the construction of workforce housing. The wastewater from the workforce housing will use the Melody Ranch sewer system to convey the wastewater to the Town of Jackson (TOJ) wastewater treatment plant (WWTP). The Lower Valley Energy (LVE) Workforce Housing Project consists of 17 single-family lots within the main parcel and 6 Accessory Residential Units (ARUs) located on Lower Valley's equipment yard to the north of the main parcel. The ARUs will be developed as a Townhouse Development all owned by LVE while the single family units will be separate lots sold to employees. The current project design is based upon the Conceptual Site Layout, prepared by Hershberger Design, dated June 3rd, 2022. This configuration by Hershberger Design follows the Sketch Plan approved by the Teton County Board of Commissioners May 24th, 2022.

Preliminary conversations with Melody Ranch ISD have indicated that if TOJ accepts the wastewater from the workforce housing development, the ISD will expand its district's boundaries to include the development. Prior to completing the development plan for the project, Melody ISD on behalf of LVE are applying for this request to connect. Once TOJ agrees to accept the wastewater and Melody expands their ISD boundary, all other permits will be finalized (DEQ, WyDOT, etc.).

Construction is intended to commence in the spring of 2023, pending development approvals. The project is a private development and will be constructed by Lower Valley Energy. Sanitary sewer utilities will likely be owned and operated by LVE, subject to final agreements.

The information below is provided as supplemental information to the Town Miscellaneous Planning application requesting the connection to Town wastewater facilities.

UTILITY CORRIDORS

Rights of Way within the development will be a minimum of 40' in width. These ROWs will be the main corridors carrying the water and sewer infrastructure. Town of Jackson and Melody Ranch ISD will be granted access during construction for inspections and will be alerted to any testing. These easements will also provide access to the site.

As the future of adjacent lands is determined, easements for connecting utilities will be created where applicable. These easements will be a minimum of 30 ft. wide. The easement sizes described here are



preliminary and as specific infrastructure is sited, these easements will be sized to functionally operate and maintain the facilities.

WASTEWATER SYSTEM

Based on the proximity to the TOJ treatment plant and the level of treatment the plant provides, a connection to the plant is the best option for a development of this density. The Teton County Land Development Regulations require connection to a community sanitary sewer system if one is within 500 feet of the development and access is obtainable. Connection to the Melody system is discussed here and depicted in the accompanying drawing package. The applicant believes a connection to the Town wastewater system is in the best interest of the community and water quality in the area.

Wastewater generation rates from this development were developed using 2018 Wyoming DEQ values. Those values are detailed in the attached exhibit and summarized below. In addition to the projections for this development, projections for properties adjacent to this development were estimated and are included in the attachments.

23 Units	Average Day 4,990 gpd	Maximum Day 8,310 gpd
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Wastewater collection internal to the development is planned as a gravity collection system comprised of primarily 8" PVC pipe. Each lot will have a connection point to the gravity collection main with manholes spaced appropriately for the development. The wastewater collection system will be permitted through the Wyoming DEQ and the Town of Jackson. The initial plan is to collect wastewater to a central location along the west boundary of the property. From there the wastewater will gravity flow under Highway 89 and through the Teton County Exaction Parcel to an existing manhole within Melody Ranch at the intersection of Sage Meadows Road and Palomino Drive. The proposed connection point for the development ties to an existing pipe network of 8-in gravity sewer. From that point the wastewater will enter the existing Melody Ranch gravity sewer collection system for transmission to the Town's treatment plant in southern South Park. The proposed layout is included as part of the supplemental information.

WATER SYSTEM

Domestic water for the project will be supplied by an existing well located within the project area. The existing well is approximately 360 feet deep with a 6-in diameter casing. Based on observations made during drilling, Weber Drilling has estimated a flow of 100 gpm can be expected from the well. A pump test will be performed to define the production. Following test results, the permit for the well will be advanced and the well completed to public water supply well standards. A 10' x 10' well control building is proposed on the south end of the LVE equipment yard within the ARU Development.

The water distribution system for this development will be permitted through the Wyoming DEQ. The distribution system design consists of a network of primarily 6" pipe within the development to supply water for domestic use, landscape watering, and water supply for automatic sprinkler systems. The



network will limit dead end lines, provide isolation valves, and flushing hydrants at appropriate intervals and end points throughout the development. Separate water services will be constructed to each lot with curb stop shut-off valves to be located at the building envelope line for access by the operating entity. Depending upon cost and availability, water mains will be C-900 PVC or Class 350 DIP. Polyethylene (PE) pipe will be used for services in this development unless otherwise noted. Each residential water service in the subdivision will be metered. The following are the expected demand values:

23 Units	Average Day	7,000 gpd	Maximum Day	19,040 gpd	Peak Hour	79.3 gpm
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FIRE PROTECTION

The project is located within the Wildland Urban Interface. Structures within the development will be required to be built to Ignition Resistant 2 construction. Based on the Jackson Hole Fire EMS review of the project, the addition of NFPA 13D sprinklers to all structures allows a reduction in site fire protection regulations. With this addition of automatic sprinklers, the site fire protection will be limited to an independent 10,000 gallon water storage tank and dry hydrant configuration accessible within the development. Fire department access roads will not include turnarounds within the road assembly. A copy of the correspondence with JH Fire EMS is available upon request.

ADDITIONAL CONNECTION CONSIDERATIONS

Metering

Water meters will be installed in each housing unit. Individual meters will meet TOJ Metering requirements. A main water meter will be located within the well control building. The Melody ISD will follow the requirements laid out in the connection agreement negotiated with the Town of Jackson for water flow data.

Wastewater Strength

Wastewater from this development is expected to be typical residential strength. No commercial operations are planned for this development that would produce wastewater other than typical residential wastewater.

Additional Sewer Connections

At this time no additional connections are planned from adjacent properties. However, the properties to the north of Sage Meadow, owned by Robert Kilmain and 89 LLC, are also considering adding additional units and looking for connection to the TOJ wastewater treatment plant. Additionally, the United States Forest Service has had preliminary discussion with LVE for a future housing development on USFS lands adjacent to the LVE properties. As development plans progress for both adjacent properties the applicant will work to incorporate reasonable connection opportunities for those properties.



Based on the report provided by 89 LLC prepared by James Ramage PE and conversations with USFS representatives, the combined maximum daily flow for all three developments may be as much as 17,800 gpd. The projected peak wastewater flow for all developments is 38.7 gpm based on a peak factor of 3.

Permit Requirements

Permitting currently Identified for the design and construction of the sewer infrastructure for this development include the following permits in addition to TOJ Permitting.

- Teton County Development Permit
- Teton County Grading and Erosion Control Permit
- WYDOT Right Of Way Permit
- WyoDEQ Permit To Construct
- WyoDEQ SWPPP Large Construction Permit
- Easement/Miscellaneous Permit with Teton County

Soil Conditions

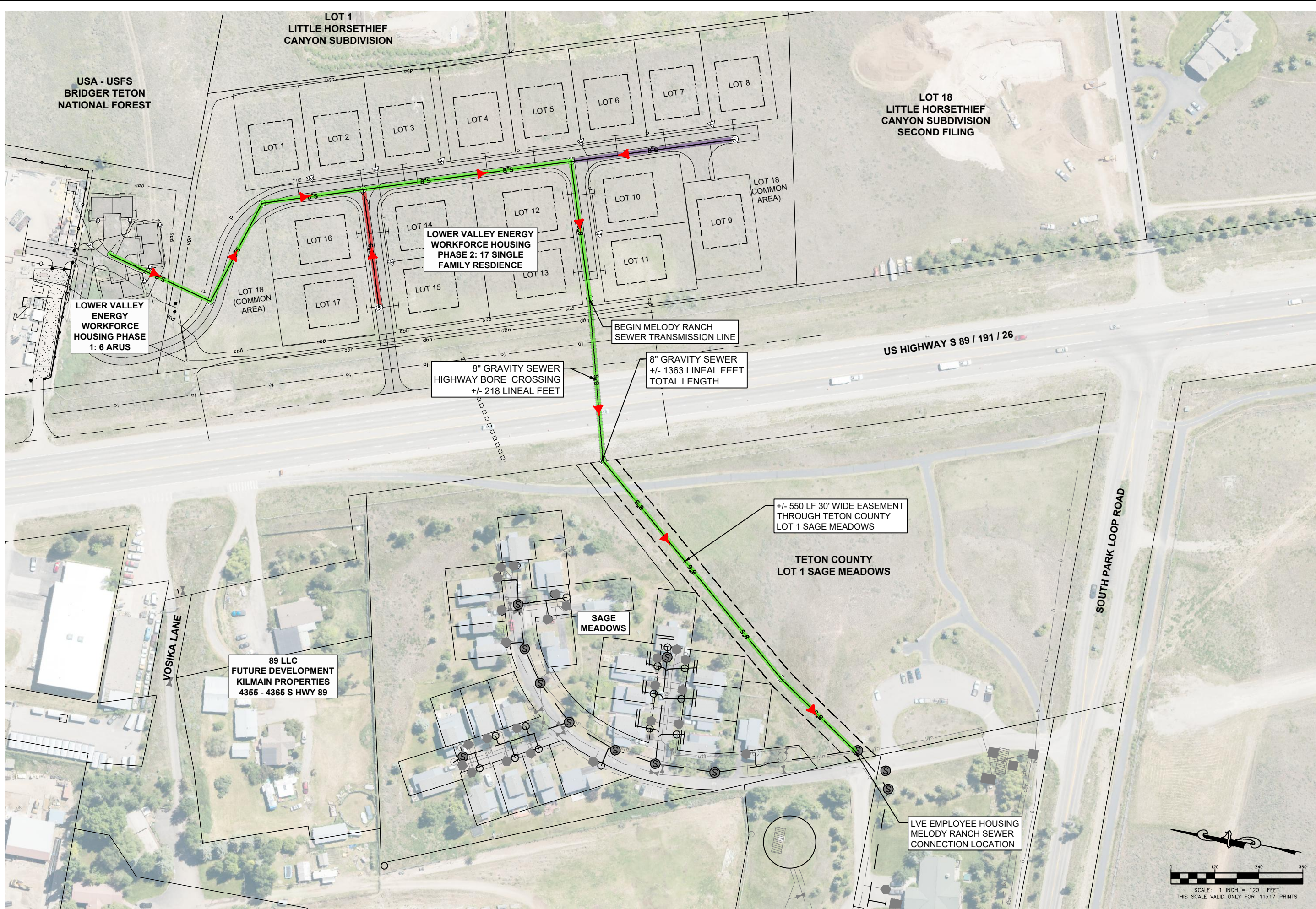
Excavation and drilling in this area have historically shown the underlying soils to be alluvial cobbles and gravels in a sandy/clay matrix. Clay lenses and pockets of other material have been encountered. Teton County describes the vegetation to be primarily sagebrush dry shrubland with areas of mixed herbaceous grassland and non-irrigated agricultural fields.

Cable and Natural Gas Utilities

Cable utilities and natural gas service will be provided to each lot of the development. Lower Valley Energy will provide electric power and natural gas service. Main feeders for both natural gas and electric power are available at the properties. At least one, if not all, of the three communications companies, Century Link, Spectrum, and Silver Star, will provide communication services to the development. Connection points for these cable utilities are all on the southern end of the LVE equipment yard. All cable utilities and gas infrastructure will be buried except the required surface equipment.

Natural Hazards

There are no known steep natural slopes (+30%), unstable soils, historic avalanche paths, fault areas, or floodplains, affecting this site.



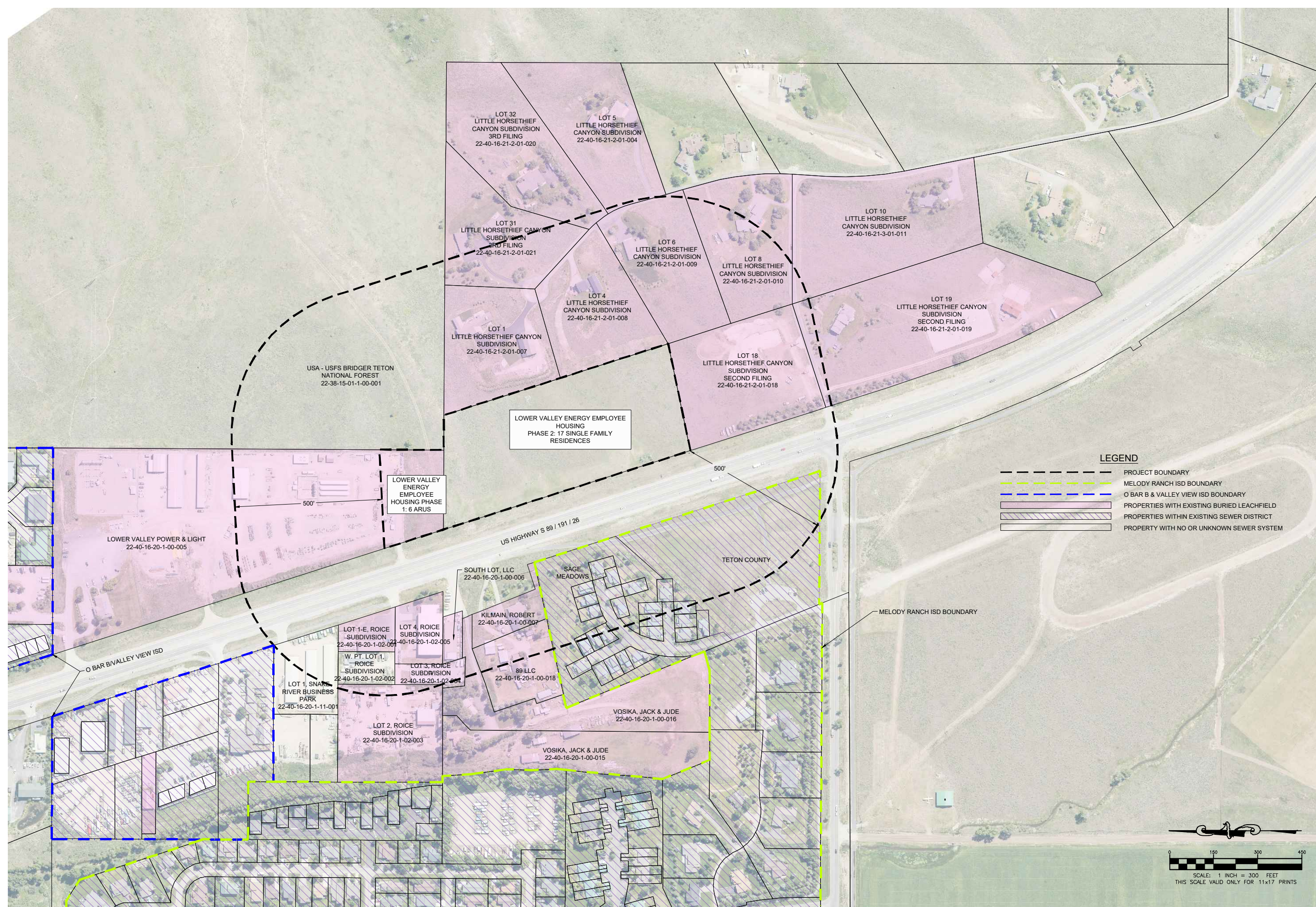


PROJECT TITLE:
LVE WORKFORCE HOUSING PROJECT
SANITARY SEWER EVALUATION
SOUTH HIGHWAY 89
TETON COUNTY, WYOMING

SHEET TITLE:
LVE SURROUNDING PROPERTIES EXHIBIT

DRAFTED BY:	JK
REVIEWED BY:	AJ
PLAN VERSION	DATE
SEWER EVALUATION	11/12/2005
CONNECTION COORD.	06/28/2005
TC COORDINATION	08/08/2005
MELODY PROPOSAL	10/05/2005

PROJECT NUMBER	21135
SHEET	C1.1





Wastewater Generation Projections Lower Valley Energy Employee Housing

JK/AJ

Date: June 2022

Average Daily Flow¹ 60%
Peak Hour Factor² 3.0

SANITARY SEWER PROJECTED FLOWS					
Lower Valley Energy Employee Housing					
PID	Number of Housing Units ⁴	Estimated Bedrooms	Max Flow per Unit, gpd ³	Average gpd	Maximum gpd
Residential Units	17	3	390	3,980	6,630
ARU	6	2	280	1,010	1,680
Total Bedrooms		63			
TOTAL WASTEWATER PROJECTED FLOW, GPD				4,990	8,310
TOTAL WASTEWATR PROJECTED FLOW, PEAK HOUR, GPM					17

Notes:

¹ Typical average day factor of 0.60

² Wastewater Peak Hour Factor for Typical Residential

³ Based on daily flow rates from the WYDEQ CH 25, Table 1, Rev. 06/29/2018

⁴ Value is based on June 3, 2022 plans from Hershberger Design



Wastewater Generation Projections Adjacent Properties within 500 feet LVE Employee Housing- TOJ Connection Supplemental Information

BY: JK/AJ

Date: September 2022

Average Daily Flow ¹	60%
Peak Hour Factor ²	3.5

SANITARY SEWER PROJECTED FLOWS					
Surrounding Properties					
PIDN	Property	Estimated Bedrooms	Max Flow per Property, gpd ^{3&5}	Average gpd	Maximum gpd
22-40-16-21-2-01-004	Lot 5 LHCS	4	470	290	470
22-40-16-21-2-01-007	Lot 1 LHCS	3	390	240	390
22-40-16-21-2-01-008	Lot 4 LHCS	4	470	290	470
22-40-16-21-2-01-009	Lot 6 LHCS	3	390	240	390
22-40-16-21-2-01-010	Lot 8 LHCS	3	390	240	390
22-40-16-21-3-01-011	Lot 10 LHCS	5	550	330	550
22-40-16-21-2-01-018	Lot 18 LHCS	6	630	380	630
22-40-16-21-2-01-019	Lot 19 LHCS	6	630	380	630
22-40-16-21-2-01-020	Lot 32 LHCS	4	470	290	470
22-40-16-21-2-01-021	Lot 31 LHCS	6	630	380	630
22-38-15-01-1-00-001 ⁶	USFS	2 Bedroom 14 Units	3,920	2,360	3,920
22-40-16-20-1-00-005 ^{4&5}	LVE	30 employees at 15 gpd		270	450
22-40-16-20-1-00-015	Vosika	2	280	170	280
22-40-16-20-1-00-016	Vosika	3	390	240	390
22-40-16-20-1-00-018	89 LLC	See Valley West Engineering Memo	4,800	2,880	4,800
22-40-16-20-1-00-007	Kilmain				
22-40-16-20-1-02-001 ^{4&5}	LOT 1-E, ROICE	5 employees at 15 gpd		45	75
22-40-16-20-1-02-002 ^{4&5}	W. PT. LOT 1, ROICE	5 employees at 15 gpd		45	75
22-40-16-20-1-02-003 ^{4&5}	LOT 2, ROICE	5 employees at 15 gpd		45	75
22-40-16-20-1-02-004 ^{4&5}	LOT 3, ROICE	5 employees at 15 gpd		45	75
22-40-16-20-1-02-005 ^{4&6}	LOT 4, ROICE	5 employees at 15 gpd		45	75
22-40-16-20-1-00-006 ^{4&5}	SOUTH LOT, LLC	5 employees at 15 gpd		45	75
22-40-16-20-1-11-001 ^{4&5}	LOT 1 SRBK	1 employee at 15 gpd		9	15
Total Bedrooms		49			
TOTAL WASTEWATER PROJECTED FLOW, GPD				9,259	15,325
TOTAL WASTEWATR PROJECTED FLOW, PEAK HOUR, GPM					37

Notes:

¹ Typical average day factor

² Typical Wastewater Peak Hour Factor for Typical Residential

³ Based on daily flow rates from the WYDEQ CH 25, Table 1, Rev. 06/29/2018

⁴ Value is employees, not bedrooms

⁵ Based on daily flow rates for Office Buildings from the WYDEQ CH 25, Table 2, Rev. 06/29/2018

⁶ Initial communication with USFS indicated a housing development of 14 housing units is possible on this land, assuming two bedroom units

89 LLC

4355 S HWY 89

Preliminary Sewer Design Report

Prepared By: James Ramage, PE
Valley West Engineering

Date: April 15, 2022

If rezoning is granted, the 89 LLC project proposes to connect to the Melody Ranch sewer system by extension of the existing sewer in the Sage Meadows Subdivision. The final routing has yet to be determined, but a short extension will serve the property.

The following table summarizes projected wastewater flows of a likely development scenario:

	<i>Residential</i>		<i>Light Industrial</i>	
<i>Quantity</i>	32	<i>ARU Bedrooms</i>	30250	<i>sf</i>
<i>Unit Rate</i>	150	<i>gpd / bedroom</i>	25	<i>gpd / 1000 sf</i>
<i>Max Daily Flow</i>	4800	<i>gpd</i>	775	<i>gpd</i>

Maximum Daily Flow 5575 *gpd*
3.9 *gpm*
Peak Factor 3
Peak Flow 11.7 *gpm*

Sewer System Capacity

By our count there are currently 64 residential lots connected to the existing sewer before it reaches the Town of Jackson's 30-inch interceptor sewer. Assuming existing Townhomes have 2 bedrooms on average and the existing single-family residences have 4 bedrooms on average, the estimated maximum daily flow would be 23,400 gpd. As the table above shows the projected 89 LLC maximum daily flow is 5575 gpd. Together with the existing use, the estimated maximum daily flow would be 28,975 gpd at build-out.

The DEQ requires sewer mains to be sized for at least 200% of maximum daily flow. We have conservatively evaluated capacity using a peaking factor of 3, or 300%. These rates should adequately account for infiltration and inflow, as newer materials and modern construction techniques should have been utilized for these sewers.

The existing sewers to be utilized are located primarily on the gently sloping terrain above the valley floor. We would want to review as-built drawings during the detailed design, but since gravity sewers generally follow the terrain, we suspect that these lines would have generally been laid at slopes of 1% or greater. The capacity of an 8-inch PVC sewer main three-quarters full laid at slope of 1% is 640 gpm. If for some reason certain segments were laid at the minimum slope of 0.4%, the capacity would drop to 400 gpm.

As these calculations show, the 89 LLC wastewater flow projections makes up only about 2-3% of the available capacity. The peak flow in the line (together with existing Melody use) at build-out would be 61 gpm, which represents 10-15% of the available capacity; the range again depending on the minimum pipe slope. The reason for the large disparity between the actual flows and pipe capacity is that for maintenance reasons an eight-inch diameter pipe is the smallest that is allowed. This results in a large reserve capacity in sewer mains such as these that have a limited number of connections.

ORDINANCE J

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1217; AND SECTION 2.2.9 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING MINIMUM DENSITY REQUIREMENTS IN THE NEIGHBORHOOD HIGH DENSITY-1 ZONING DISTRICT.

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

SECTION I.

Section 1 of Town of Jackson Ordinance No. 1217; and Section 2.2.9 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

(See next page)

2.2.9.E.1.c – Addition Zone-specific Standards (3/6/19, Ord. 1217)

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NH-1 zone.

1. **Minimum Density.** The minimum density for lots in the NH-1 is 17.425 units per acre. NOTE: this requirement is rounded down to the next whole number (e.g., 1.8 units = 1 unit). The following density ranges are provided for general guidance :
 - a. Lots approximately 5,000 sf or less: One Detached Single-Family Unit;
 - b. Lots approximately 5,001 - 7,499 sf: Two units (either detached or attached);
 - c. Lots 7,500 or larger: Three or more units (either detached or attached), *except that lots without alley access and are no larger than 10,000 sf shall have a minimum density of two units (either detached or attached).*

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 20 DAY OF MARCH , 2023.

PASSED 2ND READING THE 17 DAY OF APRIL , 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 3 day of May, 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 K

AN ORDINANCE ADDING CHAPTER 12.10 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON CREATING ENCROACHMENT PERMIT – PARKLETS 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 1.

Chapter 12.10 of the Municipal Code of the Town of Jackson is hereby created and added as follows:

Chapter 12.10 PARKLETS

12.10.010	Purpose; Establishment of Encroachment Permit – Parklet
12.10.020	Encroachment Permit – Parklet Required
12.10.030	Definitions
12.10.040	Encroachment Permit – Parklet Application
12.10.050	Annual Permit Fee
12.10.060	Form and Conditions of the Encroachment Permit – Parklet
12.10.070	Personal Privilege
12.10.080	Bond
12.10.090	Indemnity; Liability and Insurance
12.10.010	Denial, Modification, Revocation, or Suspension of Permit
12.10.020	Restoration of Right-of-Way
12.10.010	Purpose; Establishment of Encroachment Permit – Parklet.

- A. The purpose of this chapter is to establish minimum standards pursuant to which the Town may allow parklets within the Town’s public right-of-way. These standards have been developed to ensure that the space used for such parklets, at all times, promote the public health, safety, and welfare; allow for adequate pedestrian circulation; and standardize design, location, and operation in the right-of-way.
 - B. Nothing in this ordinance shall be deemed to grant a vested right to establish a parklet, operate a parklet, nor, if permitted hereunder, continue operation of a parklet.
- (Ord. 1344 § 1, 2023)

12.10.020 Encroachment Permit – Parklet Required.

- A. It shall be unlawful to establish a parklet in the public right-of-way without first obtaining an encroachment permit - parklet as provided by this chapter.
- B. No person shall operate a parklet on the public right-of-way without first obtaining such a permit from the Town Manager, or their designee, and paying the required permit fee.
- C. It is the duty of each permittee to maintain a valid permit in conformance with the requirements of this chapter at all times during parklet operation.
- D. The Town Manager, or their designee, may limit the number of permits that may be issued under this ordinance, if necessary, for public health or safety reasons, to help prevent vehicular or pedestrian traffic congestion, increase available Town parking, improve traffic flow, or for any other good cause.

(Ord. 1344 § 1, 2023)

12.10.030 Definitions.

As used in this chapter:

- A. *Parklet* shall mean a small public gathering space, utilizing one or more on-street parking spaces that combine elements such as seating, landscaping, shade, and/or lighting.
 - B. *Encroachment Permit – Parklet* or *Permit* shall mean the discretionary, revocable, suspendable permit issued by the Town allowing the temporary use of its right-of-way.
- (Ord. 1344 § 1, 2023)

12.10.040 Application for Encroachment Permit – Parklet.

- A. Every person seeking to establish a parklet within the Town must complete an application pursuant to this chapter and no work within the right-of-way may begin before a permit is issued.
 - B. All applications shall be made in writing to the Town Manager, or their designee, on forms provided by the Town, which must be complete to be processed.
 - C. It shall be the duty of the applicant to seek any reviews, authorizations, permits and/or approvals from state, federal, Town or county authorities that may be required for the parklet in addition to the permit set forth in this chapter.
 - D. Each application submitted shall be affirmed as being true and correct to the best of the applicant's knowledge and shall affirm that the applicant understands information provided on and with the application may be investigated for accuracy.
- (Ord. 1344 § 1, 2023)

12.10.050 Permit Fee.

- A. There shall be an encroachment permit – parklet fee. All fees for such permits shall be in an amount established by resolution and paid at the time application is made to the Town.
 - B. The permit fee is non-refundable if the permit was issued, notwithstanding if the permit is subsequently modified, suspended, or revoked. If an application for a permit is denied, the fee shall be refunded.
 - C. Receipt of payment does not constitute approval of an encroachment permit – parklet application.
 - D. There shall be no pro-rated reduction of the fee based on the time of year when a permit is applied for.
- (Ord. 1344 § 1, 2023)

12.10.060 Form and Conditions of the Encroachment Permit.

- A. The permit issued shall be in a form provided by the Town Manager, or their designee.
 - B. Permits may be issued for a maximum of a three-year period and for a minimum of a one-year period.
 - C. Each encroachment permit – parklet authorizes operation only from April 30 to October 30 annually and shall terminate on October 30 of the applicable year, but in no case later than October 30 of the third year after it was issued.
 - D. The permit authorizes operation of a parklet only in sitemap depicted on the application approved by the Town Manager, or their designee, and attached to or made part of the permit.
 - E. The permit authorizes parklet operation only within the area depicted on the application approved by the Town Manager, or their designee, and attached to or made part of the permit.
- (Ord. 1344 § 1, 2023)

12.10.070 Personal Privilege.

- A. Each permit issued shall be personal to the permittee and is not transferable, delegable, or assignable. Any attempted transfer, delegation, or assignment of the permit shall be void.
 - B. In the event that the permittee is a business and there is a transfer of the business, the transferee shall obtain a new permit prior to the effective date of the transfer.
- (Ord. 1344 § 1, 2023)

12.10.080 Bond.

- A. Prior to issuance of any encroachment permit – parklet, the permittee shall post a bond with the Town to cover the cost of restoring the right-of-way to its original condition. The bond amount shall be determined by the Town.
- B. The bond shall be released upon expiration of the permit and restoration of the right-of-way to the satisfaction of the Town Manager, or their designee. The Town shall deduct from the bond any costs to the Town to restore the right-of-way.

(Ord. 1344 § 1, 2023)

12.10.090 Indemnity; Liability and Insurance.

- A. Applicants shall execute an indemnity agreement indemnifying the Town prior to permit issuance.
- B. The permittee shall, at its own cost and expense, procure and maintain in force policies of commercial general liability insurance with a combined single limit amount of at least one million dollars (\$1,000,000.00) per occurrence covering the permittee’s operations on the public right-of-way and sidewalk.
- C. Such insurance shall:
 - 1. Be procured from an insurer authorized to do business in Wyoming;
 - 2. Be subject to the approval in writing from the Town;
 - 3. Name the Town, its officers and employees, and the property owner as additional insureds;
 - 4. Provide primary and non-contributory coverage to additional insureds; and
 - 5. Contain a provision for thirty days’ prior written notice of cancellation to the Town in accordance with policy terms and conditions.
- D. All applicants shall provide to the Town a current certificate of insurance along with proper policy endorsements and/or policy language evidencing the above required insurance coverage and terms prior to permit issuance.

(Ord. 1344 § 1, 2023)

12.10.100 Standards for Location, Design and Operation.

- A. All parklets shall comply with the following minimum standards:
 - 1. Parklets may be used as an accessory space for a nearby business or businesses, but they may not be used as a stand-alone place of business.
 - 2. Each parklet may occupy a maximum of 3 contiguous parking spaces. No portion or element of the parklet may intrude into the immediately adjoining spaces or areas.
 - 3. No parklet, nor portion or element thereof, may be erected or placed within the right-of-way prior to April 30.
 - 4. No parklet may obstruct, interfere with, or hinder the use of any restricted spaces or areas, to include but not be limited to, ADA spaces and their appurtenant areas, no parking “red curb” areas, bus parking zones, fire lanes, or fifteen-minute and loading/unloading spaces.
 - 5. An obstruction-free, clear sidewalk area for pedestrian traffic to pass the parklet shall be required.
 - 6. All Fire Department regulations and standards concerning the parklet shall be met.
 - 7. All Building Department regulations and standards concerning the parklet shall be met.
 - 8. Smoking, including vape products, shall not be permitted within five feet of any parklet, except while actively passing by on the way to another destination. Permittee shall be required to orally inform persons violating this chapter of the provisions thereof. The duty to inform such violator shall arise when such permittee or employee of permittee becomes aware of such violation.
 - 9. No amplified sound may be emitted from the parklet.
 - 10. Parklets may only be restricted to use by patrons of a particular establishment or group of cooperating businesses during their operating hours, and otherwise must be open to the general public for their enjoyment. All parklets shall include signage, which indicates the hours of private operation and states that the parklet is open to the public at other times.

11. The Town, a utility company, or other person authorized by the Town may remove, without liability, any object authorized under this ordinance or the entire parklet if there is a lawful need for the parklet area or for access to the parklet area.

(Ord. 1344 § 1, 2023)

12.10.110 Denial, Modification, Revocation, or Suspension of Permit.

- A. The Town Manager, or their designee, may immediately deny a permit application, require modification(s) to an existing permitted parklet, or revoke or suspend an existing permit if:
 1. The Town finds that the provisions of this chapter have not been satisfied or have been violated; the operation of the parklet constitutes a public nuisance pursuant to state or local law; the operation of the parklet violates a federal, state, or local law or regulation; or the operation of the parklet violates any other state or local permit issued to the permittee.
 2. The applicant or permittee secured the permit by fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the application process.
 3. The conduct of the business puts the health, safety, or welfare of the public at risk.
- B. Notice of violation shall be provided in writing to the permittee, which may or may not include a cure period.
- C. The Town Manager, or their designee may immediately require modification(s) to an existing permitted parklet, revoke, or suspend a permit at any time and for any other reason not stated in this section when in the best interest of the Town. Upon notification of revocation, the permittee shall have ten days to remove the parklet from the premises and restore the right-of-way to its original condition.

(Ord. 1344 § 1, 2023)

12.10.120 Restoration of Right-of-Way.

On or before the expiration of the encroachment permit – parklet on October 30, the permittee shall remove, at its own expense, all personal property, furnishings, and equipment from the right-of-way. All outdoor barriers shall be removed and the right-of-way returned to its original condition.

(Ord. 1344 § 1, 2023)

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE 17 DAY OF APRIL, 2023.

PASSED 2ND READING THE 24 DAY OF APRIL , 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. 1344 was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the 3 day of May, 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

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Interim Town Manager

DT: May 1, 2023

RE: Town Manager's Report

Upcoming Special Events

Below is a schedule of upcoming special events processed at the staff level for May 2023.

MAIN EVENT DATE/DATE RANGE		EVENT NAME
MAY EVENTS		
MAY	Monday, May 1	Shed Hunt (IPD-coordinated event)
	Saturday, May 6 – Sunday, May 14	Spring Burn Week (Town/County-coordinated event)
	Saturday, May 13	Community Litter Clean-Up (Town/County-coordinated event)
	Saturday, May 13	Community Bike Swap
	Saturday, May 13	2023 Jackson EcoFair
	Thursday, May 18	Mission Critical Mass Bike Party
	Friday, May 19 – Monday, May 29	Old West Days & Elk Fest
	Sunday, May 21	Ultimate Towner Amazing Race
	Wednesday, May 24	TCSAR Short Haul Demo
	Sunday, May 28	Million Dollar Music Fest
	Every Tuesday – May 30 – August 22	The Town Pump

Northern South Park Update Forthcoming

Staff will provide a brief update on the status of Northern South Park at the June 1, 2023 regular Town Council meeting.

Capital Projects Update

The following is a brief update on the status of our capital projects:

- Rancher Reconstruction: Westwood Curtis is working on realigning the Hansen Intersection. The project is scheduled to be completed before Memorial Day, weather permitting. Staff is working on getting the streetlights set up at the appropriate power level and curfews.
- East Pearl Ave.: Staff is working on wrapping up a few remaining punch list items with Evans Construction.

- South Millward Emergency Water Main Replacement: Our contractor, Evans Construction, was able to replace the old and failing steel water main before the early winter shut the project down last November. Unfortunately, the new line has not passed its leak test and we are coordinating with the contractor to track down the leak or reason for not passing. The goal is to repair the leak and accept the main so that the road can be prepared in coordination with new curb work for the Jackson apartments in the middle of May. The work to investigate, locate, and/or repair the main may require shutting down that area of South Millward, and staff will notice any shut down through our email distribution list.
- Flat Creek Drive Rebuild: Project is under way and Westwood Curtis has excavated the material to be removed and installed half of the water main. This project is slated to be completed by the end of July.
- West Gill Ave. Sewer Project: Our contractor, Ridgeline Construction, is planning to begin construction on Monday May 1st and will have the West Gill Avenue closed between Cache and Glenwood Streets. This project will progress from Cache Street to Flat Creek. Officials at St. John's Episcopal Church of Jackson, as well as other neighbors, have been informed that the project will begin.
- Spring Patching: We will be working with a new contractor, Knife River, for the spring patching contract and we are coordinating for this work to begin mid-May. Our Streets team is finalizing locations and expect this work to occur throughout the Town.