

Regular Town Council Meeting

March 4, 2024

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

The Town reserves the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to Town Council by emailing: council@jacksonwy.gov.

To join, click the link or copy to your browser: <https://us02web.zoom.us/j/83257524158?pwd=ZWR1Q05yMWtVajZ2cXdhRmZZUEp5Zz09>

Or join at [zoom.com](https://zoom.us) with Webinar ID **832 5752 4158** and Password: **83001** or join by phone **+1 669 900 9128**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement
- D. Announcements/Proclamations
 - 1. Red Cross Month

III. PUBLIC COMMENT

This section is reserved for public comment about items not included in this agenda. Public comment is limited to 3 minutes. As a general practice, Council does not discuss, debate, or act on issues raised under public comment. Council may or may not discuss an issue raised under Public Comment later in the meeting during Matters from Mayor and Council at their discretion. If you would like to communicate with Council during the meeting about an item on the agenda, please wait until public comment has been called for that item. Public comment may also be submitted to Council at any time by emailing electedofficials@jacksonwy.gov.

IV. CONSENT CALENDAR

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

- A. Meeting Minutes
 - 1. February 26, 2024 Regular Town Council Workshop
 - 2. February 26, 2024 Regular Town Council Meeting
- B. Disbursements
- C. Graphic Design Contract for Town Sustainability Plan (Tanya Anderson)
- D. Westlaw Legal Database Contract (Lea Colasuonno)
- E. Special Restriction for Workforce Ownership Housing Located at 440 W. Kelly Avenue (April Norton)

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

- A. Housing
 - 1. Consideration of Consent to Abandonment of Surface Water Rights at Parkside Benson

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

Brown Station (Kristi Malone)

B. Planning & Building

1. Request for Subdivision Plat at the Parkside Benson Brown Station Townhomes (P23-168)
(Tyler Valentine)

VI. RESOLUTIONS

- A. Resolution 24-02: Sister City Relationship with Hueyotlipan, Mexico (Susan Scarlata)

VII. ORDINANCES

- A. Ordinance P: Neighborhood High Density-1 (NH-1) Text Amendment (P23-194) (Second Reading)
- B. Ordinance Q: An Ordinance Regarding Compensation for Mayor and Council (First Reading)

VIII. MATTERS FROM MAYOR AND COUNCIL

IX. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

X. ADJOURN

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

Pledge of Allegiance

I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands,
one Nation under God, indivisible, with liberty and justice for all.

Land Acknowledgement

We recognize that the land we are gathering on is the ancestral homeland of the Mountain Shoshone People who stewarded it for thousands of years and that many other tribes also lived upon and cared for this area including the Bannock, Blackfoot, Crow, Eastern Shoshone, Gros Ventre, Nez Perce, Northern Arapaho tribes, and others. With gratitude, we honor Indigenous Peoples, past and present. We also acknowledge the sovereignty of the Native nations closest to Jackson whose land was taken through broken treaties that resulted in the creation of the Wind River and Fort Hall Indian Reservations. We recognize this acknowledgement is simply a first step. The Town of Jackson is committed to continued and informed action to connect with indigenous people.

AMERICAN RED CROSS MONTH
Recognizing March 2024 as American Red Cross Month

WHEREAS, during American Red Cross Month in March, we recognize the compassion of people in Jackson and reaffirm our commitment to care for one another in times of crisis; and

WHEREAS, this generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton — one of the most honored women in our country’s history — who nobly dedicated herself to alleviating suffering; and

WHEREAS, today, kindhearted individuals in our community exemplify Barton’s commitment as they step up through the Wyoming Chapter of the American Red Cross to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people’s darkest hours — whether it’s delivering shelter, food and comfort during disasters; supporting military families, veterans and caregivers through the unique challenges of service; saving lives with first aid, CPR and other skills; or delivering aid and reconnecting loved ones separated by global crises.

NOW, THEREFORE, I, Hailey Morton Levinson, Mayor of the Town of Jackson, do hereby proclaim March 2024 as Red Cross Month and encourage all citizens of Jackson to reach out and support its humanitarian mission.

DATED THIS 4th DAY OF MARCH 2024.

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

ATTEST:

Riley Taylor, Town Clerk

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

FEBRUARY 26, 2024

JACKSON, WYOMING

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

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

STAFF: Tyler Sinclair, Roxanne Robinson, Lea Colasuonno, Floren Poliseo, Paul Anthony, Michelle Weber, Tony Matthews, Tanya Anderson, Susan Scarlata, and Riley Taylor.

Municipal Code Update: Title 7, Animals. Lea Colasuonno made staff comment. Council held discussion with staff. Mike Halpin, Amy Gerard, and Kathy Clay made public comment. Michelle Weber made staff comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to direct staff to update Title 7 for technical matters as identified by staff in this staff report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to direct staff to draft appropriate ordinance changes to allow chickens within the Town of Jackson and update the Town's bear regulations, as appropriate, vis-à-vis chickens. Mayor Morton Levinson called for the vote. The vote showed 2-1 with Jonathan Schechter and Hailey Morton Levinson in favor and Jim Rooks opposed. The motion carried.

A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to direct staff to draft appropriate ordinance changes to allow honey bees within the Town of Jackson and update the Town's bear regulations as appropriate, vis-à-vis bee hives. The vote showed 2-1 with Jonathan Schechter and Hailey Morton Levinson in favor and Jim Rooks opposed. The motion carried.

Mayor Morton Levinson directed staff to place the issue of dogs within Town parks on the PI List for the 2025 year's retreat discussion. Staff will present a revised draft of Title 7 at a future Council workshop.

Wildlife Crossings Update. Tanya Anderson made staff comment. Chris Colligan made comment on behalf of Teton County Public Works. Council held discussion with staff. There was no public comment. No motion was made.

Council recessed at 3:06pm and reconvened at 3:11pm.

Wildlife Feeding Update. Tanya Anderson and Tyler Sinclair made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to consider the purchase of bear-resistant trash containers for Town facilities and spaces with educational decals at public parks, bus stops, and downtown Jackson according to the timeline presented in this report as part of the FY25 budget and for staff to return to Council with an update in 2025. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Council reflected on the WAM Winter Workshop and discussed the current legislative session.

Council Priorities and Upcoming Agendas. Tyler Sinclair reviewed Council's Workplan Calendar and Potential Initiative (PI) list. Council held discussion with staff.

Adjourn to Executive Session. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming State Statute 16-4-405(a)(iii). Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The workshop adjourned at 4:17 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: March 6, 2024

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

FEBRUARY 26, 2024

JACKSON, WYOMING

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

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

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

Council recited the Pledge of Allegiance and Land Acknowledgement. Mayor Morton Levinson introduced James Phillips, Police Systems Administrator.

Public Comment. There was no public comment.

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

- A. **Meeting Minutes.** To approve meeting minutes from the January 29-30, 2024 Special Town Council Meeting/Retreat and the February 5, 2024 Regular Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented. 107 WEST DESIGN, LLC \$3,375.00; 842-NCPERS GROUP WYOMING \$96.00; ACE HARDWARE \$1,598.82; ADVANCED NETWORK MANAGEMENT, INC. \$16,991.08; AFLAC \$2,399.87; ALDER ENVIRONMENTAL LLC \$486.25; ALPHAGRAPHICS \$1,850.07; ALPINE GARAGE DOORS \$2,169.48; AMAZON \$11,165.83; AMSOIL INC #774148 \$54,630.31; ANDERS GLASS AND TINT \$1,360.00; ARISTORENAS, MARIA \$450.00; BADILLO, MARCELA \$450.00; BAKER TILLY US, LLP \$1,410.00; BAKER, JACOB \$740.00; BAUER, JAMISON \$155.00; BERGMAN, PIERRE \$450.00; BEST BEST & KRIEGER \$644.00; BIG R RANCH & HOME \$629.09; BLUE SPRUCE CLEANERS, INC \$136.37; BOLAND, ANITA \$2,200.00; BREAKFAST ROTARY OF JH \$175.00; BRIGGS, ERIC L \$166.85; BRIGHTLY \$878.60; BRISTOL, JAMES \$395.00; CARPETS PLUS COLORTILE \$12,009.00; CARQUEST AUTO PARTS INC. \$74.55; CASELLE INC. \$1,897.00; CDW-GOVERNMENT \$586.94; CENTURYLINK \$134.99; CERTIFIED LABORATORIES \$905.85; CHARLIE'S PLUMBING OF JH \$2,505.00; CHRISTENSEN, DUSTIN \$155.00; CITY OF DRIGGS \$1,918.57; CONRAD & BISCHOFF INC. \$90,448.31; CONTROL SYSTEM TECHNOLOGY, INC. \$2,667.50; CONVERGEONE, INC \$6,300.00; CORE & MAIN LP \$42,841.21; CUDWORTH, JEAN \$1,500.00; DAY, JEAN \$450.00; DEAN'S PEST CONTROL LLC \$170.00; DEWBERRY ENGINEERS, INC \$18,724.00; DIVISION OF CHILD SUPPORT ENFORCEMENT \$509.23; DIVISION OF VICTIM SERVICES \$900.00; DRIGGS VETERINARY CLINIC INC \$417.29; E.R. OFFICE EXPRESS \$674.28; E-470 PUBLIC HIGHWAY AUTHORITY \$28.99; EFORCE \$26,593.16; ENERGY LABORATORIES INC. \$1,483.00; EVANS, SARA \$120.00; FALL RIVER PROPANE \$989.75; FIRE SERVICES OF IDAHO \$1,830.00; FLEETPRIDE \$4,272.90; FLORES, JUANITA \$240.00; FLOYD'S TRUCK CENTER \$1,807.64; FRITTS, JASON \$450.00; GARCIA, ISRAEL \$160.00; GARMIN USA \$64.95; GE SOFTWARE \$80.00; GILLIG LLC \$4,933.31; GRAFIX SHOPPE INC. \$3,980.08; GRAINGER \$645.91; HERNANDEZ, BRANDON \$450.00; HIGH COUNTRY LINEN \$2,358.60; HILTBRUNNER, ERIC \$155.00; HIRST APPLGATE, LLP \$192.50; IDAHO CHILD SUPPORT RECEIPTING \$564.20; IDAHO STATE TAX COMMISSION \$4,817.00; IDAHO TRAFFIC SAFETY, INC. \$2,550.00; IDENTISYS, INC \$1,488.00; INTERSTATE BATTERY \$141.15; IVY OUTDOOR SERVICES LLC \$8,962.50; JACKSON GROUP LOCKBOX \$771.82; JACKSON HOLE COMMUNITY HOUSING \$12,500.00; JACKSON HOLE LAW, PC \$3,507.50; JACKSON HOLE NEWS & GUIDE \$4,477.50; JH20 WATER CONDITIONING & FILTRATION \$72.50; JORGENSEN ASSOCIATES, PC \$61,723.85; KLUS, TOMA \$74.33; KOIS BROTHERS EQUIPMENT COMPANY \$671.13; KRUEGER, ERICA JADE \$450.00; LEFEVRE, WILLIAM \$92.00; LEPCO \$2,876.07; LEXISNEXIS MATTHEW BENDER \$96.43; LONG BUILDING TECHNOLOGIES INC. \$862.50; LOWER VALLEY ENERGY INC \$68,900.41; MOBILITY FOREFRONT LLC \$35,000.00; MOORE, JODI \$155.00; MOTOR COACH INDUSTRIES \$2,805.91; MSC INDUSTRIAL SUPPLY CO \$268.92; MUNGER MOUNTAIN SNOW REMOVAL \$1,317.50; NAPA AUTO PARTS INC. \$1,743.44; NELSON ENGINEERING \$11,973.00; NOLAND, STACY \$450.00; OFFICE OF STATE LANDS & INVESTMENTS \$14,111.00; OMNI SECURITY SYSTEMS INC \$242.00; ONE CALL OF WYOMING \$103.75; PEAK FACILITATION GROUP \$8,616.14; PORTER'S OFFICE PRODUCTS \$50.42; POWER ENGINEERING CO, INC \$60.00; PREMIER TRUCK- SALT LAKE CITY

\$6,880.82; PREMIER VEHICLE INSTALLATION, INC \$89,166.17; R & A SAFETY LLC \$864.50; RINK-TEC INTERNATIONAL, INC \$2,911.47; RIPLEYS VACUUM CENTER, INC \$539.50; RON'S TOWING LLC \$550.00; RT1 INC \$49.41; RUI INC. DBA VILLAGE GARDNER \$543.75; SANCHEZ, MONICA \$240.00; SANCHEZ-MACHUCA, ROSA \$450.00; SCHWARTZ, ANDY \$4,167.00; SENIOR CENTER OF JACKSON HOLE \$35,505.00; SHERWIN-WILLIAMS CO. \$230.10; SILVERSTAR \$5,305.63; SIMON, THOMAS \$500.00; SNAKE RIVER MEP COMPLETE, INC \$4,028.02; SNAKE RIVER ROASTING \$47.00; SNAKE RIVER SUPPLY, LLC \$168,027.72; SPACKMAN, NATHAN \$155.00; SPRING CREEK ANIMAL HOSPITAL \$1,393.76; SPSC POA - SOUTH PARK SERVICES CTR POA \$303.82; STANARD & ASSOCIATES, INC \$490.00; STINKY PRINTS, INC \$125.37; SUSTAINABLE STRATEGIES DC, LLC \$7,500.00; SYMBOLARTS, LLC \$1,114.50; TETON COUNTY CLERK \$1,242,810.65; TETON COUNTY INTEGRATED SOLID WASTE/RECY \$19.50; TETON COUNTY PUBLIC HEALTH \$200.00; TETON COUNTY SHERIFF-DISPATCH \$16,953.11; TETON COUNTY SHERIFF'S-JAIL \$2,016.00; TETON COUNTY-FUND 10 \$88,767.73; TETON COUNTY-FUND 19 \$554,324.78; TETON MOTORS INC \$3,087.94; TETON ROPE ACCESS AND SERVICES, LLC \$977.50; TETON TRASH REMOVAL, INC. \$103.00; THE TIRE RACK, INC. \$10.00; THOMSON WEST \$930.15; THORNSLEY, WILLIAM \$100.00; T-MOBILE \$55.99; TMSC LLC \$12,739.33; TOP TIER TOOLS LLC \$70.25; TREFONAS LAW, P.C. \$1,135.00; UHL, ANTHONY \$100.00; VALLEY OFFICE SYSTEMS \$790.54; VALLEY WEST ENGINEERING, PC \$3,412.50; VERIZON WIRELESS \$11,672.94; VWR INTERNATIONAL LLC \$137.36; WAMCO LAB, INC. \$650.00; WESTBANK SANITATION \$1,384.36; WESTERN STATE \$1,094.59; WESTWOOD CURTIS \$35,362.80; WHITE GLOVE CLEANING, INC. \$2,631.90; WHITEFORD, TAYLOR & PRESTON LLP \$7,754.40; WILKINSON, SHAWN \$92.00; WRENCH IT PLUMBING & HEATING INC \$375.00; WSP USA ENVIRONMENT & INFRASTRUCTURE INC \$6,414.54; WY CHILD SUPPORT ENFORCEMENT \$69.22; WY WORKERS' SAFETY & COMP \$21,870.56; WYOMING ASSOC OF CHIEFS \$740.00; WYOMING GARAGE DOOR, LLC \$3,343.00; WYOMING LAW ENFORCEMENT \$85.00; WYOMING RETIREMENT SYSTEM \$170,006.75; WYOMING.COM INC \$5.00; Y2 CONSULTANTS, LLC \$305.04; YELLOWSTONE-TETON CLEAN \$2,500.00; YEVDOKIMOV, ANDREY \$1,500.00

- C. **January Municipal Court Report.** To accept the January Municipal Court report into the record.
- D. **2024 Chip Seal Contract Award.** To approve the award of the 2024 Chip Seal Project to Evans Construction Company, of Jackson, Wyoming in the amount of \$254,500.00, and authorize the Mayor to execute the contract subject to final approval of the Town Attorney and Town Engineer.

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

Wyoming Game and Fish Department Housing Sewer Services Request (E24-0001). No action was taken.

Annual Liquor License Renewals. Mayor Morton Levinson opened the public hearing. Lynsey Lenamond made staff comment. Council held discussion with staff. There was no public comment. Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for each license listed in the Renewal Chart, a motion was made by Jim Rooks and seconded by Jonathan Schechter to approve the liquor license renewal applications for the 2024–2025 liquor license year as presented and with the following conditions:

1. Renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, as amended.
2. Any additional minor corrections made by staff and the Wyoming Liquor Division.

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

Review of Council Salaries. Roxanne Robinson made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to direct to staff place the proposed draft ordinance updating the Council salaries on the agenda for the March 4, 2024 Town Council meeting for first reading as discussed tonight. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Sketch Plan and CUP for Central Wyoming College Jackson Campus (P23-213 & P23-214). Tyler Valentine made staff comment. Council held discussion with staff. Brandon Shelton made comment on behalf of the applicant. There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Sketch Plan P23-213 for a new 20,500 sf school building at the CWC

parcel located on High School Road based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated February 26, 2024. Mayor Morton Levinson 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 continue a Conditional Use Permit P23-214 for a new Institutional use (i.e., CWC Jackson school campus) to be run concurrently with the Development Plan. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Request for Subdivision Plat for Parkside at Benson Brown Station at 445 E. Kelly (P23-194). A motion was made by Jonathan Schechter and seconded by Jim Rooks to continue the request for a Subdivision Plat for the Parkside at Benson Brown Station Town Home Addition (P23-194) to the regularly scheduled Town Council meeting on March 4, 2024. Mayor Morton Levinson 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. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance F. An Ordinance Amending the Land Development Regulations Regarding General Provisions.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1115, 1121, 1148, 1199, 1273, AND 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1158, AND SECTIONS 1.3.2, 1.6.3, 1.9.2.B, 1.9.3.B, AND 1.9.5.C, OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING GENERAL PROVISIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance G. An Ordinance Amending the Land Development Regulations Regarding Complete Neighborhood Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1159, 1196, 1197, 1198, 1210, 1211, 1212, 1214 THROUGH 1222, 1273, 1278, 1299, 1313, 1316, AND 1338; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1122 AND 1149; SECTIONS 3 THROUGH 12 OF TOWN OF JACKSON ORDINANCE NO. 1348; AND SECTIONS 2.2.2 THROUGH 2.2.17, 2.3.10, AND 2.3.13 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING COMPLETE NEIGHBORHOOD ZONES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance H. An Ordinance Amending the Land Development Regulations Regarding Rural Area Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART); AND SECTION 3.3.1.B OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING RURAL AREA ZONES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance I. An Ordinance Amending the Land Development Regulations Regarding Special Purpose Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1198; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART) AND 1161; AND SECTIONS 4.2.1, 4.2.2, AND 4.4.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING SPECIAL PURPOSE ZONES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance J. An Ordinance Amending the Land Development Regulations Regarding Physical Development Standards Applicable in All Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1197, 1273, AND 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1124, AND 1151; SECTION 4 OF TOWN OF JACKSON ORDINANCE NOS. 1124 AND 1151; AND SECTIONS 5.4.3, 5.5.3, 5.5.4, 5.7.2, 5.7.4, AND 5.8.1 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING PHYSICAL DEVELOPMENT STANDARDS APPLICABLE IN ALL ZONES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance K. An Ordinance Amending the Land Development Regulations Regarding Use Standards Applicable in All Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1125, 1152, 1163, 1170, 1196, 1197, 1198, 1221, 1270, 1299, AND 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (part), 1125, 1152, and 1170; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1139; SECTIONS 4, 5, AND 10 OF TOWN OF JACKSON ORDINANCE NO. 1163; AND SECTIONS 6.1.1, 6.1.6, 6.1.11, 6.1.12, 6.2.2, 6.2.5, 6.3.3, 6.3.5, 6.4.1, AND 6.4.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING USE STANDARDS APPLICABLE IN ALL ZONES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance L. An Ordinance Amending the Land Development Regulations Regarding Development Option and Subdivision Standards Applicable in All Zones.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1126, 1153, 1197, AND 1225; SECTION 2 TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1126 AND 1153; SECTION 4 TOWN OF JACKSON ORDINANCE NOS. 1126 AND 1153; AND SECTIONS 7.1.21 THROUGH 7.1.6, 7.2.2, 7.6.3, 7.7.2, AND 7.8.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING DEVELOPMENT OPTION AND SUBDIVISION STANDARDS APPLICABLE IN ALL ZONES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance M. An Ordinance Amending Land Development Regulations Regarding Administrative Procedures.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1165, 1167, 1274, AND 1312; SECTION 2 TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTION 11 TOWN OF JACKSON ORDINANCE NO. 1165; AND SECTIONS 8.8.2, 8.2.11, 8.2.13, 8.3.2 THROUGH 8.3.6, 8.4.2, 8.4.3, 8.5.3 THROUGH 8.5.6, 8.6.2, 8.6.3, 8.7.2, 8.7.3, 8.7.4, 8.8.2 THROUGH 8.8.5, 8.9.2, 8.10.5, AND 8.10.6 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING ADMINISTRATIVE PROCEDURES AND PROVIDING FOR AN EFFECTIVE DATE.

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

Ordinance N. An Ordinance Amending the Land Development Regulations Regarding Definitions.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1097, 1128, 1155, 1196, 1198, AND 1277; SECTION 2 TOWN OF JACKSON ORDINANCE NO. 1074 (PART); SECTION 3 TOWN OF JACKSON ORDINANCE NOS. 1128, 1136, 1155, and 1166; SECTION 4 TOWN OF JACKSON ORDINANCE NO. 1166; AND SECTIONS 9.4.8, 9.4.9, 9.4.17, 9.5.A, 9.5.H, 9.5.L, AND 9.5.S OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING DEFINITIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinances F, G, H, I, J, K, L, M, and N on third reading, and designate them Ordinances 1359 through 1367, respectively. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance X. An Ordinance Amending Land Development Regulations Regarding Required Bicycle Parking.

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1196, 1198, 1313; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1074, 1125, 1152 AND 1170; SECTION 10 OF TOWN OF JACKSON ORDINANCE NO. 1163; AND SECTIONS 6.2.2, 6.2.3, 6.2.4, 6.2.5, AND 8.8.2 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING REQUIRED BICYCLE PARKING.

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

Ordinance O. An Ordinance Adding Appendix A to the Town of Jackson Land Development Regulations Regarding Required Bicycle Parking.

AN ORDINANCE ADDING APPENDIX A TO THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING REQUIRED BICYCLE PARKING.

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

There was no public comment. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve Ordinances X and O on third reading, and designate them Ordinances 1368 and 1369, respectively. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Ordinance P. An Ordinance Amending the Town of Jackson Land Development Regulations Regarding Neighborhood High Density-1 (NH-1).

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1197 (PART), 1217, 1313, 1316, AND 1343, SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTION 2.2.9.A AND 2.2.9.E OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING NEIGHBORHOOD HIGH DENSITY-1 (NH-1) AND PROVIDING FOR AN EFFECTIVE DATE.

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

There was no public comment. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Ordinance P on first reading. Mayor Morton Levinson called for the vote. The vote showed 3-1 with Mayor Morton Levinson, Arne Jorgensen, and Jonathan Schechter in favor and Jim Rooks opposed. The motion carried.

Matters from Mayor and Council. A motion was made by Mayor Morton Levinson and seconded by Jim Rooks to direct staff to update the preference tiers for rights of first placement for childcare to include children of volunteer Fire/EMS personnel prior to the last preference tier for children of health and human service organizations funded by the Town. Mayor Morton Levinson called for the vote. The voter showed all in favor. The motion carried unanimously.

Town Manager's Report. Tyler Sinclair made staff comment. The Town Manager's report contained updates on temporary sign permits, travel to Lienz, cancellation of Council meetings on May 20 and 21, and the Town's 2023 financial audit. A motion was made by Jonathan Schechter and seconded by Jim Rooks to approve the Town Manager's Report. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Jim Rooks to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 7:40 p.m.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

Minutes: rt. Publish JH News & Guide: March 6, 2024

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
6634	107 WEST DESIGN, LLC	021824	24-03 NORTH CACHE	02/18/2024	1,375.00	.00	
Total 6634:					1,375.00	.00	
51	ACE HARDWARE	855858	STOP NTS USS	01/23/2024	8.10	.00	
51	ACE HARDWARE	855966	RAZOR BLADES	01/24/2024	22.85	.00	
51	ACE HARDWARE	856367	TARPS	01/29/2024	129.99	.00	
51	ACE HARDWARE	856381	CREDIT	01/29/2024	65.00-	.00	
51	ACE HARDWARE	858043	LEATHERMAN TOOL	02/15/2024	74.99	.00	
Total 51:					170.93	.00	
6861	ADVANCED NETWORK MANAG	BD0061082	CISCO IP PHONE	12/08/2023	1,418.80	.00	
6861	ADVANCED NETWORK MANAG	BD0063428	VOICE GATEWAY	02/26/2024	16,509.00	.00	
Total 6861:					17,927.80	.00	
5851	AKIN, KARISSA	1267	PHOTOGRAPHY SERVICES	02/15/2024	450.00	.00	
Total 5851:					450.00	.00	
5726	AMAZON	13PG-W4-HMH	HEADPHONE JACK	02/23/2024	8.08	.00	
5726	AMAZON	1J36-C1P9-QN	CARRY CASE	02/19/2024	88.47	.00	
5726	AMAZON	1JRW-VD6K-T	PHONE MOUNT REPLACEMENT	02/19/2024	100.32	.00	
5726	AMAZON	1L3W-WY7J-F	TRAINING MATERIALS	02/15/2024	59.34	.00	
5726	AMAZON	1PDD-1YGW-	CORD DETANGLERS	02/19/2024	26.98	.00	
5726	AMAZON	1WRR-RD9X-C	ADAPTERS FOR USB C CORDS	02/16/2024	279.35	.00	
5726	AMAZON	1X1V-TKN7-7V	HARD CASE	02/22/2024	181.49	.00	
Total 5726:					744.03	.00	
383	ANTLER MOTEL, INC.	36L7U8 0124	JANUARY ROOMS	01/31/2024	16,965.00	.00	
383	ANTLER MOTEL, INC.	36L7U8 0224	FEBRUARY ROOMS	02/20/2024	18,135.00	.00	
Total 383:					35,100.00	.00	
7216	AULICK CHEMICAL SOLUTIONS	1018243	FORCE MAIN STRIPPER	01/31/2024	3,564.00	.00	
Total 7216:					3,564.00	.00	
4774	BIG R RANCH & HOME	1656862	MENS COAT AND SHOVEL	02/19/2024	192.97	.00	
Total 4774:					192.97	.00	
3500	BISON LUMBER	2401-833252	PRESSURE TREATED TIMBER	01/19/2024	1,767.84	.00	
Total 3500:					1,767.84	.00	
6727	BRIGGS, ERIC L	27137	TOOLS	02/15/2024	312.38	.00	
Total 6727:					312.38	.00	
7077	BURKHOLDER, SHAWN	022124	MARCH RENT	02/21/2024	1,942.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7077:					1,942.50	.00	
544	CENTURYLINK	P307-111-5050	307-111-5050 246m	02/07/2024	2,179.18	.00	
Total 544:					2,179.18	.00	
7269	COLORADO DOORWAYS INC	021924	DOOR HARDWARE	02/19/2024	1,256.91	.00	
Total 7269:					1,256.91	.00	
514	CONRAD & BISCHOFF INC.	IN-925001-24	DEF BULK	02/15/2024	672.87	.00	
514	CONRAD & BISCHOFF INC.	IN-931251-24	DIESEL FUEL AND GAS	02/20/2024	34,859.61	.00	
Total 514:					35,532.48	.00	
4887	CONTROL SYSTEM TECHNOLO	11112	WATER SCADA	02/20/2024	1,267.50	.00	
Total 4887:					1,267.50	.00	
7037	DICK ANDERSON CONSTRUCTI	021724	CORE SERVICES	02/17/2024	863,165.10	.00	
7037	DICK ANDERSON CONSTRUCTI	021724	FUEL ISLAND	02/17/2024	72,629.40	.00	
Total 7037:					935,794.50	.00	
6270	DISCOUNT SNOW STAKES	0183716	SNOW STAKES	10/30/2023	1,248.60	.00	
Total 6270:					1,248.60	.00	
6883	DIVISION OF CHILD SUPPORT	022224	DCSE CASE #0005405448	02/22/2024	509.23	509.23	02/22/2024
Total 6883:					509.23	509.23	
3408	E.R. OFFICE EXPRESS	22036	NOTARY STAMP	02/08/2024	28.99	.00	
3408	E.R. OFFICE EXPRESS	22068	LAMINATING POUCHES	02/19/2024	326.91	.00	
Total 3408:					355.90	.00	
1134	ENERGY LABORATORIES INC.	612188	INFLUENT AND EFFLUENT	02/14/2024	479.00	.00	
Total 1134:					479.00	.00	
6753	ESRI, INC	94668508	ANNUAL SUBSCRIPTION	02/19/2024	550.00	.00	
Total 6753:					550.00	.00	
6552	ETNA TRADE PARK LLC	022124	MARCH RENT	02/21/2024	4,062.00	.00	
Total 6552:					4,062.00	.00	
3195	FERGUSON ENTERPRISES, IN	1986284	GREE TRACER	10/23/2023	77.74	.00	
Total 3195:					77.74	.00	
4212	GILLIG LLC	41141013	LAMP	02/14/2024	278.20	.00	
4212	GILLIG LLC	41141256	SKIRT PANEL	02/15/2024	711.77	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4212:					989.97	.00	
1609	GRAINGER	9008545320	FAN AND BLOWER MOTOR	02/05/2024	229.19	.00	
Total 1609:					229.19	.00	
93	HACH CHEMICAL CO.	13918230	ADAPTER	02/12/2024	6,210.38	.00	
Total 93:					6,210.38	.00	
96	HIGH COUNTRY LINEN	0424616	SHOP TOWELS	02/12/2024	101.02	.00	
96	HIGH COUNTRY LINEN	C0425218	CREDIT	02/14/2024	3.60-	.00	
96	HIGH COUNTRY LINEN	C0425222	CREDIT	02/14/2024	3.12-	.00	
96	HIGH COUNTRY LINEN	C0425223	CREDIT	02/14/2023	39.79-	.00	
96	HIGH COUNTRY LINEN	C0425224	CREDIT	02/14/2024	113.34-	.00	
96	HIGH COUNTRY LINEN	C0425225	CREDIT	02/14/2024	20.69-	.00	
96	HIGH COUNTRY LINEN	C0425226	CREDIT	02/14/2024	6.69-	.00	
96	HIGH COUNTRY LINEN	S0426662	KITCHEN TOWELS	02/22/2024	74.28	.00	
Total 96:					11.93-	.00	
4736	IDAHO CHILD SUPPORT RECEI	022224	case #426985	02/22/2024	564.20	564.20	02/22/2024
Total 4736:					564.20	564.20	
106	INTERSTATE BATTERY	250001349	BATTERIES	02/13/2024	256.90	.00	
106	INTERSTATE BATTERY	250001424	BATTERIES	02/20/2024	291.90	.00	
Total 106:					548.80	.00	
6931	JACKSON DOWNTOWNER, LLC	JKD-1030	START ON DEMAND	02/13/2024	117,319.14	.00	
Total 6931:					117,319.14	.00	
7163	JACKSON GROUP LOCKBOX	661802IF	OIL FILTER	02/15/2024	187.81	.00	
7163	JACKSON GROUP LOCKBOX	66886IF	OIL FILTER	02/15/2024	80.49	.00	
Total 7163:					268.30	.00	
131	JACKSON HOLE NEWS & GUID	362631	AD#425385	02/21/2024	325.00	.00	
131	JACKSON HOLE NEWS & GUID	362725	AD#425443	02/21/2024	608.00	.00	
131	JACKSON HOLE NEWS & GUID	362726	AD#425323	02/21/2024	456.00	.00	
Total 131:					1,389.00	.00	
2647	JHAM, INC.	JPD 101623	SARARILAND HARDWARE	02/15/2024	15,894.32	.00	
Total 2647:					15,894.32	.00	
2485	KENWORTH SALES COMPANY	004P33311	CARTRIDGE FILTRATION	02/19/2024	271.58	.00	
2485	KENWORTH SALES COMPANY	00P34756	CREDIT	02/20/2024	138.48-	.00	
Total 2485:					133.10	.00	
3332	KILMER'S BG DISTRIBUTING	18305	DFC- SUMMER	02/20/2024	6,600.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3332:					6,600.00	.00	
7112	MARKMAN, JASON	022124	MARCH RENT	02/21/2024	1,995.00	.00	
Total 7112:					1,995.00	.00	
5344	MEXIA, DOMINGO	021624	TRANSLATION	02/16/2024	320.00	.00	
Total 5344:					320.00	.00	
1235	MOTOROLA SOLUTIONS, INC	8281815365	RADIO ACCESSORIES	01/04/2024	3,547.80	.00	
Total 1235:					3,547.80	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6722433001	WASHERS	02/02/2024	324.38	.00	
4623	MSC INDUSTRIAL SUPPLY CO	6722450001	CONNECTORS	02/02/2024	222.36	.00	
Total 4623:					546.74	.00	
257	NAPA AUTO PARTS INC.	191623	SEAL AND GEAR OIL	12/28/2023	81.57	.00	
257	NAPA AUTO PARTS INC.	201031	SPARK PU	02/13/2024	155.55	.00	
257	NAPA AUTO PARTS INC.	201041	FUSE PANEL	02/13/2024	147.96	.00	
257	NAPA AUTO PARTS INC.	201132	AIR FILTER	02/13/2024	59.64	.00	
257	NAPA AUTO PARTS INC.	201592	AIR FILTER	02/15/2024	37.79	.00	
257	NAPA AUTO PARTS INC.	201609	CREDIT	02/15/2024	66.00-	.00	
257	NAPA AUTO PARTS INC.	202369	FUEL FILTER	02/20/2024	35.92	.00	
Total 257:					452.43	.00	
187	NELSON ENGINEERING	63731	SCOTT LANE BIKE/PED	02/05/2024	1,020.00	.00	
187	NELSON ENGINEERING	63732	SCOTT LANE BIKE/PED	02/05/2024	34,249.75	.00	
Total 187:					35,269.75	.00	
7415	PENNY, BRAD	022124	DOT PHYSICAL	02/21/2024	155.00	.00	
7415	PENNY, BRAD	022124	CDL PERMIT	02/21/2024	47.25	.00	
Total 7415:					202.25	.00	
6483	PREMIER TRUCK- SALT LAKE C	78753067	SERVICE CALL	09/27/2023	1,982.67-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775575356	CORE CREDIT	02/16/2024	1,396.50-	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775577009	CORE CREDIT	02/16/2024	83.13-	.00	
Total 6483:					3,462.30-	.00	
7414	PRITCHARD, JASON	021624	DOT PHYSICAL	02/16/2024	155.00	.00	
7414	PRITCHARD, JASON	021624	CDL PERMIT	02/16/2024	47.25	.00	
Total 7414:					202.25	.00	
4691	SCHOW'S TRUCK CENTER	C005056326:0	DRUM	09/28/2023	493.68	.00	
4691	SCHOW'S TRUCK CENTER	C005056454:0	TENSNRASM	10/17/2023	269.36	.00	
4691	SCHOW'S TRUCK CENTER	C005057333:0	CREDIT	02/14/2024	493.68-	.00	
Total 4691:					269.36	.00	
7175	SHLIM MD, DAVID R	022224	RABAVERT VACCINES	02/22/2024	1,275.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7175:					1,275.00	.00	
4548	SILVER CREEK SUPPLY	0014210689-0	PRESSURE GAUGE	02/12/2024	32.91	.00	
Total 4548:					32.91	.00	
236	SMITH POWER PRODUCTS,INC	3229686	SENSOR AND HARNESS	02/14/2024	420.28	.00	
Total 236:					420.28	.00	
7050	SOSA'S JANITORIAL SERVICE	021924	TOWN HALL CLEANING	02/19/2024	7,200.00	.00	
Total 7050:					7,200.00	.00	
3961	SPECTRUM	173067801 022	MONTHLY SERVICES	02/07/2024	99.99	.00	
Total 3961:					99.99	.00	
7088	STONE, KIRK	022124	MARCH RENT	02/21/2024	2,940.00	.00	
Total 7088:					2,940.00	.00	
268	TETON MOTORS INC	5109124	ANTENNA	02/07/2024	35.00	.00	
268	TETON MOTORS INC	5109221	SHAFT	02/15/2024	690.78	.00	
Total 268:					725.78	.00	
3237	THE AFTERMARKET PARTS CO	83289573	WINDSHIELDS	02/14/2024	1,910.07	.00	
Total 3237:					1,910.07	.00	
6941	THE CONNOR E FIELD TRUST	022124	MARCH RENT	02/21/2024	2,575.00	.00	
Total 6941:					2,575.00	.00	
7361	US HOMES LLC	011124	FEBRUARY RENT	01/11/2024	1,560.00	.00	
7361	US HOMES LLC	022624	MARCH RENT	02/26/2024	1,560.00	.00	
Total 7361:					3,120.00	.00	
3979	UTAH SAFETY COUNCIL	39144	ANNUAL MEMBERSHIP	02/15/2024	250.00	.00	
Total 3979:					250.00	.00	
6969	VELOCITY EHS	302365	CHEM MANAGEMENT	01/29/2024	3,675.57	.00	
Total 6969:					3,675.57	.00	
6226	WEST COAST CODE CONSULT	UT24-579-001	REVIEW FEES	02/02/2024	4,415.00	.00	
Total 6226:					4,415.00	.00	
6160	WEST FORK CONSTRUCTION	1050015-001	TETON TIGER DECK REPAIR	02/12/2024	3,486.65	.00	
Total 6160:					3,486.65	.00	
1640	WESTERN STATE	IN002689043	CUTTING EDGES	02/13/2024	13,276.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1640:					13,276.50	.00	
2802	WESTWOOD CURTIS	23-04 0224	flat creek rebuild payment 5	02/21/2024	65,246.65	.00	
2802	WESTWOOD CURTIS	23-04 0224	flat creek rebuild payment 5	02/21/2024	53,213.13	.00	
2802	WESTWOOD CURTIS	23-04 1224	flat creek rebuild payment #5	02/21/2024	48,243.98	.00	
2802	WESTWOOD CURTIS	23-04 1224	flat creek rebuild payment #5	02/21/2024	31,541.53	.00	
2802	WESTWOOD CURTIS	23-04 1224	flat creek rebuild payment #5	02/21/2024	38,674.27	.00	
Total 2802:					236,919.56	.00	
472	WHITE GLOVE CLEANING, INC.	9385	START OFFICES	01/31/2024	1,700.00	.00	
472	WHITE GLOVE CLEANING, INC.	9385	SHELTER CLEANING	01/31/2024	1,202.00	.00	
472	WHITE GLOVE CLEANING, INC.	9385	TRASH CANS	01/31/2024	256.13	.00	
Total 472:					3,158.13	.00	
7081	WILMA D SORSBY TRUST	022124	MARCH RENT	02/21/2024	3,150.00	.00	
Total 7081:					3,150.00	.00	
6117	WILSON, JOHN	022124	MARCH RENT	02/21/2024	2,200.00	.00	
Total 6117:					2,200.00	.00	
3619	WY CHILD SUPPORT ENFORCE	022224	case #223670	02/22/2024	34.61	34.61	02/22/2024
3619	WY CHILD SUPPORT ENFORCE	022224	case 223669	02/22/2024	34.61	34.61	02/22/2024
Total 3619:					69.22	69.22	
504	WYDOT	22324	Transfer 1 city PLATE	02/23/2024	2.00	.00	
Total 504:					2.00	.00	
4198	WYOMING FIRST AID & SAFETY	80005933	first aid kit resupply	02/13/2024	209.28	.00	
Total 4198:					209.28	.00	
Grand Totals:					1,527,449.18	1,142.65	

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:	March 4, 2024	Meeting Title:	Regular Town Council Meeting – Consent
Submitting Department:	Community Development	Presenter:	Tanya Anderson
Agenda Item:	Graphic Design Contract for Town Sustainability Plan	Public Comment	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider a contract between the Town and Palindrome Studio for graphic design for the Town Sustainability Plan.

Requested Action.

Staff requests that Council review and consider the contract (“Contract”) between the Town and Palindrome Studio attached to this staff report

Recommendations.

Staff recommends Council approve the Contract attached to this report.

Background.

At this December 18th, 2023 Town Council Workshop, Council provided feedback on preliminary goals and strategies for the Town Sustainability Plan and directed staff to return with a completed Sustainability Plan in 2024. The Ecosystem Stewardship Administrator is writing the plan but does not have the graphic design skills required to turn words into a document that is visually pleasing and easy to understand.

\$125,000 was allocated for contract work within the Ecosystem Stewardship Administrator’s budget for Fiscal Year 2024. More than \$55,000 remains. If Palindrome Studios is hired to complete the graphic design elements of the Town Sustainability Plan, more than \$40,000 will remain in the budget for additional contract work.

Analysis.

The Town of Jackson has used Palindrome Studios for smaller graphic design projects in the past and is pleased with their work. The rate, time required, and estimated cost are equal to or less than the typical rates charged by other graphic design firms for similar quality of work. Palindrome Studios has experience working on similar projects and was selected for the high quality of work they produce for the price they charge, and for the professionalism and timeliness they have exhibited when working on previous projects for the Town.

Possible Alternatives.

Council could reject the contract and direct staff to work do the graphic design internally.
Council could reject the contract and direct staff to seek a different graphic designer.

Comprehensive Plan & Priority Alignment.

Graphic Design for the Town Sustainability Plan will help us to communicate and encourage public participation in strategies that align with the following priorities.

Net Zero Resolution

Principle 1.1—Maintain healthy populations of all native species.

Principle 1.2 – Preserve and enhance surface water and groundwater quality.

Policy 1.3.d Maintain dark night skies

Principle 2.1 – Reduce energy consumption of non-renewable energy

Principle 2.2 Reduce greenhouse gas emissions through land use

Principle 2.3 – Reduce greenhouse gas emissions through transportation

Principle 2.4 – Increase energy efficiency in buildings

Principle 2.5 – Reduce greenhouse gas emissions through waste management and water conservation

Principle 7.1 – Meet future transportation demand with walk, bike, carpool, transit and micro-mobility infrastructure

Principle 7.2 – Reduce greenhouse gas emissions from vehicles from 2012 levels

Principle 9.3 – Anticipate future issues and pioneer innovative solutions

Fiscal Impact.

Palindrome Studios estimates it will cost \$7000 to do graphic design for the written Town Sustainability Plan. Converting graphic design from the written plan to the Town website will add to the cost. The total cost should not exceed \$15,000.

Staff Impact.

Staff has spent approximately one hour reviewing previous work by Palindrome Studio, discussing the Contract, and writing this staff report. Hiring a professional graphic designer will save staff countless hours that it would take to do the graphic design ourselves.

Attachments or Links.

Contract between the Town of Jackson and Palindrome Studios

Suggested Motion.

I move to approve the Contract between the Town of Jackson and Palindrome Studios and authorize the Mayor to execute it, subject to minor changes by staff.

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Design Professional Services ("**Agreement**") dated as of February 13, 2024 ("**Effective Date**"), is by and between the Town of Jackson, Wyoming, PO Box 1687 Jackson, WY 83001 ("**Town**"), and Palindrome Studio, PO Box 1131, Wilson, WY 83014 ("**Contractor**").

1. Statement of Services

Contractor shall provide professional development services to Town for the design of a Sustainability Plan document. The professional services are set forth in **Exhibit A, Scope of Work** (hereinafter, the "**Services**"), which is incorporated as if fully set forth herein.

2. Term

The term of this Agreement shall be for six (6) months commencing on the Effective Date and terminating six (6) months thereafter ("**Term**"), unless sooner terminated or extended as provided herein. The parties may extend the term of the Agreement by written agreement (each an "**Extension Term**"). Either party may terminate the Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party of its intent to terminate.

3. Fees and Costs

Town agrees to pay Contractor a rate of \$100.00 per hour, for a total amount that shall not, in any event, exceed \$15,000 ("**Cap Amount**"). It is specifically understood and agreed by Contractor that the Cap Amount for the Services is a "not to exceed" amount for completion of all of the Services and work done by Contractor for Town, including any additional services or work that Contractor performs during the Term, whether at the request of Town or any other person or upon Contractor's own determination. Contractor shall not receive compensation in excess of the Cap Amount without the prior written approval of Town. The amount of compensation shall not vary as a result of the time of day the Services are performed or the number of hours during which Services are performed in any given period of time. Town may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this Agreement to audit and verify the aforesaid Services.

Contractor shall submit an invoice to Town by the fifteenth (15th) day of every month, which shall be based upon the hours worked. Contractor shall be paid within thirty (30) days of receipt of invoice.

4. Independent Contractor Status

It is understood and agreed that Contractor will provide the Services on a professional basis and as an independent contractor and that during the performance of the Services, Contractor will not be considered an employee, partner, agent, or joint venture partner of 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. Contractor shall not be entitled to any benefits that may be afforded from time to time to Town employees or other contractors, 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. Neither party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

5. Ownership of Work Product

Contractor agrees that any and all work product will be the sole and exclusive property of the Town and hereby irrevocably assigns to the Town all right, title and interest in and to any deliverables specified in the Scope of Services developed by Contractor (whether alone or jointly with others) for the Town during the term of this Agreement. Consultant may display completed work as part of its portfolio on its website and in social media.

6. Place of Performance

Contractor shall be responsible for maintaining their own office facilities and will not be provided with either office facilities or secretarial support by Town. Contractor shall supply at their own expense, all materials, supplies, equipment, and tools required to accomplish the Services 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 when either personally delivered to or three (3) business days after deposit in the United States mail, certified, postage pre-paid, and addressed as follows:

TOWN:

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

Contractor:

Palindrome Studio
Attn: Hannah Saunders
PO Box 1131
Wilson, WY 83014

All notices hereunder shall include a courtesy copy sent via email to the email address provided above. Either party may, at any time by notice given in writing to the other party, change the address for service of notice.

8. General Provisions

- A. Entire Agreement; Modification. This Agreement embodies and constitutes the entire agreement with respect to the subject matters hereof and all prior or contemporaneous agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated in whole or in part, unless agreed to in writing by the parties.

- B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

- C. Assignment and Delegation. Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties.

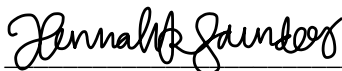
- D. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement,

and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

- E. Governing Law; Jurisdiction; Construction. This Agreement shall be constructed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States District Court for the District of Wyoming. This Agreement was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.
- F. Section Headings. The section headings set forth in this Agreement are solely for the convenience and reference of the parties, and in no way do the headings define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.
- G. Declaration by Independent Contractor. The Contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the Services to be performed under this Agreement.
- H. Governmental Immunity. Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.
- I. Authority. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement.
- J. 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.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives and effective as of the Effective Date.

Palindrome Studio



By: Hannah Saunders

Its: President

Town of Jackson

A municipal corporation

of the State of Wyoming

By: Hailey Morton Levinson, Mayor

ATTEST: Riley Taylor, Town Clerk

EXHIBIT A – SCOPE OF WORK

1. Overview of Services

Contractor will design a document for the Town of Jackson Sustainability Plan. The work product includes the following parameters:

- A. Length: Between 40-100 pages
- B. Section: Between 5-7 sections (one for each Town goal)
- C. Graphics: At minimum, each page will have a graphic/visual element (i.e. different typography treatments, infographics, photos)

2. Specific Services to be Performed

- A. Convene Meetings/Calls: meet with relevant Town staff, as necessary and appropriate, for the duration of the project.
- B. Work Product: Contractor will produce a final document that can be printed, in the form of PDF and/or Adobe InDesign files. Contractor will also produce final assets for use on the website, in the form of JPG and/or PNG files. Contractor also available to provide any other necessary file formats that can be used to populate websites, social media, other electronic medium.
- C. Schedule: Final product delivered to Town by June 1, 2024.

STAFF REPORT



Meeting Date:	March 4, 2024	Meeting Title:	Regular - Consent
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Contract: Westlaw Legal Database Contract	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review a contract for service with Thompson Reuters (DBA Westlaw) for a legal database.

Requested Action.

Staff requests Council review the attached contract.

Recommendations.

Staff recommends Council review the attached contract.

Background.

The Town Legal Department uses a database for legal research. The company that provides the service is Thompson Reuters (DBA Westlaw). The Municipal Court also has access to the database for the Municipal Judge's work. The two departments split the cost.

The current contract expires in October 2024.

Analysis & Key Policy Questions.

In preparation for the upcoming budget cycle, the Town Attorney consulted with Thompson Reuters (DBA Westlaw) representatives about available options to address the upcoming expiration in October and identified the best option, which is to 1) enter a six-month contract (March to October) at the current rate but which provides the Legal and Municipal Court departments access to the next generation legal research tool and 2) then enter the standard 3-year contract for those services at the (higher) standard contract rate beginning in October.

Key Policy Question: Will Council authorize a 6-month contract with Thompson Reuters (DBA Westlaw) to obtain access to next generation legal research tools now and then a 3-year contract for those services?

Staff Recommendation: Staff recommends entering the 6-month contract to obtain the earlier access to the new research tools (at the current contract rate) and entering a standard 3-year contract in October (continuing access to those tools, but at a new contract rate).

Possible Alternatives.

Council could elect not to authorize the 6-month contract in March.

Council could elect not to authorize the 3-year contract in October 2024.

Council could elect not to authorize either contract.

Comprehensive Plan & Priority Alignment.

These service contracts enable the Legal Department to meet Section 8 of the Comprehensive Plan, providing quality community services by "timely, efficiently and safely deliver[ing] quality services and facilities in a fiscally responsible and coordinated manner."

Fiscal Impact.

Authorizing execution of the 6-month contract has zero fiscal impact because it is the same rate as the current contract through to October.

Authorizing execution of the subsequent 3-year contract will have a cost increase of, approximately, \$200.00 per month.

Staff

Impact.

The Town Attorney spent approximately 3 hours following up with an existing service provider in light of the looming expiration of the existing contract.

Attachments or Links.

Thompson Reuters (DBA Westlaw) Contract

Suggested Motion.

I move to authorize the Town Attorney to execute both the Thompson Reuters (DBA Westlaw) Contract attached hereto and the 3-year contract in October for the same services, subject to minor modifications by the Town Attorney.



Order Form

Order ID: Q-08124793

Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000193448
JACKSON TOWN ATTORNEY
PO BOX 1687
JACKSON WY 83001-1687 US

"Customer"

Shipping Address

Account #: 1000193448
JACKSON TOWN ATTORNEY
PO Box 1687
JACKSON WY 83001-1687 US

Billing Address

Account #: 1000193448
JACKSON TOWN ATTORNEY
PO Box 1687
JACKSON, WY 83001-1687
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$1,209.20	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$930.14	6

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-08124793

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 4/13/2024.



Attachment

Order ID: Q-08124793

Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000193448

This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: Colasuonno, Lea

Email: lcolasuonno@jacksonwy.gov

eBilling Contact

Contact Name Lea Colasuonno

Email lcolasuonno@jacksonwy.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000193448	JACKSON TOWN ATTORNEY	JACKSON WY 83001-1687 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)
2	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
2	Attorneys	43102993	Westlaw Precision Preferred with AI-Assisted Research National Primary Law, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Lea	Colasuonno	lcolasuonno@jacksonwy.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$1,209.20	3.00%	\$1245.48	3.00%	\$1282.84	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

STAFF REPORT



Meeting Date:	March 4, 2024	Meeting Title:	Regular Meeting
Submitting Department:	Joint Housing	Presenter:	April Norton
Agenda Item:	Special Restriction for Workforce Ownership Housing Located at 440 W. Kelly Avenue	Public Comment:	Yes

Purpose & Policy Considerations.

The Council will consider and Amended and Restated Special Restriction for Workforce Ownership Housing located at 440 W. Kelly Avenue, Unit 11.

Requested Action.

Approval of the Special Restriction and signed by the Mayor.

Recommendations.

Staff recommends approval of the restriction as attached to this staff report.

Background.

Kelly Place Condos located at 440 W. Kelly Avenue is a public-private partnership that created 12 Workforce homes. Council approved the attached restriction at their February 5, 2024 Regular Meeting. The restriction allows the developer to sell the unit to a business at initial sale and then requires that all subsequent sales go through the Housing Department's weighted drawing process and are sold to an owner-occupier.

Today, the deed restriction for Unit 11 is before Council. The Senior Center of Jackson Hole is purchasing this unit to rent to their employees.

Analysis.

Council already considered and approved this restriction template.

Possible Alternatives.

Alternative to the staff recommendation, the Town Council may reconsider the terms of the restriction.

Comprehensive Plan & Priority Alignment.

- Principle 5.1: Maintain a diverse population by providing workforce housing.

Fiscal Impact.

No impact to the Town.

Staff Impact.

Housing staff have spent approximately 1 hour on this item and the Town Attorney spent approximately 1.5 hours on this item.

Attachments or Links.

- Amended and Restated Special Restriction for Unit 11 Workforce Ownership Housing Located at 440 West Kelly Condominiums Addition to the Town of Jackson

Suggested Motion.

I move to approve the Amended and Restated Special Restriction for Unit 11 Workforce Ownership Housing Located at 440 West Kelly Condominiums Addition to the Town of Jackson, subject to minor edits by the Town Attorney, and authorize the Mayor to sign it.

**Amended and Restated Special Restrictions
For Workforce Ownership Housing
Located at the
440 West Kelly Condominium Addition to the Town of Jackson**

These Amended and Restated Special Restrictions for Workforce Ownership Housing (“Amended and Restated Special Restrictions”) are made this ____ day of _____, 2024 (the “Effective Date”), by the undersigned Owner (“Owner”) and the Town of Jackson, a municipal corporation of the State of Wyoming.

RECITALS:

WHEREAS, Owner holds fee ownership interest in that certain real property, located in the Town of Jackson, Wyoming, and more specifically described as the 440 West Kelly Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, and more specifically described on Exhibit A, attached hereto and incorporated herein by (“Land”);

WHEREAS, as a condition of its approval to develop the 440 West Kelly Condominium Addition to the Town of Jackson as set forth in the B20-0794 issued on April 21, 2021 (the “Approval”), Owner was required to provide Workforce Ownership Housing in accordance with the Approval;

WHEREAS, on _____, 2023 Special Restrictions For Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson were recorded against all units (Unit 1 through 12) within the 440 West Kelly Condominium Addition to the Town of Jackson;

WHEREAS, on December 18, 2023, the Owner requested an amendment to the Special Restrictions For Workforce Ownership Housing Located at the 440 West Kelly Condominium Addition to the Town of Jackson allowing for Units 2, 11, and 12 to be sold one-time at Initial Sale (as defined herein) to businesses that will then be required to rent them to a Qualified Household that meets the Workforce Program requirements and the Town Council approved the amendment with the requirement that Units 2, 11, and 12 be sold at the current list price;

WHEREAS, on _____, 2024, the Town Council approved such request;

WHEREAS, Owner is restricting the following unit within the 440 West Kelly Condominium Addition to the Town of Jackson (“Residential Unit”):

- A. Unit 11, with two (2) bedrooms.

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority (“JTCHA”);

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department (“Housing Department”) who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce these Amended and Restated Special Restrictions;

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Amended and Restated Special Restrictions after construction of the Units, immediately after recordation of the Plat. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Amended and Restated Special Restrictions are filed. To be clear, when used in this Agreement, the term “Owner” shall refer to the Owner signing these Amended and Restated Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term “owner” shall refer to any owner who owns the Residential Unit subsequent to the Owner;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, and consistent with the Town of Jackson’s goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a “Qualified Household,” which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Amended and Restated Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Amended and Restated Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by the Housing Department and the Town of Jackson, Wyoming;

RESTRICTIONS:

NOW THEREFORE, in satisfaction of the conditions in the Approval, and in further consideration of the foregoing Recitals, which are by this reference incorporated herein, Owner hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Land and each Residential Unit shall be owned, used, occupied, developed, transferred and conveyed subject to the following Amended and Restated Special Restrictions in perpetuity.

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Amended and Restated Special Restrictions shall be as set forth in the Rules and Regulations. In the case of a conflict between these Amended and Restated Special Restrictions and the Rules and Regulations, these Amended and Restated Special Restrictions shall apply.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use, and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations (“Qualified Household”) with the following exceptions: i) that upon recordation of these Amended and Restated Special Restrictions the Owner may still hold title to the Residential Unit, and ii) that the Units may be sold one-time at Initial Sale (as defined herein) to businesses that will then be limited to renting them to a Qualified Household that meets the Workforce Program requirements at a sale price not to exceed, but which may be lower than,

\$895,000 and that all subsequent sales must be to a Qualified Household. If, after one (1) year from the Effective Date ("Sales Period"), Owner is unable to sell the Residential Unit, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases. At the conclusion of the Sales Period the Town of Jackson or the Housing Department will have the right to order an appraisal that will be paid for by Owner ("First Appraisal"). Such appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the First Appraisal is less than the Owner's selling price at the time of the First Appraisal, the Owner will be required to adjust the selling price accordingly, will list the Residential Unit for sale at or below the appraised value from the First Appraisal, and the Owner's deadline to sell the Residential Unit shall be extended by 12 months from the date the appraisal is received ("Second Sales Period"). In this Second Sales Period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases. If, after the appraisal and expiration of the Second Sales Period, the Residential Unit has not sold at the appraised price ("Third Sales Period"), then a second appraisal shall be ordered ("Second Appraisal"). The Second Appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the Second Appraisal is less than the First Appraisal, the Owner will be required to adjust the selling price accordingly. If the Second Appraisal is more than the First Appraisal, the selling price shall be reduced by 10% below the First Appraisal. In this Third Sales Period period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases.

For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

1 Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.

A) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

2 Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, as defined above.

3 No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.

4 Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

5 Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.

B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or the Housing Department, or any person affiliated with the Town of Jackson or the Housing Department arising out of these Amended and Restated Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Amended and Restated Special Restrictions.

C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in this Agreement to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy.

1 Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.

2 Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six months.

F. Vacancies. After the Initial Sale, the Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

G. Maintenance. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at Resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.

I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.

J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Amended and Restated Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

K. Periodic Reporting, Inspection. In order to confirm compliance with these Amended and Restated Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Amended and Restated Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

SECTION 4. TRANSFER LIMITATIONS. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified

Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Amended and Restated Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

1 The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.

2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.

3 A Nonqualified Transferee shall comply with these Amended and Restated Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Amended and Restated Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such Resale of a Residential Unit shall be subject to these Amended and Restated Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Amended and Restated Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from

an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Amended and Restated Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the Resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY THAT UPON THE RESALE OF A RESIDENTIAL UNIT, AN OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity to cure that is consistent with the Rules and Regulations:

A. A violation of any term of these Amended and Restated Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.

B. Vacancy of a Residential Unit for more than sixty (60) days continuously.

C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or owner's notification.

D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner or owner's property by a court of competent jurisdiction.

E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a designee of the Housing Department, shall send written notice to Owner or the then current owner of such violation, the required action to cure and the timing for such cure. If Owner or owner disputes the Housing Department's decision, Owner or owner shall proceed in accordance with the Rules and Regulations.

SECTION 9. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

1 The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Amended and Restated Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x $[6/(16-4)]$...Purchase Price x .50.

2 If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

B. Forced Sale. The Housing Department may require an owner to sell the Residential Unit in accordance with the Resale procedures set forth in these Amended and Restated Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Amended and Restated Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner or owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on Owner or owner's behalf;

EIGHTH, to any repairs needed for the Residential Unit; and

NINTH, any remaining proceeds shall be paid to Owner or owner.

If there are insufficient proceeds to satisfy the foregoing, Owner or owner shall remain personally liable for such deficiency.

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

F. Equitable Relief. The Housing Department shall have the right of specific performance of these Amended and Restated Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Amended and Restated Special Restrictions or under the laws of the State of Wyoming.

G. Enforcement. The Housing Department may, for purposes of enforcing these Amended and Restated Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:

- 1 (i) Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of One Hundred percent (100%); or (ii) is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

2 runs in favor of a "Qualified Mortgagee," defined as:

- i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
- ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
- iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or
- iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit; or
- v. the provider of a loan as described in Section 10(A)(1)(i).

B. Any mortgage, lien, or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:

- 1 be deemed unsecured; and
- 2 only be a personal obligation of Owner or owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation the right of the Housing Department to purchase and to force a sale.

C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:

- 1. Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Amended and Restated Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner shall also be liable to the Housing Department for any amounts advanced.
- 2. Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.

3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Amended and Restated Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THESE AMENDED AND RESTATED SPECIAL RESTRICTIONS.

SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF AMENDED AND RESTATED SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson. These Amended and Restated Special Restrictions may be terminated after a determination by the Town of Jackson that these Amended and Restated Special Restrictions are no longer consistent with the Town's goals for affordable housing.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Amended and Restated Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

- 1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
- 2 The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.
- 3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
- 4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.
- 5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict Owner's or an owner's right of statutory redemption, in which

event, if Owner or an owner redeems, these Special Restrictions shall remain in full force and effect.

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming.

D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

SECTION 13. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

Jackson/Teton County Affordable Housing Department
P.O. Box 714 Jackson, WY 83001

With a Copy to:

Town of Jackson
Attn: Town Clerk
PO Box 1687
Jackson, WY 83001

To Owner

To the address of record in the Teton County Assessor/Clerk's office

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 18. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever, unless such damage or injury is caused by the willful act or gross neglect of the Town, its employees or agents, on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, unless otherwise provided herein.

SECTION 20. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

**440 W Kelly Partners, LLC,
a Wyoming limited liability company**

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

Witness my hand and official seal.

Page 14 of 17

TOWN OF JACKSON:

By: Hailey Morton Levinson, Mayor

ATTEST

Riley Taylor, Town Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, Mayor for the Town of Jackson, Teton County, Wyoming, and Riley Taylor, Town Clerk for the Town of Jackson, a Wyoming municipality and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.

(seal)

Notary Public

(Acknowledgement as to form)

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

Witness my hand and official seal.

Notary Public

EXHIBIT A

440 West Kelly Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, which includes the following unit:

Unit 11 – PIDN: _____

STAFF REPORT



Meeting Date:	March 4, 2024	Meeting Title:	Regular Meeting
Submitting Department:	Joint Affordable Housing	Presenter:	Kristi Malone
Agenda Item:	Consideration of Consent to Abandon Surface Water Rights at Parkside Affordable Housing Development	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council ("Council") is requested to consider consent to abandon all water rights appurtenant to the Parkside at Benson-Brown Station Affordable Housing site. A formal petition for voluntary abandonment was approved by the Teton County Board of County Commissioners and submitted to the Wyoming State Board of Control. Consent from Town of Jackson is also required as the boundary of the water rights extend into Mike Yokel Park, which is owned by the Town of Jackson.

Requested Action.

Consent to voluntary abandonment of two permitted surface water rights applicable to the Parkside Affordable Housing site and Mike Yokel Park.

Recommendations.

Staff recommends approval and execution of the attached consent forms.

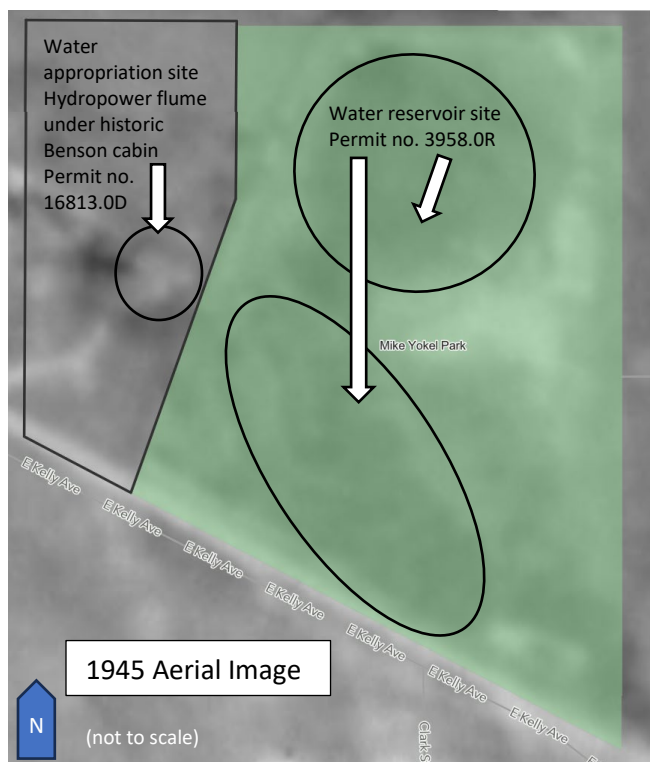
Background.

Teton County is partnering with Habitat for Humanity of the Greater Teton Area (Teton Habitat) to develop 18 Affordable townhomes as the Parkside at Benson-Brown Station neighborhood. For completion of construction and purchase of townhomes by future residents, Teton Habitat will subdivide the site into townhome lots. WY Stat § 18-5-306 (2022) subsection xi requires that the use and location of any water rights appurtenant to land that is subdivided be clearly defined, so we must complete a definition process for all existing water rights at the Parkside location now. Statutory options for completing the process are: voluntary abandonment of water rights, change of location or use of the water, or a plan for how the water will be divided for use among (or not among) the new parcels created via subdivision.

As the first location of commercially available electricity in the Town of Jackson, historic hydropower water rights were issued by the State of Wyoming for the site where the Parkside development is currently located and extend into Mike Yokel Park for purposes of water retention. Housing Department staff worked with the Administrator of the WY Surface Water Division to determine viable options for restoring or reallocating use of the water rights, if they could be of material or financial benefit to the Town of Jackson and/or Teton County. It is the opinion of the State Administrator that, according to WY Stat § 41-3-401 (2015), failure to use water for the beneficial purposes for which it was appropriated for a period of five successive years is considered informal abandonment of the water right. In their opinion, to access the change of use or place of use options presented in WY Stat § 41-3-104 (1997), use of the water for its original beneficial purpose at its original location needs to be reactivated for 3-5 years. At the Parkside location, it has been decades since the historic water rights have been used (meaning they are already informally abandoned) and ongoing development on-site does not support reactivation of the original hydropower use of the water at its original location. By process of elimination, the only viable option to define the use and location of existing water rights is voluntary abandonment.

Historic documentation of the hydropower plans and permits prepared by E.C. Benson in the 1920s were retrieved from State archives by a gracious local engineer and will be made available for public viewing in a future exhibit on-site, along with the actual hydropower pump that was excavated during on-site relocation of the Benson-Brown cabin.

The physical location of the ditch will be rerouted for surface presentation along the western edge of Mike Yokel Park for the enjoyment of park visitors. Conveyance of the ditch through the Parkside site will be culverted underground at the northern edge to increase buildable area and continue uninterrupted flows to downstream users.



Analysis.

Currently, the water rights subject to formal abandonment are not of value materially or financially. To reinstate these water rights and access their value as a physical resource or transfer/sell, significant investment is required in reestablishing and operating a hydropower station at this site.

Possible Alternatives.

Alternatively, the Town of Jackson could build a hydropower plant in Mike Yokel Park that meets the permitted appropriation standards, operate for 3-5 years, and either continue operations indefinitely or apply to the State Board of Control for change of location or use of the water rights.

Comprehensive Plan & Priority Alignment.

Comprehensive Plan Policy:

- Emphasize a variety of housing types, including deed-restricted housing. 4.1.b
- House at least 65% of the workforce locally. 5.1.a
- Focus housing subsidies on full-time, year-round workers. 5.1.b
- Provide a variety of housing options. 5.2.a
- Create workforce housing to address remaining shortages. 5.3.c

Housing Action Plan Initiative:

- Provide land as a public subsidy and build development partnerships. 2B
- Allow for supply of workforce housing by removing barriers. 5A
- Incentivize the supply of restricted housing. 5B

Fiscal Impact.

None—staff has confirmed with the Administrator of the WY Surface Water Division that these water rights have no value unless the historic hydropower use is reinstated on site and operational for up to five years, after which the use of the water rights could be conveyed for an alternative use.

Staff Impact.

Housing Staff spent approximately 10 hours searching water rights appurtenant to the subject land, meeting with the Administrator of the WY Surface Water Division to discuss options, and preparing staff reports with attached documentation for both the BCC and Town Council.

Attachments or Links.

- Consent Forms for Applicable Voluntary Abandonment of Surface Water Rights (for Town Council signature)
- Copies of Petitions approved by Teton County Board of County Commissioners

Suggested Motion.

I move to consent to abandon the described existing surface water rights appurtenant to the land on which the Parkside at Benson-Brown Station development and Mike Yokel Park are located and have the Mayor execute the attached Consent Form.

CONSENT TO PETITION

The undersigned individual(s) is an owner of lands within the record description of the Edward C. Benson Appropriation under Permit No. 3958.0R, Proof No. 19163, original supply from Cache Creek, through the Benson Reservoir, with priority of February 13, 1924. The undersigned individual(s) has read, understands, and hereby knowingly and voluntarily gives consent to the Petition of Teton County to the State Board of Control for Voluntary Abandonment of the above-referenced appropriation in its entirety. Unless this Petition is amended prior to a final decision, the undersigned also hereby waives any further notice requirements related to this Petition.

STATE OF WYOMING)
)
COUNTY OF _____) SS

I have read, understand, and give my consent to the above-referenced Petition filed by Teton County, Wyoming.

CONSENTER (Signed) _____
(Printed) _____
(Company Name/Position) _____

The foregoing instrument was acknowledged before me by _____, this
_____ day of _____, _____. Witness my hand and official seal.

Notarial Officer
My commission expires: _____.

CONSENT TO PETITION

The undersigned individual(s) is an owner of lands within the record description of the Edward C. Benson Appropriation under Permit No. 16813.0D, Proof No. 19164, original supply from Cache Creek and secondary supply from water stored in Benson Reservoir, through the Benson Flume, with priority of February 13, 1924. The undersigned individual(s) has read, understands, and hereby knowingly and voluntarily gives consent to the Petition of Teton County to the State Board of Control for Voluntary Abandonment of the above-referenced appropriation in its entirety. Unless this Petition is amended prior to a final decision, the undersigned also hereby waives any further notice requirements related to this Petition.

STATE OF WYOMING)
) SS
COUNTY OF _____)

I have read, understand, and give my consent to the above-referenced Petition filed by Teton County, Wyoming.

CONSENTER (Signed) _____

(Printed) _____

(Company Name/Position) _____

The foregoing instrument was acknowledged before me by _____, this
_____ day of _____, _____. Witness my hand and official seal.

Notarial Officer

My commission expires: _____.

PETITION FOR VOLUNTARY)
ABANDONMENT OF THE BENSON)
RESERVOIR, PERMIT NO. 3958.0R,)
DIVERTING FROM CACHE CREEK,)
TRIBUTARY OF FLAT CREEK, THROUGH)
THE BENSON RESERVOIR, WITH)
PRIORITY OF FEBRUARY 13, 1924.)

BEFORE THE
STATE BOARD OF CONTROL
CHEYENNE, WYOMING

O.R. ____, P. ____; C.R. ____, P. ____; PROOF NO. ____

STATE OF WYOMING)
) SS
COUNTY OF TETON)

COMES NOW Teton County, Wyoming, an established and duly constituted county of the State of Wyoming, whose address is P.O. Box 1727 Jackson, Wyoming, 83001, who being duly sworn on oath according to law does hereby make the following statement of facts and petition:

1. THAT they are the owner of the appropriation for which voluntary abandonment is sought as evidenced by the attached proof of ownership from the County Clerk of Teton County, Wyoming.
2. THAT the appropriation for which voluntary abandonment is sought is the Benson Reservoir, Permit No. 3958.0R, adjudicated under Proof No. 19163, in the amount of 5.46 a.f. for hydropower, diverting from Cache Creek, tributary Flat Creek, through the Benson Reservoir, with a priority of February 13, 1924, and of record in Order Record 6, page 589; Certificate Record 45, page 170; describing the point of use as follows:

Township 41 North, Range 116 West
Section 34: SE $\frac{1}{4}$ NW $\frac{1}{4}$ 5.46 acre-feet

3. THAT Benson Reservoir no longer exists and water from Cache Creek is not currently being diverted and beneficially used and will not be diverted and beneficially used in the future.
4. THAT consent will be sought from the Town of Jackson.
5. THAT no fees are required for this petition.
6. THAT a properly prepared map is not required for the voluntary abandonment of this appropriation in its entirety.
7. THAT the granting of this petition will not injure any other appropriators.

IT IS THE PRAYER of your petitioners to declare their intention to voluntarily abandon the appropriation described above in Paragraph 2 and request that a proper Order of the Board be entered declaring such abandonment.

Respectfully submitted,

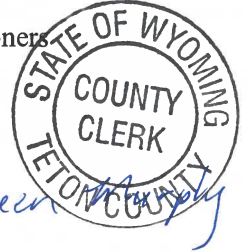
Luther Propst

Luther Propst, Chair
Teton County Board of County Commissioners

ATTEST:

Rose Robertson on behalf of Maureen E. Murphy

Maureen E. Murphy, Teton County Clerk



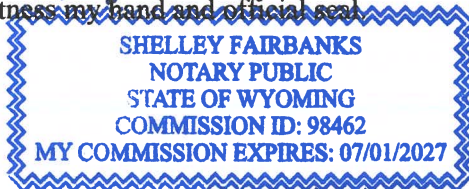
STATE OF WYOMING)

COUNTY OF TETON)

SS

The foregoing instrument was acknowledged before me by Luther Propst, Chair of the Teton County Board of County Commissioners and ~~Maureen E. Murphy~~ ^{Deputy} Teton County Clerk, this 16 day of February, 2024. Rose Robertson

Witness my hand and official seal



My commission expires: 07/01/2027

Shelley Fairbanks
Notarial Officer

PETITION FOR VOLUNTARY)
ABANDONMENT OF THE EDWARD C.)
BENSON APPROPRIATION, PERMIT NO.)
16813.0D, DIVERTING FROM CACHE)
CREEK, TRIBUTARY OF FLAT CREEK,)
AND WATER STORED IN BENSON)
RESERVOIR (P3958.0R), THROUGH THE)
BENSON FLUME, WITH PRIORITY OF)
FEBRUARY 13, 1924.

BEFORE THE
STATE BOARD OF CONTROL
CHEYENNE, WYOMING

O.R. ____, P. ____; C.R. ____, P. ____; PROOF NO. ____

STATE OF WYOMING)
) SS
COUNTY OF TETON)

COMES NOW Teton County, Wyoming, an established and duly constituted county of the State of Wyoming, whose address is P.O. Box 1727 Jackson, Wyoming, 83001, who being duly sworn on oath according to law does hereby make the following statement of facts and petition:

1. THAT they are the owner of the appropriation for which voluntary abandonment is sought as evidenced by the attached proof of ownership from the County Clerk of Teton County, Wyoming.
2. THAT the appropriation for which voluntary abandonment is sought is the Edward C. Benson Appropriation, Permit No. 16813.0D, adjudicated under Proof No. 19164, in the amount of 13.88 c.f.s. for hydropower, diverting from Cache Creek, tributary Flat Creek, and water stored in Benson Reservoir (P3958.0R), through the Benson Flume, with a priority of February 13, 1924, and of record in Order Record 6, page 589; Certificate Record 45, page 171; describing the point of use as follows:

Township 41 North, Range 116 West
Section 34: SE $\frac{1}{4}$ NW $\frac{1}{4}$ 13.88 c.f.s

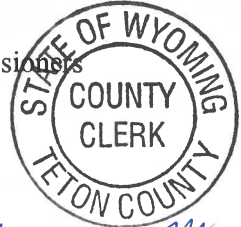
3. THAT Benson Reservoir no longer exists and water from Cache Creek is not currently being diverted and beneficially used and will not be diverted and beneficially used in the future.
4. THAT consent will be sought from the Town of Jackson.
5. THAT no fees are required for this petition.
6. THAT a properly prepared map is not required for the voluntary abandonment of this appropriation in its entirety.
7. THAT the granting of this petition will not injure any other appropriators.

IT IS THE PRAYER of your petitioners to declare their intention to voluntarily abandon the appropriation described above in Paragraph 2 and request that a proper Order of the Board be entered declaring such abandonment.

Respectfully submitted,

Luther Propst

Luther Propst, Chair
Teton County Board of County Commissioners



ATTEST:

Rose Robertson on behalf of Maureen Murphy

Maureen E. Murphy, Teton County Clerk

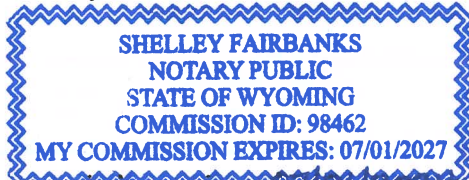
STATE OF WYOMING)

COUNTY OF TETON)

SS

The foregoing instrument was acknowledged before me by Luther Propst Chair of the Teton County Board of County Commissioners and ~~Maureen E. Murphy~~, Teton County ~~Clerk~~ Deputy Clerk this 16 day of February, 2024. Rose Robertson

Witness my hand and official seal.



My commission expires: 07/01/2027

Shelley Fairbanks
Notarial Officer

STAFF REPORT



Meeting Date:	March 4, 2024	Meeting Title:	Regular Council Meeting
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	Request for a Subdivision Plat for the Parkside Townhome Addition at the property addressed at 445 E. Kelly Avenue (Item P23-194)	Public Comment:	Yes

Purpose & Policy Considerations.

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, Habitat for Humanity, is requesting approval of a Subdivision Plat for the Parkside at Benson Brown Station Townhome Addition at the property addressed at 445 E. Kelly Avenue (existing Lots 1-6). Specifically, the request seeks to subdivide each of the 6 lots into 3 townhomes and a common area lot (18 townhomes total), along with creating a "Historic Cabin Area" for the historic Benson/Brown cabin.

Recommendations.

The Planning Director recommends **approval** of a Subdivision Plat for the Parkside at Benson Brown Station Townhome Addition at the property addressed at 445 E. Kelly Avenue (existing Lots 1-6), subject to the Land Development Regulations, the department reviews attached hereto, and the following condition(s) of approval:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities in the Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.
2. Park and School Exaction fees shall be paid prior to recording the plat.
3. The County shall work with the Town of Jackson regarding the historic Benson Home on Lot 99 to determine what, if any, permits are needed in the future to establish an approved use.
4. The applicant shall work with the Housing Department on the draft deed restriction and bring a final version of the deed restriction back before the Council for review and mayoral signature.

Project Location.

The properties are addressed as 445 E. Kelly Avenue and legally described as Lots 1-6, 445 E Kelly Avenue Addition to the Town of Jackson. An aerial photo is shown on the following page:



Background/Project Description.

Background

The subject property is located within the Neighborhood Low Density – 5 (NL-5) zoning district. The site consists of 6 lots (1.08 acres total) The Benson Home, which was designated as a historically significant structure through the Town's new historic designation process (P21-289), has been relocated to the southeastern corner of the property. Below is a summary of all approvals for the subject property:

- On December 21, 2021, the Planning Director approved a request to designate the Benson Home to the Jackson Historic Register (P21-289).
- On January 25, 2022, The Planning Director approved two Administrative Adjustments (P21-327 & P22-014) for the historic Benson Home to reduce the eastern side yard structure setback from 10' to 5' and to reduce the southern front yard structure setback from 20' to 15'. This request was granted to provide flexibility for the relocation of the Benson Home to the southeastern corner of the property.
- On February 7, 2022, the Town Council approved a Development Plan (P21-290) for a future 6-lot subdivision of the original 2 parcels. The lots range in size from 7,590 sf – 8,389 sf and each lot has a potential maximum density of 3 units. Vehicular access will remain off East Kelly Avenue which leads to a private parking lot with 27 surface parking spaces. The Development Plan was approved with the following 4 conditions which have either been satisfied or will be satisfied as part of the building permit process:
 - 1) If the applicant does not submit a Subdivision Plat application within 18 months of Development Plan approval, the Development Plan will expire.
 - 2) All habitable structures shall be fire sprinklered as long as the development does not include a fire turnaround.
 - 3) Upon submittal of the first building permit(s), the applicant shall provide an overall phasing plan and construction management plan.
 - 4) Upon submittal of the first building permit(s), the applicant shall demonstrate compliance with the snow storage standards in LDR Section 6.2.5.C.

- On October 3, 2022, the Town Council approved a Subdivision Plat (P22-066) for the 445 E Kelly Avenue Addition to the Town of Jackson which created 6 lots from the original 2 parcels of land. The subdivision plat was found to be in substantial compliance with the LDRs and previously approved Development Plan.
- Thus far the Town has issued building permits for twelve (12) of the eighteen (18) townhomes. The Town expects building permits for the last 6 townhomes to be submitted in early 2024. The applicant is hoping to obtain its first Certificates of Occupancy this spring.

Project Description

The applicant is requesting approval of a Subdivision Plat for the Parkside at Benson Brown Station Townhome Addition at the property addressed at 445 E. Kelly Avenue (existing Lots 1-6). Specifically, the request seeks to subdivide each of the 6 lots into 3 townhomes and a common area lot (18 townhomes total). The historic Benson Home will remain in the common area of Lot 100 but will be within a newly created “Historic Cabin Area” separating it from the HOA. The CC&Rs and Certificate of Owner section of the plat clarify that Teton County will own and maintain the Benson/Brown cabin.

Analysis.

Staff finds that as conditioned, the proposed subdivision plat is in conformance with all past approvals and all applicable LDRs. All of the land within the proposed subdivision, both the 18 platted lots and common areas, will continue to be owned by Teton County, who as part of this plat will enter into a ground lease with Habitat for Humanity, who will then work directly with the individual owners of the 18 units. The affordable deed restriction that will be placed on all 18 units has been satisfactorily reviewed by the Teton County Housing Department, even though the type of deed restriction is specific to Habitat for Humanity. At this time only a draft of the deed restriction has been provided but staff has added a condition of approval requiring a final version of the deed restriction be brought back before the Town Council for review and mayoral signature.

Regarding the historic Benson/Brown cabin, the plan all along was to restore it and relocate it to the southeastern corner of the development on a new foundation. However, the structure has not been approved for occupancy for any particular use, leaving it uninhabitable at present. The future use of the Benson Home is still unknown but when the County determines its intended use, the County will likely require additional planning and building permits & approvals. For example, there has been discussion that perhaps the cabin could be incorporated into Mike Yokel Park and managed by the Parks and Recreation Department for public benefit but all such conversations have been highly conceptual. As proposed, the historic cabin is located within the common area of Lot 100 but will be within a newly created “Historic Cabin Area” that is further defined in the Certificate of Owners section of the plat and the CC&Rs. Essentially, the “Historic Cabin Area” will ensure that the cabin will not be part of the Parkside Homeowner’s Association and further clarifies that the cabin will be owned and managed separately by Teton County.

Overall, staff finds that the proposed plat is in substantial conformance with the approved Development Plan, even with the Benson/Brown cabin, because the historic cabin does not count as an additional dwelling unit under LDR Sec. 5.9.6.C.3.c and has no parking or access requirement at this time because it is not approved for any use. If the Benson cabin is proposed for residential occupancy (or other occupancy) in the future, then the landowner will be required to meet all applicable LDRs. Staff does not anticipate any substantial issues with this type of phased approach with the Benson cabin. Park and School Exactions are required to be paid for 12 of the 18 new lots since the 6 existing lots carry a credit. Park Exactions for 12, 2-bedroom townhomes are estimated to be \$24,300.00 and School Exactions are estimated to be \$18,000.00. Staff has added four conditions of approval for this plat which are all listed on the first page of this staff report.

Comprehensive Plan & Priority Alignment.

Pursuant to Section 8.5.3.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. As conditioned, staff finds the proposed subdivision plat to be in substantial conformance with the approved Development Plan (Item P22-066).

2. **Complies with Section 8.5.3.** *The proposed Subdivision Plat shall comply with Section 8.5.3 – Subdivision Plat.*

Complies. Staff finds that the proposed subdivision plat complies with the standards of Section 8.5.3 – 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. As conditioned, the proposed subdivision meets the standards laid out in 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 the proposed subdivision complies with the provisions of the LDRs and meets the minimum lot size requirement. In addition, the subdivision complies with all other Town Ordinances.

Fiscal Impact.

Park Exactions - \$24,300.00

School Exactions - \$18,000.00

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

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

I move to **approve** Subdivision Plat (P23-194) for the Parkside at Benson Brown Station Townhomes Addition at the property located at 445 E. Kelly Avenue (existing Lots 1-6) based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated March 4, 2024.

FODOR LAW OFFICE, PC



February 13, 2024

Via Email Only

Town of Jackson, Planning & Building Department
c/o Tyler Valentine
Email: tvalentine@jacksonwy.gov

RE: Parkside at Benson-Brown Station Plat Application; P23-145

Dear Tyler:

Thank you for providing staff comments on the above-referenced plat. We have reviewed and addressed staff comments on the Benson-Brown Townhome plat application. Please find enclosed an updated Plat and updated set of CC&Rs. We have made no substantive changes to the other documents submitted with the original application, though the dates of the plat noted in the Acknowledgement documents will be updated prior to execution. With regard to the CC&Rs, we are in the process of updating Exhibit A (parking area) with a simplified exhibit simply showing the driveway, parking area and parking spaces. The driveway and parking area have not changed, but the exhibit currently included in Exhibit A has extraneous details and construction notes that are unnecessary. Exhibit B will be a legal description of the Historic Cabin Area.

The plat has been updated to address staff comments and to remove Lot 99, which includes the historic Benson Home, as a separate lot. This area, including the historic structure, are designated on the enclosed plat and in the CCRs as the Historic Cabin Area. This Area, though part of Common Area Lot 100, will not be subject to the townhome subdivision's CC&Rs. This Area, and the Benson Home, will continue to be maintained by the County rather than the townhome HOA.

The updated materials address the staff comments as follows:

- County Clerk: We have updated the Plat to note *Town* Planning Director.
- Engineering:
 - NOTES. The stormwater note on the Plat has been updated as suggested.
 - CERTIFICATE OF ENGINEER. Stormwater utilities have been added to the Certificate of Engineer.
 - CERTIFICATE OF SURVEYOR. The additional detail is necessary and will remain in the Certificate.
 - Certificate of Owner. (1) We have added a clarifying note to the plat detailing the ownership structure of this subdivision. We have also included reference to the recorded ground lease and development agreement between Habitat for Humanity and Teton County. The common area lots will not be conveyed to the HOA. All lots within the subdivision will continue to be owned by Teton County. (2) We have revised to state "hereby". (3) Recorded Ground Lease and Development Agreement recordation information has been added. (4) We have added a clarifying note detailing the ownership structure of this subdivision.
 - PLAT SHEETS. Please see the enclosed responses from Enclosure Surveying.

FODOR LAW OFFICE, PC



- Planning Department Comments:
 - Minimum Lot Size. We are no longer carving off Lot 99 as a separate lot and therefore will not be recording an historic preservation easement against Lot 99.
 - Landscape Surface Ratio. The subdivision will not impact the Development Plan and requirements of the approved Development Plan, including required landscape surface ratio.
 - Setbacks. We have removed the lot line between Lots 100 and 99.
- Survey Review:
 - Please see the enclosed responses from Enclosure Surveying.
- Title 22 Review
 - The enclosed, updated plat vacates the prior plat (Plat 1444), including the broad access and utility easement shown thereon. In lieu of this, access is granted to all lots, lot owners, unit owners, and Habitat (and all successors and assigns) via the plat and the CCRs.
 - The CCRs, Exhibit A, shows how access will be taken off of Kelly Avenue and the onsite parking. We are in the process of preparing a simplified exhibit showing the driveway off of Kelly Avenue and the parking area, including all parking spaces. In addition to the general access easements granted via the CCRs and Plat, we have also granted a specific access easement within the CC&Rs benefitting all lot owners, unit owners and Habitat (heirs, successors and assigns) allowing ingress and egress over this driveway and parking area.
 - Lots 101, 102, and 103 will take access the same as all other townhome lots in the subdivision—that is, over the common driveway easement.
 - Parking will be shown in an exhibit to the CCRs (Exhibit A). The exhibit will be similar to the Exhibit A enclosed herein, though it will be simplified to remove construction-related detail.

We will also be submitting Special Restrictions for Affordable Housing for this project. We are working with the County (as landowner) and the Housing Department to finalize these Restrictions for the Town's review and approval. These Restrictions will apply to each of the 18 townhome units and will be similar in form to the Special Restrictions included in other Habitat projects in Town.

Thank you and please contact me with any questions.

Regards,


Fodor Law Office, PC
Stefan J. Fodor

Encl.



Parkside Plat Review Comment Responses

2/8/2024

Engineering Review - Plat Sheets:

- 1) Distances along east side of Lot 100 and Historic Cabin Lot were revised.
- 2) Access easement from Plat 1444 has been removed along with associated bearing and distance labels. Bearing and distance labels along lines with dimensioned easements now denote the length of the line segment independent of the easements.
- 3) LCE information is now shown only in the details.
- 5) The back decks are drawn to the dimensions shown on the planset provided to the surveyor; the builder has agreed to match dimensions shown on plat. The builder confirmed that front decks will be the same dimension for all buildings. Front deck dimensions are to edge of decking and have been revised to match as-built measurements for those constructed and builder has agreed to match plat for remaining front decks. A site visit on 2/8/2024 confirmed this on the ground.
- 6) A second tie to common area lots has been added to each townhome lot.
- 7) Dimensions to interior townhome lot lines have been added.
- 8) The North arrow is now centered as it applies to both plat map area and details. Separate scale bars have been added to the plat map area and details.
- 9) A note has been added clarifying which elements of the structure correspond to the townhome lot lines
- 10) The access easement has been removed and the common area lot corners will be monumented. Due to construction activities only a subset of the monuments called for on Plat 1444 were set. It is suspected that additional construction activities may have disturbed some of those monuments set for Plat 1444, as well as some original monuments. Enclosure Surveying will revisit all relevant property corners to confirm whether any previously found monuments need to be replaced. Monument symbols will be updated accordingly prior to recording and monumenting this townhome plat.
- 11) Rounding error along exterior west line of Plat 1444 corrected on this survey.

Survey Review:

- 1) Plat sheet numbering has been corrected.
- 2) The surveyor's logo has been changed to B&W.
- 3) North arrow has been added to vicinity map.
- 4) Reference to Plat 1444 added to basis of bearings on map page and in Certificate of Surveyor.
- 5) Teton County plane coordinates have been added to two points.



- 6) Two PLSS corner ties are now shown on this plat.
- 7) The purpose of the TOJ sewer easement is now shown on the plat.
- 8) The exterior face of the stem walls and the edge of decking on front decks define the boundaries of the townhome lots.
- 9) Utility company names have been added to the appropriate Certificate of Owner note.

State of Wyoming))) ss
County of Teton)

BEGINNING at a point on the northerly right-of-way line of East Kelly Avenue, as marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap with illegible markings, said point lying N 23°36'49" W, 1118.11 feet from the C1/4 corner of said Section 34 where is found a 2.5-inch diameter steel pipe with a 3.25-inch diameter BLR brass cap with appropriate details;

THENCE N 0°22'26" E, 315.97 feet, to a point marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PE & LS 578";

THENCE S 89°52'41" E, 159.94 feet, to a point marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PE & LS 578";

THENCE S 0°28'13" W, 136.50 feet, to a point marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PE & LS 578";

THENCE S 19°41'07" W, 235.72 feet, to a point lying on said northerly right-of-way line marked by a Mag Nail with survey washer inscribed "PLS 10052";

THENCE N 62°16'46" W, 92.04 feet, along said northerly right-of-way line to the POINT OF BEGINNING.

The basis of bearings for this survey is S 89°52'41" E between the northwest corner of lot 500 and the northeast corner of Lot 400 as shown hereon and in accordance with Plat No. 1444.

Notary Public My commission expires:

State of Wyoming))) ss
County of Teton)

Notary Public
My commission expires:

State of Wyoming))
County of Teton) ss
Town of Jackson)

GROUND LESSEE SIGNATURE BY SEPARATE AFFIDAVIT
Teton Habitat for Humanity – Kris Greenville, Executive Director

State of Wyoming))
County of Teton) ss
Town of Jackson)

Notary Public
My commission expires:

Notary Public
My commission expires:

Witness my hand and official seal

Notary Public
My commission expires:

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS, EXCEPT IN ACCORDANCE WITH AND AS PERMITTED BY THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

SCALE: 1" = 300

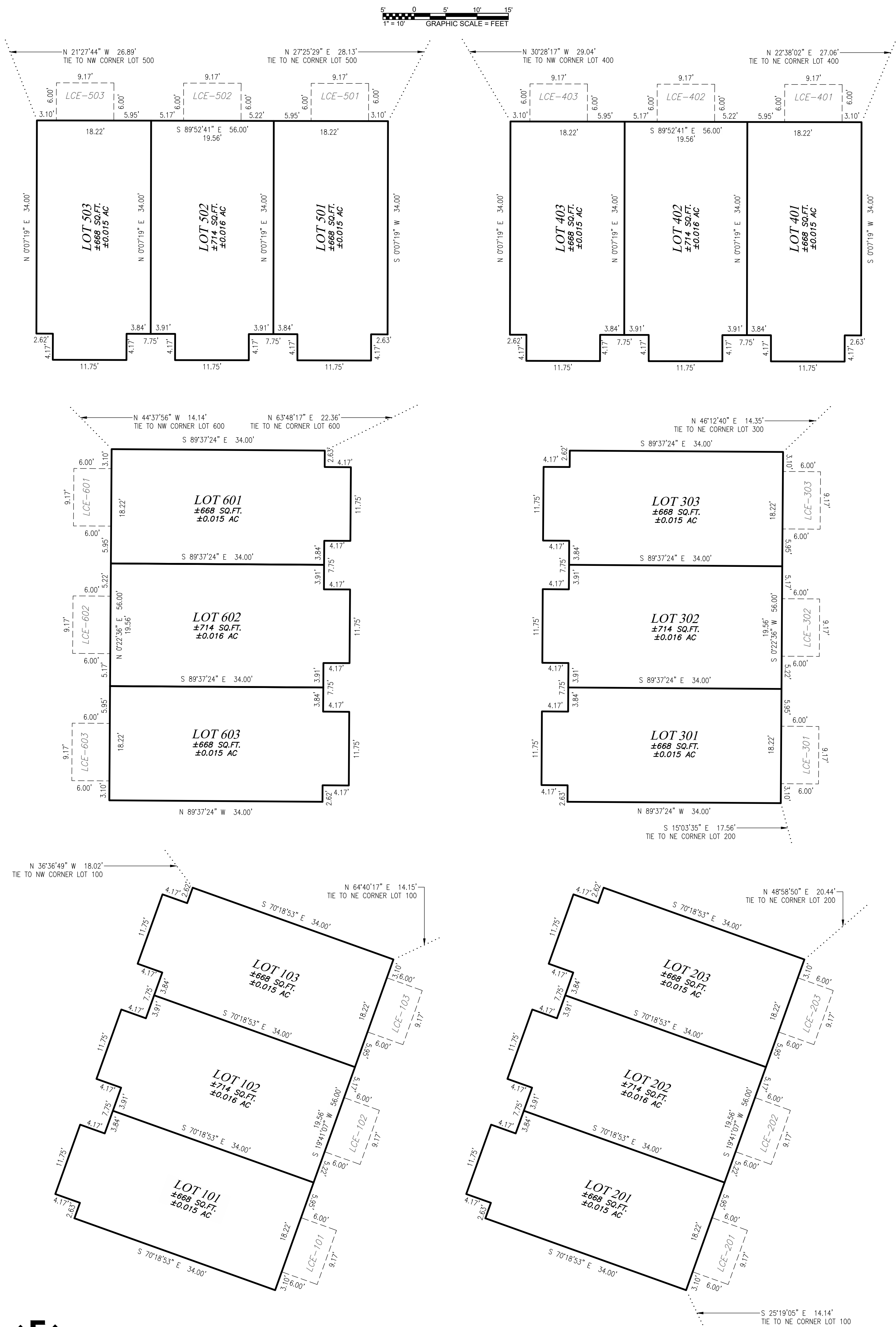


PREPARATION DATE: SEPTEMBER 20, 2023
FINAL REVISION DATE:

Sheet 1 of 2



DETAILS OF TOWNHOME LOTS AND LIMITED COMMON ELEMENTS



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 36°36'49" W	18.02'
L2	N 64°40'17" E	14.15'
L3	S 25°19'05" E	14.14'
L4	N 48°58'50" E	20.44'
L5	S 15°03'35" E	17.56'
L6	N 46°12'40" E	14.35'
L7	N 22°38'02" E	27.06'
L8	N 30°28'17" W	29.04'
L9	N 27°25'29" E	28.13'
L10	N 21°27'44" W	26.89'
L11	N 44°37'56" W	14.14'
L12	N 63°48'17" E	22.36'

LEGEND

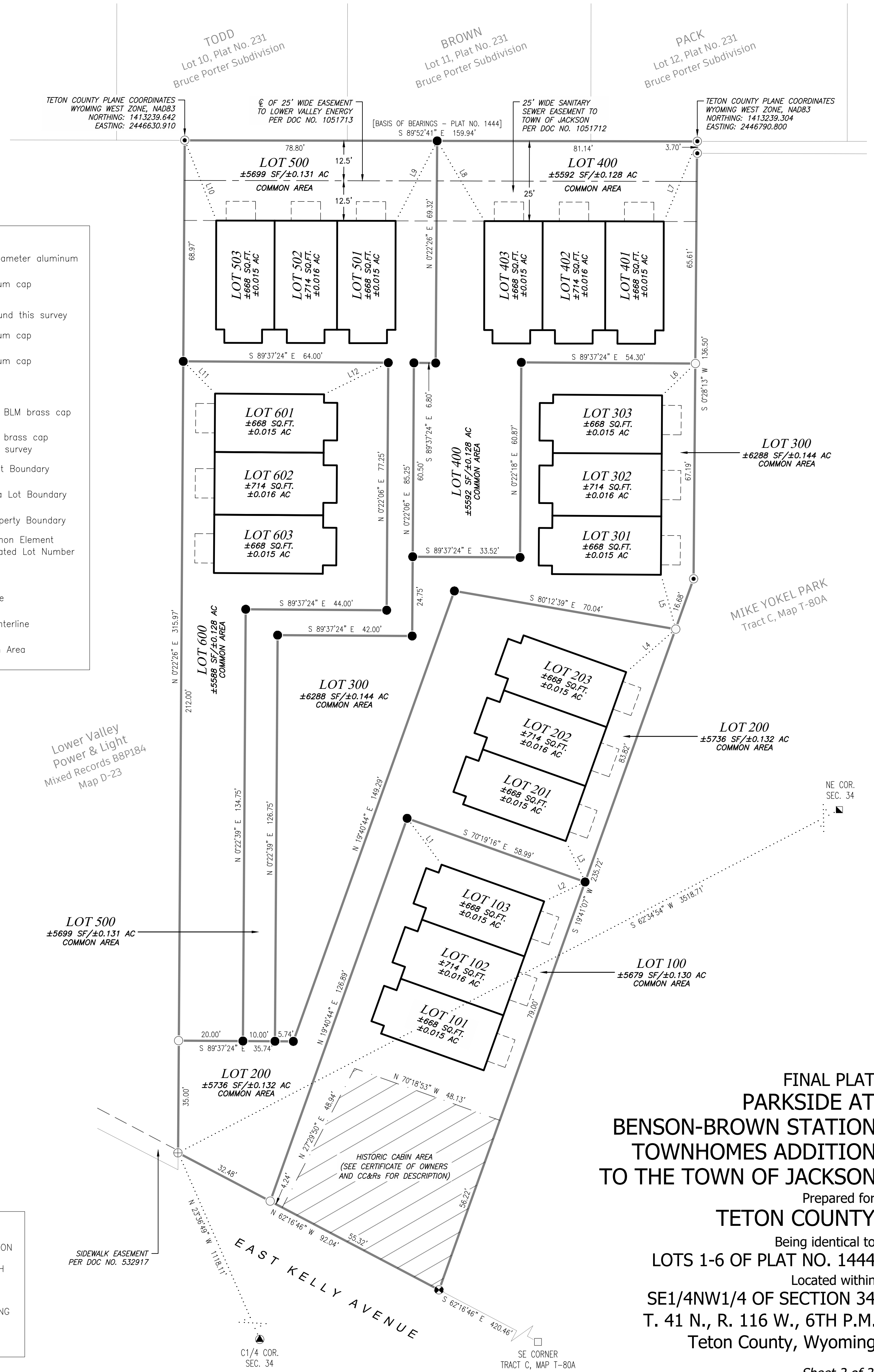
- 24-inch long, 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 16012" set this survey
- 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 10052" found this survey
- Mag Nail with survey washer inscribed "PLS 10052" found this survey
- 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PE&LS 578" found this survey
- 5/8-inch diameter rebar with 2-inch diameter aluminum cap with illegible markings found this survey
- 5/8-inch diameter rebar found this survey
- 2.5-inch diameter metal pipe with 3.25-inch diameter BLM brass cap inscribed with appropriate details found this survey
- 2.5-inch diameter metal pipe with 3.25-inch diameter brass cap inscribed "RLS 164" with appropriate details found this survey
- Townhome Lot Boundary
- Common Area Lot Boundary
- Adjoining Property Boundary
- Limited Common Element (X) = Associated Lot Number
- Tie Line
- Easement Line
- Easement Centerline
- Historic Cabin Area



NOTES

ALL BEARINGS ALONG TOWNHOME LOTS AND LIMITED COMMON ELEMENTS NOT SHOWN HEREON ARE PERPENDICULAR OR PARALLEL TO THOSE BOUNDARIES OF THE SAME LOT WHICH ARE LABELED WITH A BEARING.

EXTERIOR OF TOWNHOME LOTS ARE COINCIDENT WITH THE EXTERIOR FACE OF STEM WALLS AND THE EDGE OF DECKING OF FRONT DECKS. INTERIOR TOWNHOME LOT LINES ARE COINCIDENT WITH CENTER OF PARTY WALLS.



FINAL PLAT
PARKSIDE AT
BENSON-BROWN STATION
TOWNHOMES ADDITION
TO THE TOWN OF JACKSON

Prepared for
TETON COUNTY

Being identical to
LOTS 1-6 OF PLAT NO. 1444

Located within
SE1/4NW1/4 OF SECTION 34
T. 41 N., R. 116 W., 6TH P.M.
Teton County, Wyoming

**Declaration of Covenants, Conditions and Restrictions
for
PARKSIDE AT BENSON-BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PARKSIDE AT BENSON-BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON ("Declaration") is made this _____ day of _____, 2024, by Teton County, Wyoming, a duly organized county of the State of Wyoming ("Owner") and Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming nonprofit corporation ("Declarant").

ARTICLE I: INTRODUCTION TO THE COMMUNITY; PURPOSE AND INTENT; BINDING EFFECT

1.1 **Property.** Owner is the fee simple owner of certain real property located in Teton County, Wyoming, and more particularly described as follows (the "Property"):

Lots 100, 101, 102, 103, 200, 201, 202, 203, 300, 301, 302, 303, 400, 401, 402, 403, 500, 501, 502, 503, 600, 601, 602, and 603 of the Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson recorded in the Office of the Teton County, Wyoming Clerk on _____, 2024 as Plat No. _____.

The Historic Cabin Area within Lot 100, as more specifically described in **Exhibit B** hereto ("Historic Cabin Area"), is excluded from the definition of "Property". Accordingly, the CCRs contained herein do not apply to the Historic Cabin Area.

Owner and Declarant are the developers of the Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson. Owner and Declarant have established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance, and preservation of the Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson community ("Project") as a master planned residential community. Owner shall retain ownership of the Property and Historic Cabin Area but has conveyed to Declarant a leasehold interest in the Property pursuant to a 99-year Ground Lease recorded in the Office of the Teton County, Wyoming Clerk on January 10, 2023 as Document No. 1052523 ("Ground Lease"), as it may be amended. Pursuant to said Ground Lease and the Development Agreement between Declarant and Owner recorded on January 10, 2023 as Document Number 1052522 ("Development Agreement"), as it may be amended, Declarant owns or will own, as they are constructed, all improvements upon the Townhome Lots. Once Units are completed, Declarant will enter into subleases for the Townhome Lots with Homeowners and convey the improvements on said Townhome Lots (the Units, as defined below) to the Homeowners via a conveyance deed.

1.2 **Binding Effect.** The Property shall be owned, conveyed, and used subject to all provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.

1.3 **Governing Documents.** The Governing Documents create a general plan of development, administration, maintenance and preservation for the Property and may be amended and supplemented

as set forth herein. In the event of a conflict between or among the Governing Documents, this Declaration shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Property from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Lot owners and Homeowners as well as their respective family members, tenants, guests, and invitees.

1.4 **Notice to Homeowners of Construction Activity.** By taking title to a Unit, all Homeowners are put on notice that the Property, or portions thereof, will be under construction during the Declarant Control Period. Homeowners understand that adjacent units, the Common Elements, including Common Area Lots, and other portions of the Property may still be under construction when the Homeowners purchase their Unit(s). **Homeowners, for themselves and for their guests, invitees or other occupants of their Unit, understand that construction sites are dangerous and entry thereon may result in injury to persons or property and/or death. Therefore, Homeowners, for themselves and for their guests, invitees or other occupants of their Unit, agree not to enter any construction areas whether or not such areas are delineated by construction fencing without the express prior permission of Declarant, which may be withheld in Declarant's sole discretion.** Homeowners, for themselves and for their guests, invitees or other occupants of their Unit, hereby assume all risks of personal injury and damage arising from any unauthorized construction area/site entry, and further agree to indemnify, defend and hold Owner, Declarant, and their directors, officers, employees, agents, contractors, sub-contractors, successors and assigns, harmless for any claims, damages, actions, liabilities, injuries, or deaths sustained by Homeowners or their guests, invitees or other occupants of their Unit(s) while present in a construction area, excepting claims caused by Owner's or Declarant's gross negligence or willful misconduct.

Homeowners acknowledge that as of the date they purchase their Unit(s), the construction of planned Common Elements, including infrastructure on Common Area Lots, may not be completed, and certain rights incident to ownership of a Unit, including without limitation the right to enjoy and use certain Common Areas and Common Elements, may be constrained until construction of the Project is completed, which is anticipated to be at the expiration of the Declarant Control Period. Each Homeowner hereby waives and releases the Owner and Declarant from all actions and liabilities arising from constraints on a Homeowner's full use and enjoyment of the Common Areas and Common Elements appurtenant to a Homeowner's ownership of a Unit during ongoing construction of the Project and/or during the Declarant Control Period, specifically including any claims related to the inconveniences, disruptions, noises or vibrations caused by Declarant's or Owner's construction activities.

1.5 **Historic Cabin Area and Benson Home on Lot 100.** The Plat (as defined below) for the Project includes an area within Lot 100 delineated as the Historic Cabin Area. There is an historic structure within the Historic Cabin Area known as the Benson Home, which is listed on the Jackson Historic Register (P21-289). The Owner, its successors and assigns, will continue to maintain the Historic Cabin Area and the Benson Home and will be responsible for all maintenance and repair obligations, costs and expenses with respect to the Historic Cabin Area and Benson Home. **The Historic Cabin Area, and improvements therein, are not part of the Property or Project's Common Elements, and Homeowners are not permitted to access or use the Historic Cabin Area.** The Declarant, Association, and Homeowners shall have no maintenance or financial obligations with respect to the Historic Cabin Area or Benson Home and costs and expenses arising from the maintenance and repair of the Historic Cabin Area and Benson Home shall not be considered Common Expenses. Neither Declarant nor the Association shall be required to maintain insurance for any portion of the Historic Cabin Area or the Benson Home.

ARTICLE II—DEFINITIONS

- 2.1 **Association.** The Parkside at Benson-Brown Station Homeowners Association, a Wyoming nonprofit corporation, its successors or assigns.
- 2.2 **Base Assessment.** Assessments levied on all Units subject to assessment to fund Common Expenses.
- 2.3 **Board of Directors or Board.** The body responsible to the membership of the Association for operations of the Association and enforcement of the terms and conditions of this Declaration, as it may be amended.
- 2.4 **Common Area Lots.** Lots Number 100, 200, 300, 400, 500 and 600 as shown on the Plat. That portion of Common Area Lot 100 designated as the Historic Cabin Area shall not be considered part of the Common Area available for the use and enjoyment of Homeowners.
- 2.5 **Common Elements.** The “Common Elements” shall include “General Common Elements” and the “Limited Common Elements”, or a portion thereof, as the context requires.
- 2.6 **Common Expenses.** The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Units and Common Elements including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. To be clear, costs and expenses arising from the maintenance and repair of the Historic Cabin Area and Benson Home shall not be considered Common Expenses.
- 2.7 **Declarant.** Habitat for Humanity of the Greater Teton Area, Inc., or any successor or assign who takes over the role of Lessee under the Ground Lease for purposes of developing the Project and/or sale of the Units and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. The Declarant shall have the power to exercise all rights set forth in this Declaration until expiration of the Declarant Control Period.
- 2.8 **Declarant Control Period.** All of the Declarant’s rights granted until this Declaration shall remain in full force and effect until the earlier to occur of: (i) all Units within the Project are sold by Declarant to Owners (other than Declarant) or (ii) December 31, 2026. At the expiration of the Declarant Control Period, all powers, rights and responsibilities of Declarant set forth in the Governing Documents shall be automatically terminated, relinquished, assigned and shall vest in the Association as set forth herein. The Board or Declarant is authorized to record an affidavit confirming expiration of the Declarant Control Period in the Office of the Teton County, Wyoming Clerk.
- 2.9 **General Common Elements.** The entire Property excepting all Units and Limited Common Elements. Common Area Lots are part of the General Common Elements, excepting therefrom the Historic Cabin Area. General Common Elements may be referred to herein and, on the Plat, as “General Common Element” or “GCE”.

2.10 **Governing Documents.** A collective term referring to this Declaration, and any amendments or supplements thereto, the Bylaws for the Association, the Articles of Incorporation for the Association, any Design Guidelines adopted by the Association, and any Rules and Regulations, as they may be amended.

2.11 **Ground Sublease.** The ground lease between Declarant, or its successors or assigns, and a Homeowner whereupon a Homeowner is entitled to occupy and possess a Townhome Lot.

2.12 **Homeowner.** One or more Persons who hold the following two real property interests with respect to the same Townhome Lot: (i) a recorded leasehold interest in the Townhome Lot; and (ii) a recorded fee title interest to the Unit affixed to and situated upon such Townhome Lot. The definition of "Homeowner" specifically excludes any party holding an interest merely as security for the performance of an obligation.

2.13 **Limited Common Elements.** Those portions of the Common Elements as defined herein for the exclusive use of one or more but fewer than all of the Units. Further, Limited Common Elements includes any items specifically shown as such on the Plat. Limited Common Elements may be referred to herein and/or on the Plat as "Limited Common Elements" or "LCE".

2.14 **Limited Common Elements—Deck.** Those Limited Common Elements for the exclusive use of a Unit for a deck as designated herein and/or as designated on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Deck may also be referred to herein and on the Plat as "Limited Common Elements-Deck", "LCE-Deck", or "LCE-D".

2.15 **Limited Common Expense.** A Common Expense that does not benefit all Units, such as those expenses incurred with respect to the Limited Common Elements.

2.16 **Member.** Members of the Association shall be the Homeowners.

2.17 **Mortgage.** A mortgage, deed to secure debt, or any other form of security instrument affecting title to any Unit or all or any portion of the Property. "Mortgagee" shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

2.18 **Person.** A natural person, corporation, partnership, trustee, or any other legal entity.

2.19 **Plat or Condominium Plat.** Plat # _____ recorded on _____, 2024 in the Office of the Teton County, Wyoming Clerk.

2.20 **Rules and Regulations.** The rules and regulations adopted by the Board pursuant to this Declaration.

2.21 **Special Assessment.** Assessments levied in accordance with Section 7.5.

2.22 **Specific Assessment.** Assessments levied in accordance with Section 7.6.

2.23 **Townhome Lot.** Lot Numbers 101, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 502, 503, 601, 602, and 603, as shown on the Plat, which are: (i) owned by Owner, (ii) leased by Owner to Declarant pursuant to the Ground Lease, as it may be amended, and (iii) subleased by Declarant to a

Homeowner pursuant to a Ground Sublease. The term "Townhome Lot" shall specifically **exclude**: (i) any Unit situated upon and affixed to a Townhome Lot; (ii) any Common Area Lot; (iii) GCE or LCE.

2.24 **Unit.** The building improvements affixed to and situated upon a Townhome Lot within the Property which shall be sold separately from the Townhome Lot and shall be owned in fee simple by the Homeowner. Each Unit's vertical perimeter boundary on the party wall located between two Units extends to the middle of the party wall through the foundation and roof. The foundation, basement and front porches of each Unit are included within the parameters of the Unit and are part of the Homeownership of the Unit.

Article III– Use and Conduct; Property Rights

3.1 **Framework for Regulation.** The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements and restrictions that govern the Property and the Units. 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 Homeowners. To that end, the Board has the authority to adopt Rules and Regulations for the use of the Property and any Unit thereon.

3.2 **Owners' Acknowledgment and Notice to Purchaser.** All Homeowners are given notice that their ownership in the Unit is subject to a Ground Sublease and Special Restrictions for Affordable Housing that each contain limitations and restrictions on the occupancy, use and transfer of the Unit, it being the express intent of Owner and Declarant that the Property remain a permanently affordable residential neighborhood for income-qualified individuals in the future. All Homeowners are given notice that use of their Unit and the Common Elements may be limited by Rules and Regulations as they may be amended, expanded, and otherwise modified hereunder. Each Homeowner, by acceptance of a deed for their Unit, acknowledges that the use and enjoyment and marketability of his or her Unit can be affected by this Declaration and the other Governing Documents and that the Governing Documents 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 of Teton County, Wyoming. Copies of the current 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.

3.3 Rulemaking Authority.

(a) 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 adopt, modify, cancel, limit, create exceptions to or expand Rules and Regulations. The Board shall give notice to all Homeowners, Owner, Declarant and the Jackson/Teton County Affordable Housing Department ("Housing Department") concerning any proposed action at least 10 business days prior to the meeting at which such action is to be considered. Members, Owner, Declarant and the Housing Department shall have a reasonable opportunity to be heard at such meeting prior to such action being taken. Such action shall become effective after compliance with this Section if (i) approved at a meeting of the Members by more than 50% of the total votes entitled to vote on the matter; (ii) approved by Owner; and (ii) approved by Declarant prior to expiration of the Declarant Control Period.

(b) At least 30 days prior to the effective date of any action taken under subsection (a) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Rules and Regulations to Owner and Declarant (prior to expiration of Declarant Control Period) specifying the effective date.

(c) At least 30 days prior to the effective date of any action taken under subsection (a) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Rules and Regulations to each Homeowner specifying the effective date. Upon request, the Association shall provide, without cost, a copy of the Rules and Regulations then in effect to any Homeowner, Mortgagee, Owner or Declarant.

3.4 Limitation on Rule Making Authority/Protection of Homeowners and Others. No rule shall be adopted in violation of the following provisions, some of which define permitted or prohibited uses, except as may be specifically set forth in this Declaration, as it may be amended.

(a) **Equal Treatment.** Similarly situated Homeowners shall be treated similarly by the Board and the Association.

(c) **Household Composition.** No rule shall interfere with the freedom of Homeowners to determine the composition of their households; provided, however, that the occupancy of each Unit shall be in accordance with all applicable covenants, rules, laws, codes, leases and regulations applicable to the Property.

(d) **Activities within Dwellings.** No rule shall interfere with the activities carried on within the confines of the Units, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Homeowners, that create a danger to the health and safety of occupants of other Units, that generate excessive noise, traffic or parking, that create unsightly conditions visible outside the Unit, or that create an unreasonable source of annoyance or regular foot traffic through Common Elements.

(e) **Insurance Rates.** Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Townhome Lot or Common Area Lot, or any of the improvements located thereon, without prior written approval of the Board.

(f) **Allocation of Burdens and Benefits.** No rule shall alter the allocation of financial burdens among the various Units to the detriment of any Homeowner over that Homeowner's objection expressed in writing to the Association. This provision does not affect the right of the Association to increase the amount of assessments or to levy Specific or Special Assessments as provided herein.

The limitations in subsections (a) through (f) of this Section shall only limit rulemaking authority exercised under this Section. The limitations in this Section shall not apply to amendments to this Declaration adopted in accordance with the procedures and provisions contained herein.

3.5 Single-Family Residential Use. The Units shall be used only for single-family, Homeowner-occupied, residential use along with incidental activities related to residential use as are similarly permitted.

3.6 Property and Units. Subject to the limitations contained in this Declaration, each Homeowner shall have a non-exclusive right to use, access and enjoy the General Common Elements shown on the

Plat and/or described herein, and shall have the right to use and access any Limited Common Elements appurtenant to its specific Unit, as designated on the Plat and/or herein, or elsewhere in the Governing Documents, and subject to the Association's rule making authority and easement rights for maintenance, repair and replacement as described elsewhere herein. Such rights of the Homeowner described herein shall be appurtenant to and pass with the title to each Unit. The rights granted in this section to the Homeowner shall also extend to a Homeowner's permitted tenants, licensees, guests and invitees.

Declarant, during the Declarant Control Period, and the Owner shall also have a non-exclusive right to access the General Common Elements, all Common Area Lots, and Limited Common Elements as necessary or advisable to carry out their rights and obligations under the Governing Documents and any other applicable covenants, leases or instruments.

3.7 Prohibited Uses. The following uses are prohibited on the Property:

(a) Dredging, mining, excavation or the exploration for, extraction or processing of oil and gas or minerals, or the removal or processing of rock, sand and gravel.

(b) Off-road use of vehicles and off-trail use of any form of motorized transportation, except for the use of vehicles to respond to emergencies or for construction related to completion of the Project by Declarant.

(c) The outdoor storage of recreational vehicles or equipment (including without limitation boats, campers, and motor homes), and the dumping or storing of ashes, trash, garbage, junk, or other unsightly or offensive materials on the Property. This provision shall not apply to Declarant during the Declarant Control Period.

(d) The storage of garbage except in designated trash enclosures within the General Common Elements. No garbage or other materials shall be set out in such a manner to allow persons, vehicles, animals or weather to scatter such garbage or other materials on the Property.

(e) No hot tubs are permitted on LCE-Decks or on Common Area Lots.

(f) No discharge of firearms shall be permitted on any portion of the Property. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

(g) No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit or be installed or erected by or at the direction of a Homeowner. The Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for each building on the Property.

(h) The following items are prohibited from being attached, stored and/or erected in any manner by a Homeowner on or within the Common Elements: recreational devices including, but not limited to, kayaks, ski equipment, play equipment, toys, strollers, car seats, sunshades, trash containers or receptacles, paint, highly flammable materials, food products and any other items that attract vermin or which produce an odor. Homeowners may store bicycles within the designated bicycle racks in the General Common Elements.

(i) Nonresidential uses except for home occupations uses permitted by applicable zoning and land use regulations.

3.8 **Unsightliness; Refuse.** Homeowners must keep their Units and those Limited Common Elements which are designated for their exclusive use, including LCE-Decks, in a good, clean, safe and sanitary condition. Homeowners shall promptly notify the Association of any need for maintenance, repair or replacement of the Common Elements, or any portion thereof.

3.9 **Parking**

(a) Parking spaces, including spaces equipped with electric vehicle charging stations, shall be available to Homeowners on a first-come, first-served basis. An illustration of parking and access to the parking area from East Kelly Avenue is attached hereto as **Exhibit A**. Owner, Declarant, the Association, and Homeowners, and their heirs, successors and assigns, shall have a right of access, ingress and egress over the driveway and parking area shown in **Exhibit A** as necessary to access their respective lots and Units, it being the intent that with respect to each owner of a Unit, Townhome Lot, or Common Area Lot within this subdivision, such access shall be appurtenant to its ownership of said Unit and/or lot. No parking has been designated within the Project for uses, operations or events associated with the Benson Home or Historic Cabin Area. All vehicles utilizing parking spaces on the Property must fit within the designated parking space and not extend beyond its boundaries. The Board may establish equitable rules for the use of the parking spaces, including the designation of parking spaces for specific Units.

Notwithstanding the foregoing, during the Declarant Control Period, Declarant may utilize, for any purpose, the number of parking spaces equivalent to the number of Units which have not yet been conveyed to Homeowners.

(b) No boats, trailers, buses, campers, snowmobiles, ATVs, golf carts, or inoperable or abandoned vehicles ("Prohibited Vehicles") shall be parked or stored in or upon the Common Elements, and no vehicle of any kind shall be maintained, repaired, repainted serviced or rebuilt within the Property. If the Board determines that an Owner or Occupant has violated this section, the Board shall deliver notice to the vehicle owner (if such owner can reasonably be ascertained) or place notice in a conspicuous place on the vehicle (if the owner cannot be ascertained), and if the offending vehicle or piece of equipment is not removed within 48 hours, the Board shall have the right to cause the vehicle to be removed or stored, at the sole expense of the owner of the vehicle or the Homeowner of the Unit if it is determined the Homeowner allowed such vehicle to remain in the parking space, all without liability on the part of the Board. 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. Nothing in this Section 3.9(b) shall limit or prohibit Declarant from utilizing any of the Common Elements or Common Area Lots as necessary to complete construction of the Units during the Declarant Control Period.

3.10 **Signs.** No signs whatsoever, including, but without limitation, commercial, political, religious, holiday and similar, visible from neighboring Units, shall be erected or maintained upon any portion of the Common Elements, except: (1) Standardized unit number signs may be installed by Declarant or the Association outside the entrance of each Unit; (2) one "For Sale" sign of reasonable proportions for any Unit up for sale; (3) one Project sign if desired by Declarant and/or the Association; (4) parking and directional signage; and (5) signage deemed necessary by the Declarant or Association to delineate the Historic Cabin Area.

The Association or its designee shall have the right to enter a Unit, Townhome Lot, or Common Elements and remove any sign in violation of this Section and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Unit, Townhome Lot, or Common Elements 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 Homeowner. This Section (Signs) shall not apply to Declarant during the Declarant Control Period.

3.11 **Nuisance.** No noxious or offensive activity shall be carried on upon the Property or in or upon any Unit, 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 Property and Units, shall be placed or used upon any Unit. Any construction, work or other activities performed by Declarant to complete the Project shall not be deemed a nuisance, and Homeowners hereby waive and release Declarant and Owner from any claims related to the inconveniences, disruptions, noises or vibrations caused by Declarant's or Owner's construction activities during the Declarant Control Period.

3.12 **Storage of Firewood; Exterior Fires.** The cutting and storage of firewood and flammable materials by a Homeowner is prohibited on the Property. Exterior fires are prohibited on the Property, including charcoal grills, outdoor chimneys (or chimeneas), wood or similar cooking smokers, or fire pits. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property. Propane-powered grills are allowed but must be kept under a grill cover when not in use.

3.13 **Outdoor Lighting.** No additional outdoor lighting fixtures shall be allowed without Board approval and even then, shall not cause a nuisance to any adjacent Units. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door, or other opening in a Unit.

3.14 **Mortgage.** Each Homeowner shall have the right to mortgage or otherwise encumber his Unit, however, no Homeowner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Elements or any part thereof. Any mortgage or other encumbrance of a Unit shall be subordinate to this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Homeowner whose title is derived through the foreclosure, whether it be by private power of sale, judicial foreclosure or otherwise.

3.15 **Subdivision and Inseparability.** No Unit may be subdivided or partitioned into two or more Units. All rights appurtenant to Unit ownership are inseparable and pass with title to each Unit.

3.16 **Domestic Animals.** Each Unit shall be entitled to maximum of one (1) dog and one other Household Pet (the term Household Pet means generally recognized Household Pets other than a dog, such as cats, fish, birds, rodents, and non-poisonous reptiles), except that only one (1) of the Household Pets may be a dog and so long as such pets are not kept for any commercial purpose, do not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Unit Homeowners. All Homeowners with permitted pets shall keep the animals restrained and controlled at all times so they do not cause a nuisance to others and do not harass or endanger others. For the purposes of this Section, "nuisance" means any noisy animal, any vicious animal, or any animal which chews, tears, digs in or scratches, litters, soils, destroys or in any manner injures clothing, garbage containers, gardens, lawns, trees, shrubbery or any other property within the Property, or harms any persons while on the Property. Excessive or continued barking, chasing persons or vehicles, attacks on other animals, trespassing upon

private property shall be deemed a Nuisance. No Homeowner or occupant of a Unit shall, or anyone working at or on the Property, shall allow any animals or pets to run free. Moreover, no pet or animal shall be restrained by leash, cord, chain, rope or other attachment fixed to any vehicle, post, tree or other structure or object within the Property. Contractors, subcontractors and any other person providing services to a Unit may not bring pets on the Property.

Food for pets shall be stored in a secure area that cannot be accessed by wildlife.

The Homeowner of a Unit where a pet is kept, as well as the legal owner of a pet (if not such Homeowner), shall be jointly and severally liable for any damage and destruction caused by the pet, and for all clean-up necessitated by such pet.

The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that pets within the Property are being kept for commercial purposes, or are otherwise a nuisance to other Unit Homeowners, or that a Homeowner is otherwise in violation of this Section, and to take any action it deems necessary to remedy the violation. If any pets are caught or identified chasing or harassing wildlife or people, or are deemed to constitute a Nuisance, the Association shall have the authority to penalize the owner of such animal not more than \$100.00 for a first offense, and \$200.00 for a second offense. The Association has the authority to impound the animal after a third offense and ban that animal from the Property, and the owner of such impounded animal shall be solely responsible for all impoundment costs and waives all recourse against the Association, Board, Owner and Declarant.

3.17 **Homeowner's Rights with Respect to Interiors; Porches.** Except as otherwise provided in this Declaration, any Governing Documents, or the Ground Sublease, each Homeowner shall have the right to paint, repaint, tile, carpet, or otherwise maintain, repair, replace and decorate the interior of their Unit, and clean the exterior and interior surfaces of the windows. Each Homeowner is also responsible for maintaining the exterior porches within its Unit or appurtenant to its Unit in a neat and tidy condition and may not store any hazardous or unsightly materials on the exterior porches within the Unit or appurtenant to its Unit. Each Homeowner is also responsible for maintaining any LCE-Decks which may be appurtenant to its Unit or the Townhome Lot upon which the Unit is located.

3.18 **No Development.** No structure or improvement of any kind shall be placed, erected, or installed upon any Townhome Lot or the Common Elements, and no improvements (including staking, clearing, excavation, grading or other site work, exterior alterations to the Units, and planting or removal of landscaping) shall take place, except in compliance with this Declaration, the Governing Documents, Ground Sublease and Town of Jackson Land Development Regulations then in effect. This Section (No Development) shall not apply to Declarant during the Declarant Control Period.

Article IV – Homeowner Maintenance/Homeowner Insurance

4.1 **Homeowner Maintenance Responsibilities.** Each Homeowner shall maintain their Unit, the Townhome Lot upon which its Unit is located, and all improvements thereon, including without limitation all interiors, glass, appliances, equipment, porches, heating and cooling systems, utilities, and any landscaping in a manner consistent with the Governing Documents, Ground Sublease, this Declaration, and all applicable covenants, rules, regulations and laws applicable to the Units and/or Townhome Lots, and in a manner that meets or exceeds the construction standard set by Declarant in the original construction of the Units. Each Homeowner shall also maintain the LCE-Deck appurtenant to its Townhome Lot and/or Unit in a clean, safe and sanitary condition in a manner consistent with all applicable covenants, rules, regulations and laws applicable to the Units and/or Townhome Lots, and in a

manner that meets or exceeds the construction standard set by Declarant in the original construction of the Units.

If any Homeowner fails to maintain, repair and/or replace items that it is obligated to maintain, repair and replace, Declarant (during the Declarant Control Period) or the Association shall be authorized, after providing 14 days prior notice to the Homeowner of such failure, to enter upon the Townhome Lot, Unit, or Common Area Lot to cure such failure and to assess all costs incurred against the Unit and Homeowner as a Specific Assessment. Homeowners shall be responsible for and shall be obligated to maintain and repair any structures or improvements added by such Homeowner, as well as glass surfaces.

4.2 **Homeowner Insurance.** Each Homeowner is responsible for insuring his or her personal property located within the Project. Nothing herein shall preclude any Homeowner from carrying general liability insurance as he or she may deem reasonable, however, such insurance coverage may not adversely affect or diminish any coverage under any of the Association's insurance policies. Any minimum dollar amount limitations provided in such policies should be increased from time to time to account for increases in the costs of replacement or increases in the perceived levels of liability.

Article V – Association; Membership and Voting Rights

5.1 **Function of the Association.** The Association shall be the entity responsible for management, maintenance, operation and control of the homeowner's association created herein. 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.

5.2 **Membership.** Every Homeowner 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. Membership shall be appurtenant to, and may not be separated from, Unit ownership. There shall only be one membership per Unit, and such membership in the Association shall be effective upon recordation of a deed conveying title to the Unit to the Homeowner. When more than one person or entity holds an interest in a Unit, all such persons or entities shall share the privileges of such membership; however, the vote for such a Unit shall be exercised collectively as those Members determine among themselves. The membership rights of a Homeowner 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 Homeowner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Rules and Regulations.

5.3 **Voting.** The Association shall have one class of membership. Each Member shall have one equal vote for each Unit in which they hold the interest required for membership under this Declaration. All votes of the Members shall take place at an annual or special meeting of the Members or via written ballot. A Member may vote by proxy so long as notice of such proxy designation has been received by the Association. Voting rights as to each Unit shall vest upon transfer of a deed of conveyance of a Unit to a Homeowner.

5.4. **Notice of Meetings.** All Members shall be sent notice of meetings (except emergency meetings) at least 10 days in advance of the meeting.

5.5 **Quorum; Member Action.** Unless otherwise set forth herein, all Member action taken under this Declaration shall be taken in the following manner: a quorum of the Members shall be present at a

meeting of the Members and/or in the case of a ballot vote, a quorum of the Members shall have timely submitted a completed ballot. If the required quorum is not present at a meeting, another meeting may be called and the required quorum at the subsequent meeting shall be reduced as specified in the Bylaws. If a quorum is obtained, the Members may take action by a vote of the Members holding a majority of the voting percentages in the quorum.

5.6 **Suspension of the Right to Vote.** If any Member violates any of the provisions of this Declaration, the Bylaws or the Rules and Regulations of the Association, or any other Governing Documents, the rights and privileges of such Homeowner, including but not limited to the right to vote, may be suspended by the Board after notice and opportunity to be heard at a meeting of the Board.

Article VI-Association Management; Powers and Responsibilities of the Board; Maintenance

6.1 **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors, which shall be comprised of 3 Persons. Until expiration of the Declarant Control Period, Declarant shall have the right to appoint 2 of the 3 Board members and the Homeowners shall elect the remaining Board member. The 2 Board members appointed by Declarant do not need to be Members of the Association or Homeowners, but the third Board member elected by the Homeowners during the Declarant Control Period shall be a Member of the Association. Within 60 days of the expiration of the Declarant Control Period, the Association shall hold a meeting to elect new Board members. Board members elected or appointed to the Board after expiration of the Declarant Control Period shall be Members of the Association.

(a) A Director who sells his Unit shall be automatically removed from the Board. In such a case, the Members shall have the right to elect a replacement Director at a special or annual meeting of the Association.

(b) Other than the 2 Directors appointed by the Declarant during the Declarant Control Period, Directors may be removed by the affirmative vote of 60% of the Members. A Board Member may not participate in such vote and the voting percentages shall be adjusted to account for the suspension of such vote.

6.2 **Power of the Board.** The Board shall have the powers enumerated in this Declaration, the Bylaws, and those otherwise provided to boards of directors for nonprofit corporations by the laws of the State of Wyoming. The Board shall have the full power and authority to manage the business and affairs of the Association, and to enforce the provisions of the Governing Documents.

6.3 **Responsibilities of the Board.** The Board shall maintain and operate the Common Elements for the benefit of the Homeowners and administer all aspects of the business of the Association. The Board may hire or otherwise engage a third party to manage its affairs or any part thereof, as it deems advisable for the operation of the Property. The Board may acquire, hold and dispose of tangible and intangible personal property, and the Board shall hold, manage, maintain and preserve the General Common Elements and such other areas designated in this Declaration. The costs of such management, control, maintenance and repair by the Board shall be paid by the members of the Association as assessments as detailed herein.

6.4 **Maintenance Responsibilities.**

- (a) **Common Elements**. The Association shall maintain the General Common Elements. The costs associated with the maintenance, repair and replacement of the General Common Elements shall be a Common Expense; provided the Association may seek reimbursement from the Homeowner(s) of, or other Person responsible for, certain portions of the General Common Elements pursuant to this Declaration, other recorded covenants or agreements with the Homeowners thereof. Staining and structural repair and replacement of Limited Common Elements-Decks shall be the responsibility of the Association and the costs of such staining, repair and replacement shall be included in the Common Expenses, Limited Common Expenses or as a Specific Assessment, as applicable. For the sake of clarity, Each Homeowner is responsible for the routine maintenance of any LCE-Deck appurtenant to its Unit or its Townhome Lot.

The Association may adopt rules regarding parking, garages, trash and recycling pickup, snow removal, landscaping and other matters relevant to maintaining the Common Elements in a clean, safe and orderly manner. If it is determined by the Board that a Homeowner, through its act or omission damaged an element for which the Association would normally be responsible, that Homeowner shall be assessed for the cost of repair, maintenance and replacement arising from their act or omission through a Specific Assessment. The Declarant and the Association shall have all easements and rights, including rights of ingress and egress, necessary to carry out its responsibilities hereunder.

- (b) **Units**. The Association shall, for the purpose of maintaining the appearance of building improvements, provide maintenance upon the exterior of each Unit located upon a Lot, including but not limited to: paint, repair, replace and care for roofs and exterior building surfaces, exterior doors, foundations, decks and walkways; provided, however, that the Association shall not be required to provide any maintenance to structures added by the Homeowner. Such exterior maintenance shall not include the maintenance, repair or replacement of glass surfaces, however, such glass shall be maintained, repaired and replaced by the Homeowners consistent with glass and exterior doors in other Units. Homeowners shall be assessed for the costs of such maintenance pursuant to Section 7 below.
- (c) **Utilities**. Any utility services or other types of elements which are utilized in common, such as, but not limited to, sewer or water lines, shall be maintained, repaired and replaced, as needed, by the Association. Cache Creek has been piped through the Property. The Owner of the Property shall be responsible for maintenance and repair work associated with Cache Creek, as it runs through the Property, at its sole cost.
- (d) **Common Expenses**. The costs associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace in the Common Elements shall be a Common Expense or Limited Common Expense, as the case may be; 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 Homeowners or their guests or occupants, then the Board may assess the full amount of such maintenance, repair or replacement against such Homeowner(s) and their Units as a Specific Assessment.

- (e) **Homeowner Maintenance of Common Elements.** No Homeowner may repair or maintain the General Common Elements without the express written permission of the Board or as otherwise explicitly provided for in the Governing Documents.

6.5 **Insurance.**

- (a) **Required Coverages.** The Association shall obtain and at all times maintain in full force and effect the following insurance policies provided by companies authorized to do business in Wyoming, 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 constituting the Property. 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 the then current building ordinance and codes. Declarant shall be named as an additional insured on all policies of insurance covering direct physical loss to any Unit or other improvement during the Declarant Control Period.
 - (ii) Commercial general liability insurance on Common Elements, Units and Townhome Lots, 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, including an endorsement for Director and Officer coverage. Such coverage (including primary and umbrella coverage) shall be with an insurance company and have limits that are commercially reasonable and typical for residential neighborhoods of similar size and type. 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 Homeowner’s claim because of negligent acts of the Association or other Unit Homeowners; and
 - (iii) Such additional insurance as the Board, in its best business judgment, determines advisable.

Any minimum dollar amount limitations provided herein may be increased from time to time by resolution of the Board to account for increases in the costs of replacement or reconstruction or increases in the perceived levels of liability.

- (b) **Policy Requirements.** The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Town of Jackson, Wyoming area. All Association policies shall provide for a certificate of insurance to be furnished to the Association, Declarant and Owner, 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 6.5 (a). In the event of an insured loss, the deductible shall be treated as 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. 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 Homeowners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Homeowner(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;
- (ii) Be written in the name of the Association as trustee for the benefitted parties, including Owner.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Association as additional insureds and provide:

- (i) That such insurance is not to be brought into contribution with insurance purchased by Homeowners, occupants, or their Mortgagees individually;
- (ii) That such insurance contains an inflation guard endorsement;
- (iii) An agreed amount endorsement if the policy contains a co-insurance clause;
- (iv) A waiver of subrogation under the policy against any Homeowner or family member of a Homeowner;
- (v) An endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Homeowners, 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;
- (vi) 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 Homeowners, unless such Homeowner is acting within the scope of its authority on behalf of the Association;
- (vii) That the policy will be primary, even if a Homeowner has other insurance that covers the same loss;
- (viii) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, its attorneys, the Homeowners and their tenants, servants, agents, and guests.
- (ix) An endorsement requiring at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal;
- (x) 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 negotiation, if any, related to the loss.

- (c) Restoring Damaged Improvements. In the event of damage to or destruction of property which the Association is obligated to insure, the Board or its duly authorized agent shall file, with assistance from any affected Homeowner, 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.

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 Homeowners 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 Homeowners responsible for the premiums for the applicable insurance coverage under this Section.

6.6 **Condemnation.** In the event of a condemnation (partial or whole) by any governmental entity, the condemnation award shall be apportioned in the same manner as an insurance award. The Association shall timely provide notice of any condemnation proceeding against any part of the Property to each Homeowner. If a Homeowner's Unit is encumbered by a mortgage, the Association shall timely provide a copy of the condemnation proceeding notice to its mortgagee and any guarantor of the mortgage encumbering its Unit.

6.7 **Termination.** Notwithstanding any other provisions herein and except as provided by statute, in case of condemnation, unless at least 80% of the Homeowners of the Units have given their prior written approval and unless the additional approval of mortgagees who represent at least 51% of the votes of the Units that are subject to mortgages of record at such time have given their prior written approval, the Association may not, by act or omission, seek to abandon or terminate the Project.

6.8 **Compliance and Enforcement.** Every Homeowner and occupant of a Unit shall comply with the Governing Documents. The Board shall have the right to require compliance with the Governing Documents or may impose sanctions for violation of the Governing Documents after notice to an offending Homeowner and a reasonable opportunity to cure. The Board shall have the right to require compliance with the Governing Documents by legal proceedings as provided hereafter. The Board shall also have the right to impose sanctions which may include, without limitation:

- (a) Imposing reasonable monetary fines (which shall not, except in the case of nonpayment of assessments, constitute a lien upon the violator's Unit). In the event that 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 Homeowner shall pay the fine upon notice from the Board;
- (b) Suspending a Homeowner's right to vote;
- (c) Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;
- (d) Requiring a Homeowner, at its own expense, to remove any non-complying structure or improvements on such Homeowner's Unit, and to restore the Unit to its previous condition, all at Homeowner's expense and, upon failure of the Homeowner to do so, the Board or its designee shall have the right to enter the Unit, remove the violation and restore the Unit to substantially the same condition as previously existed. Any such action by the Association shall not be deemed a trespass and the Homeowner shall promptly reimburse the Association for all expenses incurred in connection with such action(s); and

- (e) Levying Specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with Governing Documents.

In addition to any other enforcement rights, if a Homeowner fails to properly perform his or her maintenance responsibility, 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 Homeowner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Homeowner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Documents 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.

The Association shall not be obligated to take any action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

6.9 **Indemnification.** Members of the Board of Directors shall have no individual liability. The Association shall indemnify the officers and Board of Directors of the Association from all claims, suits, action, or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Property or arising out of the enforcement of this Declaration. The indemnification is valid only if the officer or director in question acted in good faith, in the best interest of the Association and did not violate their mandated duties.

6.10 **Provision of Services.** The Association shall be authorized but not obligated to enter into and terminate, in the Board's reasonable discretion, contracts or agreements with service providers, to provide services to and facilities for the Members of the Association and their guests, lessees and invitees and to charge use and consumption fees for such services and facilities.

Article VII—Assessments; Association Finances

7.1 **Budget.** At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses and reserves for the coming year, including any contributions to be made to a reserve fund. 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.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment and any other Assessments to be levied pursuant to such budget, to each Homeowner, the Declarant, and Housing Department not less than 45 days nor more than 60 days prior to the effective date of such budget.

Failure of the Board to fix assessment amounts or rates, approve a budget, or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Homeowner from the obligation to pay Assessments. In such event, each Homeowner 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 notice requirements and limitations on increases, if any, provided in this Declaration.

7.2 **Creation of the Lien and Personal Obligation of Assessments.** Each Homeowner, by acceptance of a deed, whether or not it shall be stated in such deed, is deemed party to this Declaration and agrees to pay to the Association, and the Association is authorized to levy and collect, the following assessments: (1) Base Assessments, (2) Special Assessments for capital improvements, and (3) Specific Assessments for damages caused by a Homeowner, or its guests, tenants or invitees, or for expenses as otherwise provided herein; and (4) any other assessments explicitly permitted herein or in any other Governing Documents (collectively "Assessments"). All Assessments together with interest, costs, and reasonable attorneys' fees as set forth below ("Costs"), shall be a charge and a continuing lien upon the Unit assessed to the extent permitted by law. Assessments and Costs shall also be the personal obligation of the Homeowner. The personal obligation for delinquent Assessments and Costs shall not pass to successors in title unless expressly assumed in writing by the successor; however, the Assessment and Costs amounts shall attach to the Unit regardless of whether or not a lien is filed with the County Clerk.

7.3 **Purpose of Assessments.** The Assessments shall be used exclusively to promote the health, safety, and welfare of the residents in the Property, for the improvement and maintenance of the Common Elements or any other portion of the Units, Townhome Lots or Common Area Lots for which the Association is responsible for maintaining, and for all other purposes authorized in this Declaration and by law.

7.4 **Base Assessment.** The Base Assessment shall be based upon advanced estimates of the costs and expenses arising out of or in connection with the Association's (i) administration and management of the Property, (ii) repair, maintenance and operation of the Common Elements or any other components of the Units, Townhome Lots or Common Area Lots for which the Association is responsible for maintaining, (iii) premiums for insurance policies required or permitted to be maintained under this Declaration, (iv) legal and accounting fees, (v) creation and maintenance of a reserve fund for periodic maintenance, repair and replacement of the Common Elements, or any other components of the Units, Common Area Lots or Townhome Lots for which the Association is responsible for maintaining, (vi) taxes and special assessments from governmental or quasi-governmental entities or agencies unless and until Units are separately assessed, and (vii) activities authorized by the Board. Base Assessments shall be allocated equally among the Members.

7.5 **Special Assessments.** The Board may levy Special Assessments to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Common Elements or other unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied on the entire membership, if the Special Assessment is for Common Expenses, or against an individual Unit or Units 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 they were approved. The Board shall give notice to the Homeowner(s) of the Unit(s) subject to Special Assessment not less than 30 nor more than 60 days prior to the Special Assessment coming due.

7.6 **Specific Assessments.** The Board may levy Specific Assessments against one or more specific Homeowners for expenses related to that Homeowner or those Homeowner's Units. Specific Assessments may also be levied to remedy any violation of this Declaration, subject to prior notice and at least a 15-day opportunity to cure (except in the case of emergencies).

7.7 **Other Assessments.** The Board may levy Assessments against one or more Unit Homeowners for costs associated with the repair, maintenance, and replacement of the Limited Common Elements attributable to those Homeowners.

7.8 **Limitation on Increases of Assessments.** Notwithstanding any provision to the contrary herein, and except for assessment increases necessary for emergency situations, the Board may not impose a Base Assessment that is more than 15% greater than the Base Assessment for the prior year, nor impose a Special Assessment for improvements to the Common Elements which in the aggregate exceeds 10% of the budgeted Common Expenses for the fiscal year, without a majority vote of a quorum of the Members which are subject to applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all Members of the Association.

An emergency situation, for the purposes of this Section, is 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 Property or any part thereof or Unit(s) for which the Association is responsible where a threat to personal safety on the Property is discovered; or
- (c) An extraordinary expense necessary to maintain or repair the Common Elements or any part thereof or any part thereof or Unit(s) for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing its annual budget. Prior to the imposition of collection of an assessment as described in this Section, the Board shall pass a resolution containing the written findings as to the necessity of the extraordinary expense involved and why the expense was not budgeted or could not have been reasonably foreseen in the budgeting process. Such resolution shall be sent to the Members with the notice of such assessment.

7.9. **Capital Reserve Account.** The Board shall prepare and review at least once every 2 years a reserve budget for the Common Elements and other assets of the Association. The budget 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 may include in the Common Expense budget, as appropriate, 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.

7.10 **Establishment of Assessment Due Dates; Estoppel Certificate.** No Assessment shall be due until at least 30 days after approval. The Board shall send notice of the Assessments to every Homeowner. The due dates for payment of such Assessments shall be established by the Board. The Association shall,

upon demand, and for a nominal charge, furnish an estoppel certificate signed by an officer of the Association setting forth whether the Assessments on a specified Unit have been paid.

7.11 **Effect of Nonpayment of Assessments; Remedies of the Association.** Any Assessment or fine not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. Additionally, if a Homeowner fails to pay an Assessment, fine or any other amount owed hereunder or by the Governing Documents within 60 days after it is due, the Board shall send timely written notice of such delinquency to the delinquent Homeowner and the Homeowner's Mortgagee and guarantor of the Homeowner's mortgage, if any, at the address provided in available public records, and, in its sole discretion, may choose to sue a Homeowner to recover the amount owed or may foreclose a lien against the Unit to recover the amount owed. The Board's failure or delay in sending the delinquency notice described in this section shall in no way act as a waiver to the Board's available remedies, nor shall it waive, extend or modify a Homeowner's obligation to pay required Assessments, fines or other costs. Moreover, in sending this delinquency notice, the Board is entitled to rely on public information in the Teton County, Wyoming Clerk's records to determine the appropriate mortgagee and guarantor, and contact information for the same. No Homeowner may waive or otherwise escape liability for Assessments by non-use of the Common Elements or abandonment of his/her Unit.

7.12 **Subordination of the Lien to Mortgages.** Liens of Assessment and Costs are subordinate to the lien of any mortgage recorded prior to the lien. The sale or transfer of any Unit shall not affect the Assessment lien unless it is extinguished in foreclosure.

7.13 **Foreclosure.** In the event of foreclosure by a mortgagee of a mortgage recorded prior to an Association held lien, the purchaser at a foreclosure sale shall be liable for Assessments accrued from the date of the foreclosure sale.

Article VIII—Easements

8.1 **Easements in Common.** The Owner grants to each Homeowner a non-exclusive right and easement of use, access, and enjoyment in and to the General Common Elements and those Limited Common Elements appurtenant to a Homeowner's Unit or Townhome Lot, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) the rights of other Homeowners, Members and the Association; and
- (c) the right of the Board to adopt rules regulating the use and enjoyment of the Common Elements.

8.2 **Easements for Drainage, Utilities & Infrastructure.**

(a) Aside from public infrastructure maintained by the Town within the Property, any infrastructure benefiting more than one Unit in the Project, existing now and in the future, is hereby conveyed, upon recordation of the plat, to the Association.

(b) All dedications, limitations, restrictions, and reservations of easements, including those for drainage, if any, shown on any Plat are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(c) The Owner reserves for itself, so long as the Owner owns any of the Property, and grants to the Association, Declarant and all utility providers, perpetual non-exclusive easements throughout all the Property to the extent reasonably necessary for the purpose of:

(i) Installing utilities and infrastructure, including without limitation, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; walkways, pathways, and trails; drainage systems and signage; to serve the Property;

(ii) Inspecting, maintaining, repairing, and replacing such utilities and infrastructure to serve the Property;

(iii) Access to read utility meters;

(iv) Operating and maintaining the irrigation for landscaping or other Common Element needs, if applicable and necessary.

(d) The Owner also reserves for itself the non-exclusive right and power to grant and record in the Public Records such specific easements as may be necessary, in the sole discretion of the Owner, in connection with the orderly development and use of the Property so long as the grant of said easements does not materially adversely affect Homeowners within the subdivision.

(e) All work associated with the exercise of the easements described in subsections (b) and (c) 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 any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable advance notice to the Homeowner or occupant.

8.3 Easements for Maintenance, Emergency and Enforcement. The Owner grants to the Declarant, during the Declarant Control Period, and to the Association easements over the Common Elements, Units and Townhome Lots as necessary to enable the Declarant and Association to fulfill its maintenance responsibilities hereunder. Declarant (during Declarant Control Period) and the Association shall also have the right upon reasonable notice or in the event of emergency, without notice, but not the obligation, to enter upon any Unit, for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with 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 during reasonable hours and after notice to the Homeowner.

8.4 Easements for Cross-Drainage. Every Common Area Lot and Townhome Lot shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided, no Person shall alter the natural drainage so as to materially increase the drainage of storm water onto adjacent portions of the Property.

8.5 Easement of Encroachments. Every Common Area Lot and Townhome Lot shall be burdened with an easement for roof and eave overhangs, foundation, footer and wall encroachments and any and all other structural encroachments created by the platting of the Property as a townhouse subdivision as well as for the maintenance of the same. 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 of the Property or any part thereof in accordance with the original plans for the Property, and any encroachment due to building overhangs or projection.

8.6 **Easement for Construction.** The Board shall have the right to grant a temporary easement for ingress and egress over, under, upon, and across the Common Elements, as may be reasonably necessary incident to completion of the orderly development of the Common Elements.

Article IX – General Provisions

9.1 **Bylaws.** The Board shall have the right to adopt Bylaws to govern affairs of the Association as a corporation. Nothing in the Bylaws may contravene the terms of this Declaration.

9.2 **Rules and Regulations.** The Board may adopt Rules and Regulations governing the use of the Common Elements, Townhome Lots and Units. The Rules and Regulations may also provide for the imposition of fines for violations of the Governing Instruments but may not contravene the terms of this Declaration.

9.3 **Violations, Enforcement and Costs.** The Association, Declarant, Owner, or any Homeowner may take judicial action against any Homeowner to enforce compliance with this Declaration, the Bylaws, any promulgated Rules and Regulations, or any other Governing Documents, or to obtain damages for noncompliance therewith. Every Homeowner, by acceptance of a deed, hereby consents to enforcement of this Declaration against them including the entry of an injunction against them to terminate and restrain any violation of this Declaration. Every Homeowner who uses or allows such Homeowner's Unit to be used in violation of this Declaration further agrees to pay all costs incurred by Declarant in enforcing this Declaration, including reasonable attorney's fees, whether litigation is commenced or not.

9.4 **Notification of Transfer of Ownership.** Within five business days of the transfer of title of any Unit, the transferring Homeowner shall notify the Board in writing. The Notice shall provide (i) the name of the transferee and transferor, (ii) the Unit transferred, (iii) the transferee's contact information, and (iv) the date of the transfer.

9.5 **Joint and Several Liability.** In the case of joint ownership of a Unit, each of the Homeowners shall be jointly and severally liable for the obligations imposed by this Declaration.

9.6 **Approvals and Variances.** The Board is authorized to grant variances from the terms of this Declaration in cases of special circumstances or practical difficulties not the fault of a Homeowner, or unnecessary hardship not caused by a Homeowner; provided, however, that no such variance shall have a material adverse effect on any other Units and any such variance shall be in accordance with the purposes and intent of this Declaration and all such variances shall be the smallest deviation from the provisions of this Declaration to achieve the desired effect sought by the variance. The granting of one variance does not obligate the Board to grant a subsequent variance.

9.7 **Severability.** Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

9.8 **Headings.** Article and Section headings contained herein are for informational purposes only and shall not control or affect the meaning or construction of any of the provisions hereof.

9.9 **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any lawsuit brought under this Declaration shall lie exclusively in the 9th Judicial District, Teton County, Wyoming.

9.10. **Notice to Mortgagees.** For any notice required to be provided to a mortgagee or guarantor of a mortgage on any Unit, notice shall be deemed sufficient if timely sent by certified or registered mail, with a return receipt requested at the address provided in a recorded mortgage instrument, or at any other address provided to the Association or a Homeowner in writing by mortgagee or guarantor for notice purposes.

9.11. **Rights of Mortgagees and Guarantors.** Within at least 30 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 a material portion of the Common Elements or the Unit secured by the mortgage;
- (b) Any 60-day delinquency in the payment of Assessments or charges owed by the Homeowner of a Unit on which such Mortgagee or guarantor of a mortgage 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.

9.12 **Duration of Declaration.** All of the covenants, conditions and restrictions set forth in this Declaration, as amended, shall continue and remain in full force and effect at all times against the Property. If required by law, this Declaration shall automatically renew every 20 years.

9.13 **Notices to Homeowners.** Any notice, consent or approval which is required to be given hereunder to a Homeowner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the Homeowner's mailing address on such Homeowner's Ground Sublease. Alternatively, notice may be hand delivered or delivered via email at the email address on file with the Association. It is the responsibility of each Homeowner to ensure the Association has accurate and up-to-date contact information for each Homeowner.

Article X—Amendment of Declaration

10.1 **By Declarant.** Until conveyance of the first Unit to a Homeowner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Prior to the expiration of the Declarant Control Period, Declarant reserves the right to amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Project, or any portion thereof; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Project, or any portion thereof; or (iv) to satisfy the requirements of any

local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner thereof shall consent in writing.

If any amendment will have a material adverse impact on the interests of mortgagees who hold mortgages on any Unit(s) within the Property, such amendment must also be approved by at least 51% of the mortgagees who hold mortgages on impacted Unit(s) within the Property. Mortgagee approval shall be deemed granted if a mortgagee fails to respond to any written proposal for an amendment within 60 days of receipt if notice of the amendment proposal is provided to mortgagee as described herein. Any amendment to this Declaration must be recorded with the Teton County, Wyoming Clerk.

10.2 **By Members.** This Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of at least 75% of the Members and consent of Declarant until expiration of Declarant Control Period. For the sake of clarity, after the expiration of the Declarant Control Period, Declarant shall no longer have any consent rights for amendments to this Declaration.

Article XI--Reserved Rights of Declarant during Declarant Control Period

11.1 The following rights are hereby reserved for the benefit of Declarant until expiration of the Declarant Control Period: (i) to complete the improvements indicated on the Plat, permits or construction documents for the Property; (ii) to have an easement for access over, under and through the Common Elements, and to use and grant easements through the Common Elements to Declarant, any Owner, neighboring properties, utility companies, or others persons; (iii) to delay the filing of the Articles for the Association, creation of Bylaws and Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as may be required herein or in the Bylaws; (iv) to alter, amend, expand, retract, eliminate, vacate or otherwise change the Common Elements, or any portion thereof, as necessary to enhance the value or purpose of the Property or to exercise Declarant's reserved rights hereunder, including without limitation the right to eliminate walls, roofs, overhangs, conduit, pipes and the like deemed to be Common Elements; (v) to vacate and replat the Plat, or portions thereof, from time to time, to conform the same to the actual location of any of the constructed improvements and to establish, vacate and relocate utility easements, access easements, and on-site parking areas, and as necessary to exercise Declarant's reserved rights to change the Common Elements or to annex additional property; and (vi) to submit the Project to a master association and to merge or consolidate like-kind associations.

For purposes of making changes to the Common Elements for the benefit of some or all of the Homeowners, all of the Homeowners hereby, and by acceptance of deed for a Unit hereafter, irrevocably appoint the Declarant their attorney-in-fact for purposes of amending the percentages of ownership in the Common Elements, amending or supplementing the Declaration and all other Governing Documents, and vacating the Plat or portions thereof and filing additional Plat maps applicable to the Property. Such appointment of Declarant as the attorney-in-fact of each Homeowner shall remain effective and valid until Declarant Termination and each Homeowner, by acceptance of a deed for such Homeowner's Unit, shall be deemed to consent to and ratify such appointment and as necessary to appoint Declarant as such Homeowner's attorney-in-fact.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date first above written.

Declarant:
Habitat for Humanity of the Greater Teton Area, Inc.,
a Wyoming nonprofit corporation

By: Kris Greenville
Its: Executive Director

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this ____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared Kris Greenville for Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming nonprofit corporation, and known to me to be the Executive Director of the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, by authority of Statute, its articles of incorporation or its corporate bylaws, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

Teton County, Wyoming, a duly organized county of the State of Wyoming

Luther Propst, Chairman
Teton County Board of County Commissioners

Attest:

Maureen E. Murphy, Teton County Clerk

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared Luther Propst, as Chairman of the Teton County Board of County Commissioners, and Maureen E. Murphy, as Teton County Clerk, of Teton County, Wyoming, a duly organized county of the State of Wyoming, who are each personally known to me or have each established their identity and authority to me by reasonable proof.

Witness my hand and official seal.

Notary Public

EXHIBIT A

Parking illustration on following page

DRAFT



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: 18 Townhomes at 445 E Kelly/Habitat Parkside Project
Physical Address: 445 E Kelly Avenue, Jackson, WY 83001
Lot, Subdivision: Lots 1-6, 445 E Kelly Addition to the Town of Jackson, Plat No. 1444 PIDN: _____

PROPERTY OWNER.

Name: Teton County, Wyoming Phone: 307-732-0867
Mailing Address: PO Box 1727, Jackson, WY 83001 ZIP: 83001
E-mail: ahnorton@tetoncountywy.gov; mmurphy@tetoncountywy.gov

APPLICANT/AGENT.

Name: Habitat for Humanity of Greater Teton Area, Inc. c/o Fodor Law Office Phone: 307-733-2880
Mailing Address: PO Box 551 ZIP: 83001
E-mail: stefan@fodorlaw.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	Physical Development	Interpretations
_____ Basic Use	_____ Sketch Plan	_____ Formal Interpretation
_____ Conditional Use	_____ Development Plan	_____ Zoning Compliance Verification
_____ Special Use	_____ Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	_____ LDR Text Amendment
_____ Administrative Adjustment	☒ _____ Subdivision Plat	_____ Map Amendment
_____ Variance	_____ Boundary Adjustment (replat)	Miscellaneous
_____ Beneficial Use Determination	_____ Boundary Adjustment (no plat)	_____ Other: _____
_____ Appeal of an Admin. Decision	_____ Development Option Plan	_____ 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 #: P21-071 Environmental Analysis #: _____
Original Permit #: P21-290 (DEV) Date of Neighborhood Meeting: _____

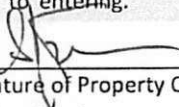
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type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

Have you attached the following?

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

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

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



Signature of Property Owner or Authorized Applicant/Agent

Stefan Fodor

Name Printed

10/27/23

Date

Attorney

Title



Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date:

LETTER OF AUTHORIZATION

NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual: Luther Propst, Chairman of the Teton County Board of County

Being duly sworn, deposes and says that Commissioners Teton County, Wyoming is the owner in fee of the premises located at:

445, 447, 455, 465, 475, 485 & 495 E Kelly Avenue, Jackson, Wyoming 83001

Legal Description: Lots 1-6 of the 445 East Kelly Addition to the Town of Jackson,

Plat 1444 recorded on December 23, 2022

And, that the person named as follows: Name of Applicant/agent: Habitat for Humanity of the Greater Teton Area, Inc. c/o Fodor Law

Mailing address of Applicant/agent: Office

Email address of Applicant/agent: stefan@fodorlaw.com

Phone Number of Applicant/agent: 307-733-2880; PO Box 551, Jackson, WY 83001

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

- ☒ Development/Subdivision Plat Permit Application ☐ Building Permit Application
☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application
☐ Demolition Permit ☐ Home Occupation ☐ Other (describe) _____

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

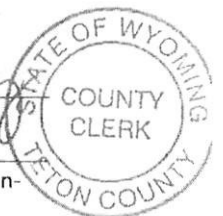
Property Owner Signature Luther Propst
LUTHER PROPST, CHAIR

Attest:

Maureen Murphy
/Maureen Murphy, Clerk

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

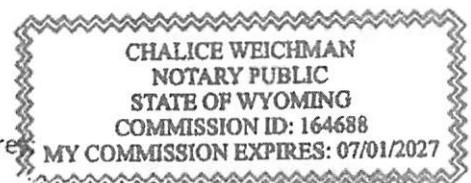
STATE OF WYOMING)
) SS.
COUNTY OF TETON)



The foregoing instrument was acknowledged before me by LUTHER PROPST AND this 15th day of AUGUST 2023. WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires



Narrative for Subdivision Plat Application

Parkside at Benson-Brown Station Townhomes

The enclosed townhome plat proposes to subdivide 6 existing lots into 18 townhome lots for affordable housing, 6 common area lots and 1 lot for an historic cabin located within the boundaries of the property. There will be a total of 12, 2-bedroom units and 6, 3-bedroom units. The ownership and operational structure of this subdivision will be similar to the townhomes at the Five-Two-Five Hall Street subdivision. Here, Teton County will retain ownership of the underlying real property. Teton County and Habitat for Humanity of the Greater Teton Area, Inc. ("Habitat") have entered into a 99-year ground lease for the property whereby Teton County has leased the entire property to Habitat to construct, entitle and administer affordable housing units on the property. After the townhome lots are created, Habitat will (i) sublease each of the townhome lots within the subdivision to qualified households (as such term will be defined in Special Restrictions recorded against each townhome lot) and then (ii) convey the improvements upon each lot (i.e. the actual townhome units) to qualified households. Therefore, the occupants of the townhomes will own the improvements upon the townhome lot and have a ground lease for land upon which the townhome unit is situated.

In accordance with the Covenants, Conditions and Restrictions for Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson ("Parkside") submitted herewith, 27 parking spaces initially will be available to townhome owners on a first-come, first-served basis. The Parkside HOA may create additional or alternative parking policies in its Rules and Regulations.

The enclosed plat satisfies all required findings as noted below.

- 1. Is in substantial conformance with an approved development plan or development option plan or is a condominium or townhome subdivision of existing physical development.**

The Development Plan (P21-290) for this townhouse subdivision was approved by Town Council on February 7, 2022. The subdivision conforms to the approved development plan conditions approved with the Development Plan.

- 2. Complies with the standards of Section 8.5.4 of the LDRs.**

The subdivision complies with all standards in Section 8.5.4 of the LDRs. All required documentation has been submitted and all required components of the plat are included.

- 3. Complies with the subdivision standards of Division 7.2.**

This subdivision complies with the subdivision standards of Division 7.2. Townhouse subdivisions are permitted within the NL-5 zoning district. This is new construction and there are no existing tenants. The subdivision is in compliance with all the required improvements to serve the units.

- 4. Complies with all other relevant standards of these LDRs and other Town Ordinances.**

This subdivision complies with all other relevant standards of the LDRs and other Town Ordinances.

**AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT OF
PARKSIDE AT BENSON-BROWN STATION TOWNHOMES
ADDITION TO THE TOWN OF JACKSON**

TO WIT:

The undersigned being first duly sworn, deposes and says:

THAT the undersigned, for and on behalf of Teton County, Wyoming, a duly organized county of the State of Wyoming, has examined a copy of that plat prepared September 20, 2023, last revised [], of Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson, identical with Lots 1-6 of the 445 East Kelly Avenue Addition to the Town of Jackson recorded as Plat No. 1444 in the Office of the Clerk of Teton County, Wyoming, and being located within the SE1/4NW1/4 of Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming;

THAT said Teton County is the owner of the lands depicted on said plat of Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT the undersigned acknowledges that the subdivision of land depicted on said plat of Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson and described in said Certificate of Owner is with the free consent and in accordance with the desires of said Teton County; and

THAT the undersigned intends that his signature to and the recording of this Affidavit in the Office of the Clerk of Teton County, Wyoming shall have the same force and effect as his signature to the Certificate of Owner as contained on said plat.

**TETON COUNTY,
a duly organized county of the State of Wyoming**

Luther Propst
Teton County Commissioner

Date

ATTEST:

Maureen E. Murphy, Teton County Clerk

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing Affidavit was acknowledged before me by Luther Propst of the Board of County Commissioners of Teton County, a duly organized county of the State of Wyoming, and Maureen E. Murphy as County Clerk for Teton County, a duly organized county of the State of Wyoming, who are each personally known to me or have each established their identity and authority to be by reasonable proof, this ____day of _____, 2023.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:_____

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Kris Greenville, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of Habitat For Humanity of the Greater Teton Area, Inc., a Wyoming nonprofit corporation and that instrument was signed and sealed on behalf of said corporation, and said Board President acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: 9/8/2023

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: 445 East Kelly/Habitat Parkside Project
2. LOCATION: 445 E. Kelly Ave.
3. PROJECT NUMBER: TBD

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> </u>		1.75	<u> </u>
2 BEDROOM	<u>12</u>		2.25	<u>27</u>
3 BEDROOM	<u>6</u>		3.00	<u>18</u>
4 BEDROOM	<u> </u>		3.75	<u> </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>45</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{45} \text{ TOTAL PROJECTED POPULATION} \times \frac{\underline{9 \text{ ACRES}}}{1000 \text{ RESIDENTS}} = \underline{.405} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{.405} \text{ REQUIRED ACRES} \times \$100,000 \text{ (VALUE OF LAND)} = \$\underline{40,500} \text{ CASH-IN-LIEU}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

Jackson Hole News & Guide
PROOF OF PUBLICATION

COUNTY OF TETON
THE STATE OF WYOMING

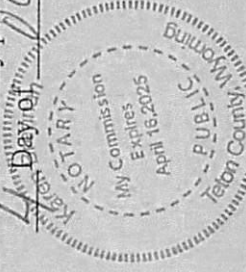
Kevin Olson

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS & GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on September 27, 2023

Subscribed in my presence and sworn to before me this

14 Day of October, 20 23

Kevin Olson



Kevin Olson
NOTARY PUBLIC

Fee for publication \$ 110.00 Charge to the following:

Account No: 44638 Name: Fodor Law Office

Address: PO Box 551 Jackson, WY 83001

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Wyoming Statute § 18-5-306, Teton County, Wyoming and Habitat for Humanity of the Greater Teton Area, Inc. intend to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at Jackson Town Hall. Please contact the Town of Jackson Planning Office at 307-733-0440 for scheduled meeting dates. The proposed subdivision will contain 18 townhome lots and additional common area/ancillary lots. The property is approximately 1.08 acres and is located within the SE1/4NW1/4 of Section 34, T41N, R116W, 6th P.M., Jackson, Teton County, Wyoming. The property is legally described as Lots 1-6 of the 445 East Kelly Avenue Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County Clerk on December 23, 2022 as Plat No. 1444.
Publish: 09/27, 10/04/23



First American Title™

Condition of Title Guarantee

ISSUED BY

First American Title Insurance Company

Guarantee

GUARANTEE NUMBER

50036956-0006044e

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

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

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

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: W-29349

Policy #: 50036956-0006044e

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

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

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

2. Notice of Claim to be Given by Assured.

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

3. No Duty to Defend or Prosecute.

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

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

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

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

GUARANTEE CONDITIONS (Continued)

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

5. Proof of Loss or Damage.

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

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

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

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

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

7. Limitation Liability.

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

8. Reduction of Liability or Termination of Liability.

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

9. Payment of Loss.

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

10. Subrogation Upon Payment or Settlement.

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

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

GUARANTEE CONDITIONS (Continued)

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

11. Arbitration.

Provision intentionally deleted.

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

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

13. Severability.

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

14. Choice of Law; Forum.

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

15. Notices, Where Sent.

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

**Condition of Title Guarantee
SCHEDULE A**

Order No.: W-29349
Guarantee No.: 50036956-0006044e
Date of Guarantee: July 26, 2023 at 7:30AM
Amount of Liability: \$400.00
Premium: \$400.00

1. Name of Assured:

Fodor Law Office, PC

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

Fee Simple

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

See Exhibit "A" for Legal Description

4. Assurances

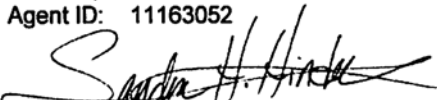
According to the Public Records as of the Date of Guarantee:

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

Teton County, a duly organized county of the State of Wyoming

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

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


Authorized Countersignature

Condition of Title Guarantee SCHEDULE B

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

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

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
8. General taxes for the year 2023, a lien in the process of assessment, not yet due or payable.
9. Rights of the public and others, as to that portion of the herein described property, if any, lying within East Kelly Avenue, a public road.
10. Matters Disclosed by Record of Survey recorded January 26, 1973, as (instrument) Map T-80, Official Records.
Map T-80

11. Affidavit pertaining to boundary adjustment, recorded June 2, 1983, as (book) 140 (page) 35, Official Records.
B140P35
12. Matters Disclosed by Record of Survey recorded June 9, 1988, as (instrument) Map T-80A, Official Records.
Map T-80A
13. All matters as delineated on the Official Plat of 445 East Kelly Avenue 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. 1444.
Plat 1444
14. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson, a municipal corporation of the State of Wyoming in a document recorded December 23, 2022, as (instrument) 1051712, Official Records:
Purpose: Sanitary Sewer Easement Agreement
1051712
15. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded December 23, 2022, as (instrument) 1051713, Official Records.
Affects Lots 4 and 5
1051713
16. Terms and Conditions of Agreement for Construction of Affordable Housing Units at 445 East Kelly Ave., by and between Teton County, a duly organized county of the State of Wyoming and Habitat for Humanity of the Greater Teton Area, a Wyoming nonprofit corporation, recorded January 10, 2023, as (instrument) 1052522, Official Records.
1052522
17. Terms and Conditions of Master Ground Lease for 445 E. Kelly Ave., by and between Teton County, Wyoming, a duly organized county of the State of Wyoming and Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming nonprofit corporation, recorded January 10, 2023, as (instrument) 1052523, Official Records.
1052523

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

TAX NOTE:

Taxes, special and general, assessment districts and service areas, for the year 2022.

Parcel 1 - Tax ID No. OJ-004023.

1st Installment: \$4,572.31 PAID

2nd Installment: \$4,572.31 PAID

Affects Underlying Property

Parcel 2 - Tax ID No. OJ-004024.

1st Installment: \$2,229.53 PAID

2nd Installment: \$2,229.53 PAID

Affects Underlying Property

EXHIBIT "A" – LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, and 6 of 445 East Kelly Avenue Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on December 23, 2022 as Plat No. 1444.

PIDN: TMP006047, TMP006048, TMP006049, TMP006050, TMP006051, TMP006052

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

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

TBD East Kelly, Jackson, WY 83001

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



MOTHER LODGE HOLDING COMPANY

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

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated December 1, 2022

This Privacy Policy ("Policy") describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, "Mother Lode," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

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

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

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

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.mlhc.com/privacy-policy>.

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

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

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

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

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

Contact Us privacy@mlhc.com or toll free at 1-877-626-0668

For California Residents

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

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.mlhc.com/privacy-policy or by calling toll-free at 1-877-626-0668.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.mlhc.com/privacy-policy or by calling toll-free at 1-877-626-0668.

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

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

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

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.mlhc.com/privacy-policy>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <https://www.mlhc.com/privacy-policy>.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

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

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

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

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

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

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

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

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

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

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

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

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

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

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

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

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

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

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

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

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

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

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

For California Residents

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

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

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

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

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

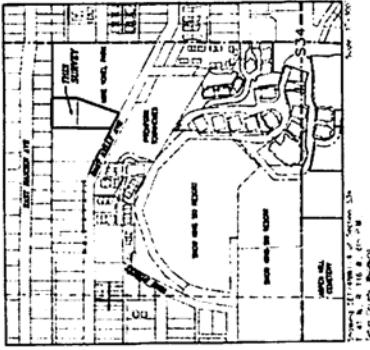
Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

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

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

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

VICINITY MAP



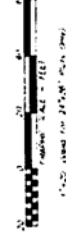
CONSULTANTS
 Y2 CONSULTANTS
 1450 W. 10TH STREET, SUITE 100
 JACKSON, WY 83202
 PHONE: 337.772.7000
 FAX: 337.772.7001
 WWW.Y2CONSULTANTS.COM

Final Plat
 PROJECT NUMBER: 20143
 DRAWING DATE: 10/01/2022
 PREPARED BY: JAC
 REVIEWED BY: JAC
 DATE: 10/01/2022
 PROJECT NAME: 445 East Kelly Avenue
 TOWN OF JACKSON, WY 83202

1 of 2

FINAL PLAT
445 East Kelly Avenue
Addition to the Town of Jackson
 Being a portion of
 SE1/4NW1/4 of Section 34
 T. 41 N., R. 116 W., 6th P.M.
 Teton County, Wyoming

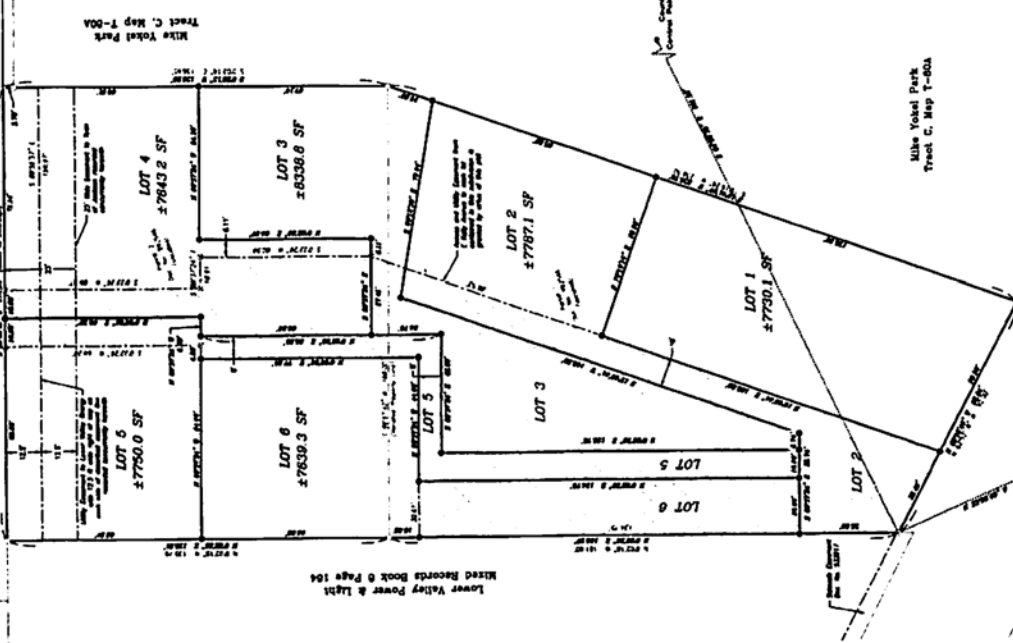
1444



Lot 10, Plat No. 221
 "Bruce Porter Subdivision"

Lot 11, Plat No. 221
 "Bruce Porter Subdivision"

Lot 12, Plat No. 221
 "Bruce Porter Subdivision"



Lower Valley Power & Light
 Mixed Records Book 6 Page 104

Mike Yokel Park
 Tract C, Map T-80A

NOTES: 1. ALL LOTS ARE TO BE CONVEYED TO THE TOWN OF JACKSON, WYOMING. 2. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL UTILITY LINES AND STRUCTURES. 3. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL STREETS AND ALLEYS. 4. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC UTILITIES. 5. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC SERVICES. 6. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC SAFETY. 7. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC HEALTH. 8. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC EDUCATION. 9. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC RECREATION. 10. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC CULTURE. 11. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC ARTS. 12. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC HISTORY. 13. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC SCIENCE. 14. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC TECHNOLOGY. 15. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC INNOVATION. 16. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC ENTREPRENEURSHIP. 17. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC LEADERSHIP. 18. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC CIVIL SERVICE. 19. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC PROFESSIONAL SERVICES. 20. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC ARTS AND CULTURE. 21. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC HISTORY AND HERITAGE. 22. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC SCIENCE AND TECHNOLOGY. 23. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC INNOVATION AND ENTREPRENEURSHIP. 24. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC LEADERSHIP AND CIVIL SERVICE. 25. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC PROFESSIONAL SERVICES AND ARTS AND CULTURE. 26. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC HISTORY AND HERITAGE AND SCIENCE AND TECHNOLOGY. 27. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC INNOVATION AND ENTREPRENEURSHIP AND LEADERSHIP AND CIVIL SERVICE. 28. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC PROFESSIONAL SERVICES AND ARTS AND CULTURE AND HISTORY AND HERITAGE AND SCIENCE AND TECHNOLOGY. 29. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC INNOVATION AND ENTREPRENEURSHIP AND LEADERSHIP AND CIVIL SERVICE AND PROFESSIONAL SERVICES AND ARTS AND CULTURE AND HISTORY AND HERITAGE AND SCIENCE AND TECHNOLOGY. 30. THE TOWN OF JACKSON, WYOMING, SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL PUBLIC INNOVATION AND ENTREPRENEURSHIP AND LEADERSHIP AND CIVIL SERVICE AND PROFESSIONAL SERVICES AND ARTS AND CULTURE AND HISTORY AND HERITAGE AND SCIENCE AND TECHNOLOGY.

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-194		COUNTY CLERK REVIEW COMMENTS	The Plat has been reviewed and the only thing I noticed was the Town Planner doesnt say Town Planning Director. The Plat and the Affidavit of Acknowledgment will be free, and the Covenants will have an extra \$8.00 added because of the 18 units. Thank you, Corri County Clerk's Office FINAL PLAT COMMENTS P23-194 ADDRESS: 445 E Kelly OWNER: Teton County, WY APPLICANT: Habitat for Humanity c/o Fodor Law Office 11/20/2023 Jeff Silliman and Brian Lenz, 733-3079 DATE OF SUBMITTAL: 10/27/2023 DATE OF MATERIALS: PLAT 9/20/2023; Application 10/27/2023 REVISION NO.: 00 BOND FOR MONUMENTATION: None at this time (\$8,250.00 received with P22-066 Subdivision Plat) 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. PRIOR TO RECOMMENDING PLAT APPROVAL THE FOLLOWING SHALL BE ADDRESSED: NOTES 1.Adjust note pertaining to stormwater systems to acknowledge the treatment system, NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS CERTIFICATE OF ENGINEER 1.Add stormwater and stormwater treatment facilities to the list. Change the is to an are for multiple utilities. CERTIFICATE OF SURVEYOR 1.The certificate calls out the subdivision as identical to Plat 1444 which should have the same		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-194		ENGINEERING DEPARTMENT COMMENTS	more particular description as what follows. Duplicate information increases the chance of conflict. Is the detailed description necessary. Review and revise accordingly. CERTIFICATE OF OWNER 1.Notes refer to owners of a lot should be revised to clarify owners of a Townhome Lot. Townhome Lot should be defined. Based on the narrative, the occupants of the townhomes will only own the Townhome Improvements. Habitat will have a ground lease and the county will own the land. It is not clear who will own the Townhome Lots themselves. Further, there is a statement that the Common Area Lots will be conveyed to the HOA but according to the narrative these will remain owned by the County and it is not clear if the Common Area Lots exclude or include the Townhome Lots. The structure of the agreements, ownerships, and easements should be reviewed to verify that they are structured correctly. For example, if the access and utility easement benefits owners of the lots but none of the occupants own a lot then do they actually benefit from the access and utility easement. Revise documents accordingly. 2.The statement pertaining to the right to grant future easements should read hereby rather than here. Review and revise accordingly. 3.If the development is subject to the 99 year lease and the lease is a recorded document, should it be listed in the certificate of owner? Review and revise accordingly. 4.Should the plat address the lease, sublease, and ownership of just the townhome improvements? Review and revise accordingly. PLAT SHEETS 1.Check survey measurements and bearings for Lot 99. a.East sides of Lot 99 and lot 100 do not measure correctly. Review and revise accordingly. 2.Inconsistencies in measurements along lot lines that include easements, i.e. in some cases line segment is dimensioned to a dimensioned easement and in other cases the line segment dimension includes the easement. Preference is that the distances denote the length of the line segment independent of any easements. Review and revise accordingly. 3.The Detailed LCE information duplicates the information shown on the Townhome Lot map. Recommend that this information is only available in one location to prevent conflicts. 4.Only the rear decks are listed as Limited Common Elements. Front decks are included as part of the Townhome Lots, though they are not on the same foundation. Review whether this difference is correct and revise accordingly. Decks in the 25 Town easement need to be removable. 5. Front and back decks do not appear to reflect the sizes conveyed in the building permit drawings. Sizes of the front decks vary between building permit applications. Review and revise accordingly. 6.Townhouse lots have only one tie to Common Area Lots. Review and verify that two ties are not warranted. 7.Dimensioning of LCEs is to other LCEs and not to Townhome Lots. Review and revise accordingly. 8.It is not clear which map the scale bar and north arrow are relevant to, LCEs or plat map.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
			Review and revise accordingly. 9. Typically, townhomes are not platted until their foundations have been built. The proposed plat has at least two buildings that may not have foundations. Confirm that the foundations have been built and surveyed. Add notes regarding which part of the structure coincides with the Townhome Lots. There has been discussion that Townhome lots should be larger than the foundation to accommodate construction tolerances, overhanging siding, roofs, etc. Review and revise accordingly. 10. While statute calls for the monumentation of the lots, in the case of the common area lots does it makes sense to not monument the common area lots and monument the more relevant access easement instead. Also, clarify if the monuments stated to be set with plat 1444 were set by that surveyor or if they would be set by the surveyor for this plat. 11. Boundary dimensions, check for scale and that they match lengths and areas.		
P23-194		PLANNING DEPARTMENT COMMENTS	The below comments related to Lot 99 and Lot 100. 1. Minimum Lot Size (LDR Section 5.9.6.4) No Admin Adjustment needed. The minimum lot size limit on a property with a structure listed on the Jackson Historic Register may be eliminated for the purpose of separating the historic property on an individual lot. However, all resulting lots shall meet all applicable requirements of the LDRs with the exception that the Registered Historic Resource may be as close as five feet from any newly created rear setback. In addition, the Registered Historic Resource shall be protected in perpetuity on the lot (repositioning allowed) by the recordation of a historic preservation easement. This needs to be recorded with the plat 2. Landscape Surface Ratio (LSR) - Need to confirm what the remaining LSR is for both lots. If splitting off Lot 99 makes either nonconforming, it may need an Admin Adjustment. Paul and I discussed possibly addressing this through the historic preservation easement by adding language in it that preserves/protects the LSR on Lot 99 for the greater good of the subdivision even though the subdivision will be managed separately through the HOA. 3. Setbacks As long as the new property lines for Lot 99 are not closer than 5 to the Benson Cabin, no Admin Adjustment is needed per LDR Section 5.9.6.4. above. 4. Who will own Lot 99? Is there a deed to this effect?		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-194		SURVEY REVIEW	General content Both plat sheets are labeled Sheet 1 of 2 The surveyors logo should be plotted in black not color. The vicinity map is lacking a north arrow. The source of the Basis of Bearing should be noted on the map and within the Certificate of Surveyor. Teton County coordinates must be shown on at least two points. Unfortunately, this requirement was not met on Platt 1444 but must be addressed on this plat. Ties to two PLSS corners must be shown. This requirement was only partially met on Plat 1444 but needs to be addressed on this plat The purpose of that 25 wide easement to (the) Town of Jackson should be identified. The boundaries of the individual townhome lots must be monumented. The paragraph within the Certificate of Owner granting an easement to all utility companies must identify those companies specifically.		
			Access Background/General Thoughts The existing access as granted on Plat 1444 was put in place to address the statutory access requirement (early versions of the plat were lacking access for the majority of the lots, as the thinking at the time was that the plat is going to be vacated anyway and we can deal with access to each parcel at that time.) As a result, the access easement established on Plat 1444 is broad, not specifically defined in terms of road/driveway location within the easement area, and appears to encompass land that will be used for other purposes, such as parking. My memory (which, granted, could be incorrect) is that the plan was to vacate the access established on Plat 1444 upon the platting of the townhome plat (this plat), and grant a final/more specific access easement. Access Per Proposed Plat Paragraphs 8 and 11 of the Certificate of Owner address access as follows: Paragraph 8 states that lots 200, 300, 400, 500, and 600 are subject to the access easement granted on Plat 1444, but does not reference benefitted parties. Paragraph 11 states that a non-exclusive access easement over the Common Area lots is granted by virtue of this plat to all owners of lots within the subdivision. Access Questions Is Paragraph 11 meant to reference the existing access easement burdening most of the Common Area lots? It would appear that access can be unrestricted/anywhere within those lots based on the Paragraph 11 language.		

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
P23-194		TITLE REVIEW	What about Common Area Lot 100? It is my understanding the access off Kelly may burden Lot 100, but it is not included in the Plat 1444 easement.		
			Lot 99 will this lot be directly accessed via East Kelly, or via the Common Area roadway/easement?		
			Lots 101, 102, 103 what is the contemplated access for these parcels? Common Area Lot 100 extends directly to East Kelly, is this for the purpose of access? Parking is not shown will this be within the cross-hatched easement area? Will a separate map be recorded?		
			Is the specific location of the actual roadway known at this time? If so, is there a reason why the plat is not showing the specific roadway area?		
			Access Summary We recommend more clarity/specificity per the above comments.		
			Other Caption: We recommend changing Being identical to Lots 1-6 of Plat No. 1444 to Being identical to Lots 1-6 of 445 East Kelly Addition to the Town of Jackson, Plat No. 1444.		
			Next Steps: Strike the following language = 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/ACKNOLWEDGEMENT - 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.		
	11/29/2023	INITIAL REPORT		TVALENTINE@JACKSONWY.GOV	
	11/30/2023	RECORD DOCUMENTS		JSILLIMAN@JACKSONWY.GOV	11/30/2023

Workflow Notes

Permit Number	Begin Date	Step Type	Text	Created By	End Date
	12/07/2023	JOINT HOUSING DEPARTMENT COMMENTS		TVALENTINE@JAC KSONWY.GOV	
	12/12/2023	START DEPARTMENT COMMENTS		TVALENTINE@JAC KSONWY.GOV	
	12/27/2023	DETERMINATION OF SUFFICIENCY		TVALENTINE@JAC KSONWY.GOV	
		COMPLETENESS REVIEW			
		POLICE DEPARTMENT COMMENTS			
		TC PUBLIC NOTICE			
		FIRE DEPARTMENT COMMENTS			
		COMPLETE REPORT			
		PARKS AND RECREATION DEPARTMENT COMMENTS			
		LEGAL DEPARTMENT COMMENTS			
		TOWN COUNCIL MEETING			
		TC KEY ISSUES			
		PATHWAYS DEPARTMENT COMMENTS			
		FINAL REPORT			
		FINAL LETTER			
		BUILDING DEPARTMENT COMMENTS			

STAFF REPORT



Meeting Date:	March 4, 2024	Meeting Title:	Town Council Regular
Submitting Department:	Administration	Presenter:	Susan Scarlata
Agenda Item:	Resolution 24-02 Sister City Relationship – Hueyotlipan, Mexico	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council established a Sister City relationship with the City of Tlaxcala, Mexico by Resolution in December of 2021. The purpose of this item is for Council to consider replacing that resolution with a new resolution to establish a Sister City relationship with the municipality of Hueyotlipan, Mexico, a Town within the state of Tlaxcala, which has deeper connections with residents here in Jackson.

Requested Action.

Staff requests Council read and discuss the resolution and consider approval.

Recommendations.

Staff recommends the Council approve Resolution 24-02 as proposed.

Background.

In December of 2021, Town Council passed Resolution #21-29, Establishing a Sister City Relationship with Tlaxcala, Mexico. The Resolution approved here in Jackson highlights the similar geographies our two areas have in common, both being inland, mountainous areas with national parks nearby and many seasonal visitors. Further, it emphasizes the shared cultural heritage between Tlaxcala and Jackson as many Tlaxcaltecs have moved to, worked in, and settled in Jackson over the last 30 years. Initially, staff heard from counterparts in the City of Tlaxcala that the Mayor and Council there would pass a similar resolution.

Last year, through time spent on-the-ground in Mexico, staff learned that the City of Tlaxcala, with whom the Town of Jackson had previously been in contact with about a Sister City relationship, had turnover in leadership and is no longer motivated to cultivate a Sister City exchange. This relationship was burgeoning when contact with representatives from the city of Tlaxcala fell off. Representatives assured our staff that their Mayor and Council would also pass a Sister City Resolution, but unfortunately that never came to pass. Understanding that it did not seem likely the City of Tlaxcala would move ahead in passing a resolution, staff here began to pursue other options. We were able to establish connection and gauge interest with representatives in the government of the Town of Hueyotlipan, which is one of the municipalities in the state of Tlaxcala from which many in Jackson have emigrated. Government officials in Hueyotlipan, which understands and recognizes the connection and relationship with our Town, have expressed interest in establishing and investing in a mutual Sister City relationship.

Analysis.

The resolution passed in December of 2021, was to establish a Sister City Relationship with Tlaxcala, Mexico. That resolution highlights similar geographies and emphasizes that Tlaxcala and Jackson are directly linked by shared cultural heritage. Updates to the resolution emphasize that it is largely Tlaxcaltecs from the Towns of Hueyotlipan and Sam Simeon who have emigrated to Jackson. Much in the prior resolution still applies to a potential Sister City relationship with the Town of Hueyotlipan, which also details that a continued partnership could include formal exchanges via video calls and further programs and opportunities to learn from one another and gain perspective about what is happening in our towns on the local level.

Possible Alternatives.

Council could choose not to support this initiative.

Comprehensive Plan & Priority Alignment.

The Comp Plan's third Common Value is 'Quality of Life,' which highlights that our community takes pride in our local identity and community character. In recent decades, many people with ancestors from and connections to the Towns of Hueyotlipan and San Simeon have emigrated to Jackson. As our community evolves, the high-quality social, cultural, and recreational services mentioned in the Comp Plan encompasses providing these things for members of our community with Latin and/or Hispanic heritage and connections to Tlaxcala. Establishing this Sister City relationship between our towns will help further the welcoming and belonging the Town can extend to our residents with ties to Tlaxcala.

Fiscal Impact.

There is no fiscal impact for this item at this time.

Staff Impact.

Community Development staff have spent a total of five hours on this item. There are a number of Town staff members with connections to Tlaxcala, so this effort is a valuable method for supporting and helping steward relationships between both Towns and among community members in each location.

Attachments or Links.

Resolution #24-02 to replace Resolution #21-29.

Suggested Motion.

I move to pass the attached Resolution to establish a Sister City relationship with the Town of Hueyotlipan, Mexico.

RESOLUTION #24-02
ESTABLISHING A SISTER CITY RELATIONSHIP WITH HUEYOTLIPAN, TLAXCALA, MEXICO

WHEREAS, Jackson and the Town of Hueyotlipan in the state of Tlaxcala, Mexico share similar geographies both being inland, mountainous areas with national parks nearby and many seasonal visitors; and

WHEREAS, Jackson and Hueyotlipan are directly linked by shared cultural heritage as many Tlaxcalans have moved to, worked in, and settled in Jackson over the last 30 years; and

WHEREAS, entering into a Sister City relationship with Hueyotlipan, Mexico will formalize and strengthen the relationship between our two cities; and

WHEREAS, initial relationship building between Jackson and Hueyotlipan has already occurred through support for cultural exchanges in the past and projects engaging residents in both places; and

WHEREAS, continued partnership may include more exchange opportunities between both municipalities and the creation of programs and opportunities to learn from one another and gain perspective about what is happening in our respective communities.

NOW, THEREFORE, BE IT RESOLVED that the Town of Jackson, acting by and through its Town Council, establishes a Sister City relationship with Hueyotlipan, Tlaxcala, Mexico.

APPROVED THE 4th DAY OF MARCH 2024.

Town of Jackson

By: _____
Mayor Hailey Morton Levinson

ATTEST: _____
Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	March 4, 2024	Meeting Title:	Regular Town Council – Ordinance
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	NH-1 Text Amendment – Second Reading of Ordinance P (P23-168).	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider at Second Reading Ordinance P which amends the official text of the NH-1 zoning district in the Land Development Regulation (LDR) Section 2.2.9.

Requested Action.

Request to approve Ordinance P to amend the Official Zoning Text of the LDRs to add a Workforce Housing Incentive to the Neighborhood High Density-1 (NH-1) zoning district by allowing a fourth story and height bonus for sites that meet eight specified criteria. The proposed text amendment would modify the following sections of the LDRs:

- Section 2.2.9.A - Intent
- Section 2.2.9.E – Additional Zone-Specific Standards

Recommendations.

The Planning Director recommends **approval** of Ordinance P as presented in the attachment to this staff report.

Background.

Item P23-168 was originally approved by the Town Council (3-2 vote) on January 8, 2024, which had seven criteria required for a site to be qualified for a fourth story in the NH-1 zone. However, at the January 22, 2024, Town Council meeting, the Council unanimously voted (5-0 vote) to reconsider their original January 8th approval of the Text Amendment. The Town Council later reconsidered and approved (3-2 vote) Item P23-168 on February 5, 2024, choosing Option #1d which increased the acreage for qualified sites from two acres to three acres, and added an eighth criteria, Criteria “h”, requiring that qualified sites also be located adjacent to a Commercial Residential-3 (CR-3) zoned property.

Analysis & Key Policy Questions.

On February 5, 2024, the Council approved an LDR Text Amendment to the NH-1 zone to allow a fourth story and workforce housing height bonus for sites that meet eight specified criteria per Option #1d. Prior to a change in the official zoning text becoming official, three ordinance readings are required. The Town Council approved Ordinance P on First reading at their regularly scheduled meeting on February 26, 2024.

The key issues for this application are whether a zone-wide text amendment is the right approach to allow the intended future development of the Virginian site and whether this approach would create undesired negative impacts on the NH-1 zone as a whole. The Town Council discussed these key issues at the February 5, 2024, Council meeting and found (3-2 vote) that the proposed text amendment was appropriate and would align with the desired future character of the NH-1 zone.

Possible Alternatives.

Potential alternatives to the proposed amendment may include:

1. **Approve Ordinance P with changes.** One potential change could be to increase the 3-acre minimum to something larger such as a 4-acre minimum. Another potential change could be adding or modifying the criteria to address better setting back and stepping down the fourth story.
2. **Not approve Ordinance P and pursue CR-3 Zone with deed restriction to not allow commercial development:** Under this alternative, the Council would pursue a Zoning Map Amendment to change the zoning of the Virginian property from NH-1 to CR-3 and restrict the property to prohibit commercial development/use. This option would take roughly 7-8 months to complete including ordinance readings.
3. **Not approve Ordinance P and pursue creation of new zone for Virginian site.** Under this alternative, Council would direct staff to create a new residential zoning district for the Virginian site that is similar to NH-1 but also allows a 4th story and height bonus for Workforce deed-restricted housing. This option would take roughly one year before it could be brought before the Town Council for review and consideration. The reason this option has a longer timeframe than the option above is staff would need additional time to create a new zone before an application could even be submitted.
4. **Other.**

Comprehensive Plan & Priority Alignment

Below are the factors that the Council considered at its regular meeting on February 5, 2024, and its conclusion for each.

Land Development Regulation Text Amendment (P23-618): Pursuant to Section 8.7.2 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. The primary purpose of the LDRs is to implement the goals expressed in the Comprehensive Plan and promote the health, safety, and general welfare of present and future generations. Staff finds that the text amendment meets numerous Comprehensive Plan goals and objectives. Generally speaking, the fourth story bonus allows more opportunity for deed-restricted housing allowing access to stable housing which protects the welfare of our community. This amendment also allows additional housing to be built in complete neighborhoods near services which reduces single-vehicle trips supporting the goals within two of the major Common Values of Community Character: Ecosystem Stewardship and Growth Management. In addition, the fourth story bonus criteria are consistent with the organization of the LDRs as they provide predictable standards similar to those that are already in place in the LDRs, specifically the CR-3 zoning district.

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

Complies. Staff finds that the proposed text amendment improves the consistency with other provisions of the LDRs by allowing incentives that are already allowed in other zones such as CR-3. These incentives are consistent with the various efforts made in the 2018 town-wide rezone that also allowed and

encouraged higher densities and housing bonuses. Since the LDRs already allow similar incentives, staff find that the proposed text amendment is consistent with the current tools available to provide flexibility for building workforce housing.

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

Complies. Staff finds that the proposed text amendment provides flexibility for certain landowners who qualify for the specified criteria to build additional workforce-restricted housing. As with any bonus, the proposed amendments would allow owners to develop new projects or develop incrementally within an existing development provided they comply with the NH-1 standards and addition criteria. In addition, since these changes are optional and do not apply to all NH-1 zoned properties, staff does not find that there will be a significant impact on the overall character of the zone. Finally, the criteria applicable to these text amendments are clearly defined and do not conflict with other applicable standards.

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

Complies. Staff finds that the proposed text amendment is necessary to address a public necessity. With rising living costs, limited land to develop, and a limited housing supply, the need for stable workforce housing in Jackson is at the forefront of public necessity. The fourth story bonus, which is already active in the CR-3 zone, is just one of many existing incentives in place geared at reducing barriers to housing and encouraging denser workforce housing developments. The fourth story bonus incentive will help address the housing needs sooner rather than later while being built within criteria that are appropriate for the desired character of the area.

5. Improves implementation of the Comprehensive Plan; and

Not applicable per WY state statute.

6. Is consistent with other adopted Town Ordinances.

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

Fiscal Impact.

No fiscal impact at this time. However, once the third Ordinance is approved, there will be a cost to publish the Ordinance in Jackson Hole News and Guide.

Staff Impact.

The time spent preparing this staff report and Ordinance was approximately 6-8 hours.

Attachments or Links.

Ordinance P

First Ordinance Reading Staff Report

SUGGESTED MOTION

I move to approve Ordinance P on Second reading.

ORDINANCE P

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1197 (PART), 1217, 1313, 1316, AND 1343, SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTION 2.2.9.A AND 2.2.9.E OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS REGARDING NEIGHBORHOOD HIGH DENSITY-1 (NH-1) AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1197 (PART), 1217, 1313, 1316, and 1343; Section 2 of Town of Jackson Ordinance No. 1074 (part) and Section 2.2.9.A and 2.2.9.E of the Land Development Regulations are hereby amended and reenacted to read as follows:

2.2.9. NH-1: Neighborhood High Density 1.

A. Intent.

...

2. **Buildings:** Buildings of three or more attached units can be up to three stories in height. Single or multiple detached buildings, each building with multiple units, on a site is common. Incentives are provided to encourage variety in roof pitch, design, and on certain sites a 4th story workforce housing bonus.

...

- E. **Additional Zone-specific Standards.** The following standards apply in addition to all other standards applicable in the NH-1 zone.

...

2. **Workforce Housing Incentive for Additional Height.** A structure may be 48 feet in height and 4 stories provided the following criteria are met.
 - a. The following standards apply to the amount of additional floor area achieved through the increase in structure height; however, the actual floor area to which the following standards apply may be distributed throughout the structure.
 - i. It shall be deed restricted workforce, affordable, or employee housing with an occupancy restriction.
 - ii. It may have an employment and/or price restriction.
 - iii. It shall be exempt from the calculation of affordable housing required but shall not be used to meet the affordable housing requirement for the project.
 - iv. Fourth story may be used for parking that serves the deed restricted residential units.
 - b. The project shall provide the affordable housing required by Div. 6.3. on site.
 - c. The site shall be at least three (3) contiguous acres to provide opportunity for sufficient setback from and building height step down to small scale development.
 - d. The site shall be served by transit within 1/4 mile.

- e. The site shall be within 1/4 mile walking distance from numerous commercial services routinely needed by residents.
- f. The additional building height shall not increase the floor area allowance or decrease the required open space.
- g. For all street facades, the 4th story shall be stepped back a minimum of 10' for at least 40% of the overall façade width. Roofs above the stepped-back portions may encroach a maximum of 3' into the 10' setback.
- h. The site shall be adjacent to a CR-3 zoned property.

(Ord. _____ § 1, 2024; Ord. 1343 § 1, 2023; Ord. 1316 § 1, 2021; Ord. 1313 § 1, 2022; Ord. 1217 § 1, 2019; Ord. 1197 (part) § 1, 2018; Ord. 1074 § 2, 2016)

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____, 2024.

PASSED 2ND READING THE _____ DAY OF _____, 2024.

PASSED AND APPROVED THE _____ DAY OF _____, 2024.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:

BY: _____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2024.

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

Riley Taylor, Town Clerk

STAFF REPORT



Meeting Date:	February 26, 2024	Meeting Title:	Regular Town Council
Submitting Department:	Planning	Presenter:	Tyler Valentine
Agenda Item:	NH-1 Text Amendment - First Reading of Ordinance P (P23-168).	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to consider at First Reading Ordinance P which amends the official text of the NH-1 zoning district in the Land Development Regulation (LDR) Section 2.2.9.

Requested Action.

Request to approve Ordinance P to amend the Official Zoning Text of the LDRs to add a Workforce Housing Incentive to the Neighborhood High Density-1 (NH-1) zoning district by allowing a fourth story and height bonus for sites that meet eight specified criteria. The proposed text amendment would modify the following sections of the LDRs:

- Section 2.2.9.A - Intent
- Section 2.2.9.E – Additional Zone-Specific Standards

Recommendations.

The Planning Director recommends **approval** of Ordinance P as presented in the attachment to this staff report.

Background.

Item P23-168 was originally approved by the Town Council (3-2 vote) on January 8, 2024, which had seven criteria required for a site to be qualified for a fourth story in the NH-1 zone. However, at the January 22, 2024, Town Council meeting, the Council unanimously voted (5-0 vote) to reconsider their original January 8th approval of the Text Amendment. The Town Council later reconsidered and approved (3-2 vote) Item P23-168 on February 5, 2024, choosing Option #1d which increased the acreage for qualified sites from two acres to three acres, and added an eighth criteria, Criteria “h”, requiring that qualified sites also be located adjacent to a Commercial Residential-3 (CR-3) zoned property.

Analysis & Key Policy Questions.

On February 5, 2024, the Council approved an LDR Text Amendment to the NH-1 zone to allow a fourth story and workforce housing height bonus for sites that meet eight specified criteria per Option #1d. Prior to a change in the official zoning text becoming official, three ordinance readings are required.

The key issues for this application are whether a zone-wide text amendment is the right approach to allow the intended future development of the Virginian site and whether this approach would create undesired negative impacts on the NH-1 zone as a whole. The Town Council discussed these key issues at the February 5, 2024, Council meeting and found (3-2 vote) that the proposed text amendment was appropriate and would align with the desired future character of the NH-1 zone.

Possible Alternatives.

Potential alternatives to the proposed amendment may include:

1. **Approve Ordinance P with changes.** One potential change could be to increase the 3-acre minimum to something larger such as a 4-acre minimum. Another potential change could be adding or modifying the criteria to address better setting back and stepping down the fourth story.
2. **Not approve Ordinance P and pursue CR-3 Zone with deed restriction to not allow commercial development:** Under this alternative, the Council would pursue a Zoning Map Amendment to change the zoning of the Virginian property from NH-1 to CR-3 and restrict the property to prohibit commercial development/use. This option would take roughly 7-8 months to complete including ordinance readings.
3. **Not approve Ordinance P and pursue creation of new zone for Virginian site.** Under this alternative, Council would direct staff to create a new residential zoning district for the Virginian site that is similar to NH-1 but also allows a 4th story and height bonus for Workforce deed-restricted housing. This option would take roughly one year before it could be brought before the Town Council for review and consideration. The reason this option has a longer timeframe than the option above is staff would need additional time to create a new zone before an application could even be submitted.
4. **Other.**

Comprehensive Plan & Priority Alignment

Below are the factors that the Council considered at its regular meeting on February 5, 2024, and its conclusion for each.

Land Development Regulation Text Amendment (P23-618): Pursuant to Section 8.7.2 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. The primary purpose of the LDRs is to implement the goals expressed in the Comprehensive Plan and promote the health, safety, and general welfare of present and future generations. Staff finds that the text amendment meets numerous Comprehensive Plan goals and objectives. Generally speaking, the fourth story bonus allows more opportunity for deed-restricted housing allowing access to stable housing which protects the welfare of our community. This amendment also allows additional housing to be built in complete neighborhoods near services which reduces single-vehicle trips supporting the goals within two of the major Common Values of Community Character: Ecosystem Stewardship and Growth Management. In addition, the fourth story bonus criteria are consistent with the organization of the LDRs as they provide predictable standards similar to those that are already in place in the LDRs, specifically the CR-3 zoning district.

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

Complies. Staff finds that the proposed text amendment improves the consistency with other provisions of the LDRs by allowing incentives that are already allowed in other zones such as CR-3. These incentives are consistent with the various efforts made in the 2018 town-wide rezone that also allowed and

encouraged higher densities and housing bonuses. Since the LDRs already allow similar incentives, staff find that the proposed text amendment is consistent with the current tools available to provide flexibility for building workforce housing.

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

Complies. Staff finds that the proposed text amendment provides flexibility for certain landowners who qualify for the specified criteria to build additional workforce-restricted housing. As with any bonus, the proposed amendments would allow owners to develop new projects or develop incrementally within an existing development provided they comply with the NH-1 standards and addition criteria. In addition, since these changes are optional and do not apply to all NH-1 zoned properties, staff does not find that there will be a significant impact on the overall character of the zone. Finally, the criteria applicable to these text amendments are clearly defined and do not conflict with other applicable standards.

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

Complies. Staff finds that the proposed text amendment is necessary to address a public necessity. With rising living costs, limited land to develop, and a limited housing supply, the need for stable workforce housing in Jackson is at the forefront of public necessity. The fourth story bonus, which is already active in the CR-3 zone, is just one of many existing incentives in place geared at reducing barriers to housing and encouraging denser workforce housing developments. The fourth story bonus incentive will help address the housing needs sooner rather than later while being built within criteria that are appropriate for the desired character of the area.

5. Improves implementation of the Comprehensive Plan; and

Not applicable per WY state statute.

6. Is consistent with other adopted Town Ordinances.

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

Fiscal Impact.

Staff is not aware of any current fiscal impacts with this Text Amendment.

Staff Impact.

The time spent preparing this staff report and Ordinance was approximately 6-8 hours.

Attachments or Links.

Ordinance P

Staff report from February 5, 2024, Council meeting

SUGGESTED MOTION

I move to approve Ordinance P on first reading.

STAFF REPORT



Meeting Date:	March 4, 2024	Meeting Title:	Town Council Regular Meeting
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Ordinance Q – Council Salaries First Reading	Public Comment:	Yes

Purpose & Policy Considerations.

The Jackson Municipal Code indicates that the compensation of the Mayor and members of Council shall be reviewed no later than February 28 of each general election year. Passage of ordinances require 3 readings of the Town Council with a minimum of 10 days between 1st and 3rd reading.

Requested Action.

The requested action is for the Mayor and Council to review the draft ordinance updating Mayor and Council salaries, review the information that will be provided at the March 4 meeting regarding staff salary increases and revenue increases since 2022, and either adopt Ordinance Q on first reading as presented or with changes.

Recommendations.

While staff makes no recommendation on any changes to Council salaries, if Council is in favor of amending Council salaries as set forth in Ordinance Q, staff would recommend they adopt Ordinance Q on first reading either as presented or with changes.

Background.

Town Council discussed Council salaries at the February 26, 2024 regular Town Council meeting and directed staff to place Ordinance Q on the agenda for first reading at the March 4, 2024 regular Town Council meeting. Council also directed staff bring back information related to average staff wage increases and revenue increases since 2022. This additional information will be provided at the meeting on March 4, 2024.

To recap, the current Mayor and Council annual salaries are \$44,000 for the Mayor and \$36,000 for Council. The Town Council last updated salaries in 2022. Using the December information from inflation related to all items in the U.S. city average, all urban consumers, not seasonally adjusted annual average figures since salaries were last updated, and then rounding that dollar figure, the Finance Director calculated it would result in a 13.2% increase which would be \$49,809 for the Mayor and \$40,753 for Council. Staff rounded those figures up and the result would be \$50,000 and \$41,000, respectively.

Below is a table showing the number of Council meetings over time. Staff also researched and compiled the total number of hours spent in Council meetings for 2021 – 2023 to provide another perspective. Please note that the total meeting hours does not include time spent by elected officials outside of meetings in preparation for meetings.

Council Meetings									
	2023	2022	2021	2020	2019	2015	2010	2008	2005
Number of Meetings	74	76	78	91	76	80	84	92	75
Total Meeting Hours	185	210.3	193.4						

Wyo. Stat. §15-3-205 sets minimum salaries for first class cities but not maximums.

Wyo. Stat. §15-4-105(b) prohibits changing the salary of any elective officer during their term of office. There are 3 seats on the Council up for election in 2024, which are 2 Council seats and the Mayor's seat. If Ordinance Q is adopted

on all three readings and the draft ordinance is approved, those three new elected officials or re-elected officials will receive a higher wage for 2025 and 2026 than the remaining 2 Councilmembers whose current terms of office will not expire until December 31, 2026. If there is no action taken on increasing Council salaries, all salaries will be brought up to the 2022 level of \$44,000 for the Mayor and \$36,000 for Council.

Analysis.

Key Policy Question #1 – Does Council wish to update the salaries to \$50,000 and \$41,000 for the Mayor and Council respectively?

If the answer is yes, Council should adopt Ordinance Q on first reading. If the Council would like to set different salaries, they can amend Ordinance Q and still adopt it on first reading.

Possible Alternatives.

The Mayor and Council can choose to leave salaries at their current level or choose a different method of calculation of an increase or simply choose a different amount. With the updated information provided at the March 4 meeting, Council can choose to amend the salaries listed in Ordinance Q and still adopt it on first reading.

Comprehensive Plan & Priority Alignment.

The Town Council sets the Comprehensive Plan jointly with Teton County, provides policy direction, provides course corrections, adopts action plans and work plans related to implementation of the Comprehensive Plan. As a First Class City, the Council can set salaries for elected officials that may encourage public service.

Fiscal Impact.

Should the Council ultimately adopt Ordinance Q on three readings with updated salaries of \$50,000 and \$41,000 for the Mayor and Council respectively, the fiscal impact would be the difference between the current salaries and the proposed salaries along with associated FICA and pension costs. There is no fiscal impact in FY24 because the fiscal year ends June 30, 2024 (prior to newly elected officials taking office in January 2025). The fiscal impact for FY25 (July 1, 2024 – June 30, 2025) would be \$16,864 as shown below:

Council Salaries				
Position	2024 Elected Officials	2024 Salaries	2025 Elected Officials	2025 Salaries
Council	Arne Jorgensen	\$ 36,000.00	Arne Jorgensen	\$ 36,000.00
Council	Jonathan Schechter	\$ 36,000.00	Jonathan Schechter	\$ 36,000.00
Mayor	Hailey Morton Levinson	\$ 39,300.00	Pending Election	\$ 50,000.00
Council	Jessica Sell Chambers	\$ 32,750.00	Pending Election	\$ 41,000.00
Council	Jim Rooks	\$ 32,750.00	Pending Election	\$ 41,000.00
	Total	\$176,800.00	Total	\$ 204,000.00
2025 Total				\$ 204,000.00
2024 Total				\$ 176,800.00
Annual Difference in Wages				\$ 27,200.00
FICA and Pension Cost on Annual Difference				\$ 6,528.00
Annual Wage Difference and FICA/Pension Combined				\$ 33,728.00
FY25 Fiscal Impact				\$ 16,864.00
FY26 Fiscal Impact				\$ 33,728.00

If Council picks an alternate salary figure, the fiscal impact for FY25 and FY26 would be different.

Staff Impact.

Staff impact to date on this issue has been approximately 20 hours. Staff impact to update Council salaries is minimal and would take an additional 1 hour.

Attachments or Links.

Ordinance Q.

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

I move to approve Ordinance Q on first reading as presented.

ORDINANCE Q

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1315, 1252, 787, 717, 326, AND 226 AND SECTIONS 1-3 OF TOWN OF JACKSON ORDINANCE NO. 1 AND SECTION 2.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING COMPENSATION FOR MAYOR AND COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1315, 1252, 787, 717, 326, and 226 and Sections 1-3 of Town of Jackson Ordinance No. 1 and Section 2.08.010 Compensation for Mayor and Council of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows:

2.08.010 Mayor and Council.

- A. Commencing on July 1, 2024, with officers sworn into office on or after January 1, 2025, the compensation of the Mayor of the Town shall be fifty thousand dollars (\$50,000.00) per year, payable in twelve equal monthly installments. The salary for each member of Council shall be forty-one thousand dollars (\$41,000.00).
- B. The compensation schedule set forth in subsection A of this section shall be effective on July 1, 2024 and apply to the Mayor and members of Council sworn into office on or after January 1, 2025. In all other instances, the ordinance codified in this section shall not be applied to increase the salary of any officer during the term for which they are elected.
- C. Compensation of the Mayor and members of Council shall be reviewed no later than February 28 of each general election year.

(Ord. Q § 1, 2024); Ord. 1315 § 1, 2022; Ord. 1252 § 1, 2020; Ord. 787 § 1, 2004; Ord. 717 § 1, 2002; Ord. 326 § 1, 1984; Ord. 226 § 1, 1977; Ord. 1 §§ 1—3, 1926.

SECTION II.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE _____ DAY OF _____ 2024.
PASSED 2ND READING THE _____ DAY OF _____ 2024.
PASSED AND APPROVED THE _____ DAY OF _____ 2024.

TOWN OF JACKSON

ATTEST:

Hailey Morton Levinson, Mayor

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____ 2024. 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, Town Manager

DT: March 4, 2024

RE: Town Manager's Report

Updated Budget Schedule

The Budget meeting schedule has been updated with an item being added to the April 22 Special JIM for Human Services from 9-11AM. That meeting on April 22 will now be from 9AM – 12PM and the Council and Commission have the option to continue the meeting after lunch if more time is warranted. The additional hour at that meeting is reserved for the Long Range Planning Indicator Report and Work Plan.

FY2025 TOWN COUNCIL BUDGET MEETING SCHEDULE				
There may be many other meetings occurring during this time - the below list only reflects those associated with the FY2025 Budget				
Date	Day	Time	Event	Location
3/18/2024	Monday	1:30 - 2:30	Regular Town Council Workshop - Revenue and Reserve Discussion	Council Chambers
4/8/2024	Monday	n/a	Budget Distributed/Released to Town Council - Not a Meeting	n/a
4/9/2024	Tuesday	9:00 - 11:00	<i>NO BUDGET MEETING PROPOSED</i>	
4/16/2024	Tuesday	9:00 - 11:00	Regular Town Council Budget Workshop - Capital Overview	Council Chambers
4/22/2024	Monday	9:00 - 12:00	Special JIM - Human Services 2 Hr Budget Window <i>PLUS Long Range Planning Indicator Report and Work Plan Item</i>	Commissioner's Chambers
4/23/2024	Tuesday	9:00 - 5:00	Special JIM - Joint Department Budget Presentations & Airport, ECW, TTB Budget Presentation	Commissioner's Chambers
4/30/2024	Tuesday	9:00 - 11:00	Regular Town Council Budget Workshop	Council Chambers
5/6/2024	Monday	1:30 - 3:30	Regular JIM - Joint Department Budget Follow Up AND Airport, ECW, TTB Budget Action <i>(Final Decisions on These Budgets May Occur Here)</i>	Commissioner's Chambers
5/7/2024	Tuesday	9:00 - 11:00	Regular Town Council Budget Workshop	Council Chambers
5/14/2024	Tuesday	9:00 - 11:00	Regular Town Council Budget Workshop	
5/28/2024	Tuesday	9:00 - 12:00	Regular Town Council Budget Workshop	Council Chambers
6/3/2024	Monday	1:30 - 4:30	Regular JIM - <i>(Final Decisions on Joint Depts, Airport, TTB, ECW May Occur Here)</i>	Commissioner's Chambers
6/3/2024	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Hearing and Adoption <i>(must occur prior to/on 6/20)</i>	Council Chambers